

**MONTAGUE SELECTBOARD MEETING
MONTAGUE FINANCE COMMITTEE MEETING**

Remote Meeting via ZOOM

1 Avenue A, Turners Falls, MA 01376

Monday, January 3, 2022

Zoom Meeting Link: <https://us02web.zoom.us/j/86125924780>

Meeting ID: 861 2592 4780 Password: 605062 Dial in Option: (646) 558-8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:31 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
3. 6:33 Finance Committee Chair opens the meeting, if quorum present, roll call taken
4. 6:35 Discuss and establish plan for Selectboard/Finance Committee collaboration during the FY23 budget process
5. 6:55 COVID-19 Updates
 - Review of COVID case counts and trends
 - Update on distribution of state-provided test kits
 - Review any recent changes to state or federal COVID guidance
 - Discuss any necessary response to the evolving COVID situation
6. 7:05 WPCF Operations Update and Business
 - Long Term Control Plan for Combined Stormwater Overflows (CSOs) completed
 - Volute (sludge) press installation and commissioning
 - Chlorination system conversion process update
 - Aeration blower project update
 - Execute contract amendment for engineering services with Wright-Pierce for additional engineering and grant-related services associated with the aeration blower upgrade project. Contract value amended from \$24,700 to \$31,700.
7. 7:20 Personnel Board
 - Consider revision of WPCF Chief Operator position title and minimum requirements

8. 7:25 FRTA – Update on long-term transit planning for Franklin County

9. 7:35 Town Administrator’s Business

- Kearsarge burn dump solar project update
- Execute DHCD Rural and Small Town Grant contract for \$169,000 to fund improvements to the Industrial Park Pump Station

Next Regular Meeting Date: Monday, January 10, 2022 at 6:30pm

An official website of the Commonwealth of Massachusetts [Here's how you know](#)

ALERTS

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What to do if you have COVID-19 or have been exposed to COVID-19

Isolation and quarantine are important steps to help stop the spread of COVID-19.

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About COVID-19 isolation and quarantine

On December 28, 2021, the Centers for Disease Control and Prevention shortened the recommended time for isolation for individuals with COVID-19.

If the individual shows no symptoms, the recommended isolation period is shortened from 10 days to 5 days, followed by 5 days of wearing a mask when around others.

For individuals unvaccinated or are more than six months out from their second Pfizer or Moderna dose (or more than 2 months after the J&J vaccine) and not yet boosted who have been [exposed to COVID-19](#) (<https://www.cdc.gov/coronavirus/2019-ncov/your-health/quarantine-isolation.html#closecontact>), the CDC now recommends quarantine for 5 days followed by strict mask use for an additional 5 days.

Alternatively, if a 5-day quarantine is not feasible, it is imperative that an exposed person [wear a well-fitting mask](https://www.cdc.gov/coronavirus/2019-ncov/your-health/effective-masks.html) at all times when around others for 10 days after exposure. Individuals who have received their booster do not need to quarantine following an exposure, but should wear a mask for 10 days after the exposure.

For all those exposed, best practice would also include a test for SARS-CoV-2 at day 5 after exposure. If symptoms occur, individuals should immediately quarantine until a negative test confirms symptoms are not attributable to COVID-19.

Vaccination is the best way to protect yourself and reduce the impact of COVID-19 on our communities.

Note: The updated isolation guidance applies to K-12 schools. At this time, quarantine guidance for K-12 schools remains unchanged. DESE's current mask requirement and [Policy on Vaccination Rate Threshold](https://www.doe.mass.edu/covid19/on-desktop/2021-0927vax-rate-guidance.pdf) remains in effect.

Child care programs should continue to partner with their local boards of health for support in developing or adjusting their individual program's quarantine and isolation policies in accordance with the revised CDC guidance. EEC will release additional child care specific COVID-19 information during the week of January 3rd. As a reminder, child care programs are encouraged to leverage these [suggested strategies](/service-details/eecs-health-and-safety-guidance-during-covid-19-recovery-for-child-care-providers), developed by EEC, when developing their policies for COVID-19 mitigation.

If you test positive for COVID-19 (isolate)

Everyone, regardless of vaccination status:

- Stay home for 5 days.
- If you have no symptoms or your symptoms are resolving after 5 days, you can leave your house.
- Continue to wear a mask around others for 5 additional days.

If you have a fever, continue to stay home until your fever resolves.

If you were exposed to someone with COVID-19 (quarantine)

If you:

Have been boosted

- Wear a mask around others for 10 days.
 - Test on day 5, if possible.
-

OR

Completed the primary series of Pfizer or Moderna vaccine within the last 6 months

OR

Completed the primary series of J&J vaccine within the last 2 months

If you develop symptoms get a test and stay home.

If you:

Completed the primary series of Pfizer or Moderna vaccine over 6 months ago and are not boosted

OR

Completed the primary series of J&J over 2 months ago and are not boosted

OR

Are unvaccinated

- Stay home for 5 days. After that continue to wear a mask around others for 5 additional days.
- If you can't quarantine you must wear a mask for 10 days.
- Test on day 5, if possible.

If you develop symptoms get a test and stay home

Additional Resources

[COVID-19 prevention and treatment \(/info-details/covid-19-prevention-and-treatment\)](/info-details/covid-19-prevention-and-treatment)

[Multi-language access to isolation and quarantine tips](https://www.mass.gov/info-details/covid-19-printable-fact-sheets#at-home-quarantine-or-self-monitoring-)

(<https://www.mass.gov/info-details/covid-19-printable-fact-sheets#at-home-quarantine-or-self-monitoring->)

[COVID-19 testing information \(/covid-19-testing\)](/covid-19-testing)

[COVID-19 vaccine information \(/info-details/covid-19-vaccination-locations\)](/info-details/covid-19-vaccination-locations)

[Where to find COVID-19 related assistance \(/lists/covid-19-services-on-massgov\)](/lists/covid-19-services-on-massgov)

LAST UPDATED:

October 28, 2021



TOWN OF MONTAGUE, MASSACHUSETTS

DEC 2021

FINAL

Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP) Update



Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP) Update Town of Montague, Massachusetts

December 2021 – FINAL



Lindsey Sylvester, PE
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Date: 12/21/2021

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Section 1 Executive Summary

In December 2005, the Town of Montague developed a Long Term Control Plan (LTCP) for Combined Sewer Overflow (CSO) and Water Pollution Control Facility Plan, which included recommendations for reducing CSOs and complying with regulatory objectives. Since 2005, some of the LTCP's recommendations have been implemented while other recommendations were omitted or modified.

This LTCP Update includes information on measures the Town has implemented over the last 15 years to comply with the regulatory objectives for CSO abatement. The LTCP Update also details modifications to the Town's projects to help mitigate the two remaining CSOs in the Town's system in future years. It incorporates all new information provided by the Town, details of findings, recommendations for next steps, and an implementation schedule with planning level cost estimates, relative to reducing CSO discharging from the two remaining CSOs within the Town.

Wright-Pierce reviewed available information provided by the Town since 2005 to understand and identify the work completed by the Town to date and future work planned to address the two remaining CSOs. Based on our review of this information and as part of this project, we have developed a modified implementation plan that we are recommending to the Town. This modified implementation plan incorporates new information provided, details of our findings, and recommendations for next steps for the Town to reduce CSO discharges as part of its CSO LTCP. At this time, we do not believe that these CSOs can be completely eliminated.

1.1 Purpose

The Town was issued an Administrative Order (CWA-AO-R01-FY20-31) from the U.S. Environmental Protection Agency (EPA) on June 11, 2020, addressing compliance with its National Pollutant Discharge Elimination System (NPDES) permit (No. MA0100137) to meet numeric effluent limitations and minimize CSOs.

The Administrative Order specifically brings attention to "excursions of the water quality criterion for E. coli bacteria in the Connecticut River" from untreated combined sewage that was discharged from CSO outfalls between 2018 and 2019. In 2005, the Town developed a LTCP. Since 2005, the Town has implemented some of the LTCP's recommendations while other recommendations were omitted or modified. This LTCP Update is part of meeting the requirements of the Administrative Order, specifically item IV.3. The Town also received an 18-month extension to the deadline stated in the Administrative Order for the LTCP Update. Thus, this LTCP Update is an interim update prior to the final update due by June 30, 2023.

1.2 Summary of Combined Sewer Overflow Outfalls and Regulators

The Town has two permitted CSOs activated by three regulators. The two CSO outfalls are located on Greenfield Road, near the WPCF, and I Street, adjacent to the Power Canal. The Greenfield Road CSO is connected to the Greenfield Road Regulator, while the I Street CSO is connected to the regulator on Avenue A as well as a regulator at the intersection of 7th & L Streets.

1.3 Combined Sewer Overflow Improvements

In the 2005 LTCP, the following implementation plan was recommended to abate the Town's CSOs:

1. Design and construct an off-line CSO storage facility at Avenue A
2. Raise weir levels at all three regulators and increase downstream pipe size
3. Replace approximately 750 linear feet (LF) of 15-inch sewer pipe with 21-inch sewer pipe on 7th Street
4. Design and construct a Wastewater Pollution Control Facility (WPCF) CSO preliminary treatment, storage, and disinfection facility
5. Conduct smoke/dye tests of downspouts at specific establishments in the village of Turners Falls to determine the quantity of the extraneous flows
6. Implement a sewer service replacement program

Work began on these recommendations, along with other recommendations in the LTCP specific to the WPCF. Then in 2006, the overall workplan was revised due to a nearly doubling of bid prices received on the first phase of work. As a result, work was only completed on some of these recommendations specific to the CSOs.

1.4 Sewer and Stormwater Improvements and Infiltration/Inflow Abatement

In the village of Turners Falls, the Town separated one combined sewer segment on Crocker Avenue since 2016 by disconnecting catch basins from the sewer and re-connecting them to the storm drain. Between 2014 and 2016, the Town also completed approximately 6,000 LF of cured-in-place pipe (CIPP) lining of various sewers throughout the village of Turners Falls in an effort to eliminate infiltration and inflow (I/I).

In 2016, the Town completed cleaning and inspection of the 250-LF, 5-foot diameter, elliptical reinforced concrete pipe (RCP) double barrel siphon beneath the Power Canal and upstream of the I Street CSO. Overall, it was found that the southern barrel was in worse condition, due to structural defects, such as surface damage, and infiltration defects, and was taken offline at that time. As a result, the Town repaired the leaks found in the southern siphon barrel with chemical grout and cementitious patches and applied an abrasion resistant cementitious coating to a portion of the existing concrete encasement for the G Street pump station force main in the southern barrel. There were no post-rehabilitation evaluation results from these efforts. Given the absence of a post-rehabilitation evaluation and the time that has passed since the repair work was completed, Wright-Pierce recommends that the Town perform a post-rehabilitation closed-circuit television (CCTV) pipe inspection of both barrels to assess their condition and the quality of the repairs.

1.5 Operations and Maintenance Programs

Since 2016 and the CIPP lining work, the Town has considered prioritizing the CIPP lining of sewers made of asbestos cement, since these seem to be the most defective but have not proceeded with this work. The Town purchased a vactor cleaning truck in 2005 and since 2019, has been conducting mainline sewer cleaning one day per week between the months of March and September and on average cleans approximately 30,000 LF per year. The Town's cleaning program is important in maintaining the consistent operation of the collection system and preventing blockages from forming, which could lead to potential sanitary sewer overflows.

This year, the Town also authorized the purchase of a CCTV pipe inspection camera truck. A CCTV camera truck will allow the Town to perform CCTV pipe inspections and gather condition assessment data on their collection system. This can aid in developing or refining the cleaning program and identify assets that require rehabilitation.

Since 2020, RCAP Solutions has been assisting the Town in asset inventorying and global positioning system (GPS) locating of sewer and stormwater assets to help build the Town’s geographic information system (GIS) database. In 2021, RCAP Solutions collected northing and easting data for sewer manholes, provided this data to the Town in Esri ArcGIS formats, and trained the Town in how to update and add to this information as additional data is collected.

1.6 Identified Projects

Many projects have already been identified by the Town and Wright-Pierce or in the 2005 LTCP as projects that can address CSO reduction or closures. These include Geographic Information System (GIS), hydraulic modeling, and field investigations projects. And additional identified projects are related to the Nine Minimum Controls (NMCs), as required to meet the Town’s NPDES permit.

Establishing a single GIS database of the Town’s sewer and stormwater assets is critical to understanding the Town’s system comprehensively and for use in other projects, such as pipe, manhole, and catch basin inspections, flow monitoring, and hydraulic modeling. Hydraulic modeling is necessary to further evaluate the capacity of the interceptor upstream of the WPCF and understand if and how CSO abatement could be achieved by any of these alternatives.

Whereas field investigations are important to capture current information on the impact of I/I and how potential reductions in I/I could affect CSO abatement. This work also collects data on the current condition of these assets, which leads to a more comprehensive understanding of the Town’s sewer system.

1.7 Best Practices

Based on Wright-Pierce’s review of available information provided by the Town and our industry experience, we recommend best practices as interim solutions for the Town over the next six years. The Town should proceed with these solutions immediately, and Wright-Pierce will update these solutions as work continues to meet the Administrative Order.

Refer to the modified implementation schedule provided in **Figure 1-1**. These recommendations do not currently include additional separation of the combined sewer system. These best practices include:

- A sewer rate study
- System maintenance, particularly for the Avenue A buffer line and at the influent of the WPCF
- Cleaning and inspection, particularly for the double barrel siphon, the siphon inlet sumps, and catch basins
- Observing and sampling the CSO outfalls
- Ordinances, particularly a review and update to ensure enforcement of industrial dischargers and private I/I sources
- Private systems, particularly monitoring and enforcement of industrial loadings, finding and disconnecting roof downspouts, and development of a sewer service replacement program

1.8 Public Education and Notification

One of the NMCs states that the Town needs “public notification to ensure that the public receives adequate notification of CSO occurrences and CSO impacts.” Furthermore, in the Massachusetts Department of Environmental Protection (MassDEP) “Act Promoting Awareness of Sewage in Public Waters” issued in January

2021, MassDEP now requires electronic public notification every eight hours for an ongoing CSO discharge and within two hours after a CSO discharge ends.

Wright-Pierce recommends that the Town post this information on a website or through social media announcements to meet these requirements, and possibly incorporate automated messaging and alerts based on existing and telemetered regulator monitoring equipment and data supplied by ADS Environmental Services. A sample of a public notification is provided in **Appendix A**. The requirements of MassDEP’s electronic public notification goes into full effect on July 6, 2022.

1.9 Modified Implementation Plan

Based on Wright-Pierce’s review of available information provided by the Town since 2005, we recommend an updated and modified implementation schedule and costs. This modified implementation plan incorporates new information provided, details of our findings, and recommendations for next steps for the Town to reduce CSO discharges.

For purposes of this report, general cost estimates were developed. On average, the annual cost of these recommendations ranges from \$240,000 to \$330,000 over the next six years, for a total of approximately \$1.4 to \$2.0 million. These costs simply represent placeholder planning level costs based on the interim recommendations for the Town and can be better defined as work continues to meet the Administrative Order.

These costs are not all inclusive and also do not intend to indicate that the Town’s CSOs will be eliminated by only completing the recommendations and spending the amount of the current cost estimates provided.

These recommendations represent a financial and economic challenge for the Town based on its limited annual budget. This is why we recommend that the Town seek out additional methods of funding through grant and loan programs. **Section 4** provides more details on these funding possibilities.

A modified implementation schedule based on the modified implementation plan recommendations is provided in **Figure 1-1** on the subsequent page.

Figure 1-1 Modified Implementation Schedule

Typical Best Practices (Already Applied for Funding)	Typical Best Practices (Not Yet Applied for Funding)	FY22		FY23				FY24				FY25				FY26				FY27	
		2022		2023				2024				2025				2026					
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
GIS database development for storm and sewer systems			█	█																	
Hydraulic modeling			█	█	█	█	█														
Field investigations			█	█	█	█	█														
Sewer rate study																					
	Updated NMCs	█																			
	Avenue A regulator buffer line SOP	█	█																		
	Maintenance of WPCF influent pipes, screen, and channels	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	WPCF influent SOPs	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Periodic cleaning of siphon inlet sumps				█	█	█	█									█	█	█	█	
	Post-construction inspection of double barrel siphon							█	█	█	█	█	█								
	Routine cleaning of catch basins		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Monitoring and sampling CSO outfalls	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Review/update sewer use regulations				█	█	█	█													
	Monitoring and enforcement of industrial loadings	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Sewer service replacement program																	█	█	█	
	Public notification	█	█																		

2

Section 2 Introduction

In December 2005, the Town of Montague developed a Long Term Control Plan (LTCP) for Combined Sewer Overflow (CSO) and Water Pollution Control Facility Plan, which included recommendations for reducing CSOs and complying with regulatory objectives. Since 2005, some of the LTCP's recommendations have been implemented while other recommendations were omitted or modified.

This LTCP Update includes information on measures the Town has implemented over the last 15 years to comply with the regulatory objectives for CSO abatement. The LTCP Update also details modifications to the Town's projects to help mitigate the two remaining CSOs in the Town's system in future years. It incorporates all new information provided by the Town, details of findings, recommendations for next steps, and an implementation schedule with planning level cost estimates, relative to mitigating CSO discharging from the two remaining CSOs within the Town.

There are five villages within the Town: Turners Falls, Millers Falls, Lake Pleasant, Montague Center, and Montague City. The focus of this LTCP Update is the village of Turners Falls, since the two remaining CSOs are located in that area.

Within the village of Turners Falls, the Town owns and operates one Wastewater Pollution Control Facility (WPCF), five wastewater pumping stations, three regulators with flow monitoring equipment installed, two CSOs, and one buffer line. As of 2005, approximately 90 percent of the Town's sewer system was separated. Since then, the Town has completed one additional sewer separation project on approximately 300 linear feet of combined sewer along Crocker Avenue between Avenue B and Marshall Street. Excess flow during rainstorms from the combined sewer systems can discharge through the Town's permitted CSO on Greenfield Road and/or the permitted CSO on I Street.

2.1 Purpose

The Town was issued an Administrative Order (CWA-AO-R01-FY20-31) from the U.S. Environmental Protection Agency (EPA) on June 11, 2020, addressing compliance with its National Pollutant Discharge Elimination System (NPDES) permit (No. MA0100137) to meet numeric effluent limitations and minimize CSOs.

The Administrative Order specifically brings attention to "excursions of the water quality criterion for E. coli bacteria in the Connecticut River" from untreated combined sewage that was discharged from CSO outfalls between 2018 and 2019. In 2005, the Town developed a LTCP with CDM Smith. Since 2005, the Town has implemented some of the LTCP's recommendations while other recommendations were omitted or modified. This LTCP Update is part of meeting the requirements of the Administrative Order, specifically item IV.3. The Town also received an 18-month extension to the deadline stated in the Administrative Order for the LTCP Update. Thus, this LTCP Update is an interim update prior to the final update due by June 30, 2023.

2.1.1 2005 Long Term Control Plan

In 2005, the Town developed the LTCP for CSO and WPCF Plan. As part of that LTCP and prior to any improvement projects were completed, a 1-year continuous model simulation was run that estimated that the CSO on Greenfield Road would have approximately 31 overflows annually, resulting in 3.48 million gallons (MG) per year of volume discharged, and the CSO on I Street would have approximately 26 overflows annually, resulting in 3.56 MG per year of volume discharged. Since 2005, the Town recorded an average of 24 overflows and 0.76 MG per year at the

Greenfield Road regulator, 5 overflows and 0.35 MG per year at the Avenue A regulator, and 6 overflows and 0.06 MG per year at the 7th & L Streets regulator. The annual breakdown is detailed in **Table 1** later in this section.

The LTCP’s recommendations for reducing the frequency and magnitude of annual overflows included adding off-line storage, improving the conveyance system, improving the WPCF, and removing inflow from roof leaders and service connections. The LTCP estimated that the Town would achieve a 96 percent reduction in CSO discharges by implementing these recommendations. This did not assume that any of the CSOs will be closed. In 2011, after some of these recommendations were implemented, the Town achieved an 86 percent reduction in CSO discharges. Based on the data received since 2005, Wright-Pierce estimates a 96 percent average overall reduction in CSO discharge volume. These details are provided in **Table 1** later in this section.

2.1.2 Regulatory Requirements

Since the original LTCP was written in 2005, there have been several updated policies and regulations that apply to the Town regarding the CSOs. The following subsections outline the original policies and regulations and any updates that apply.

2.1.2.1 Administrative Order

The Town was issued an Administrative Order (CWA-AO-R01-FY20-31) from the EPA on June 11, 2020, addressing compliance with its NPDES permit (No. MA0100137) to meet numeric effluent limitations and minimize CSOs.

This LTCP Update is part of meeting the requirements of the Administrative Order, specifically item IV.3, which states, “By December 31, 2021, the Town shall submit to EPA and MassDEP an updated CSO LTCP that complies with EPA’s Combined Sewer Overflow Control Policy (59 Fed. Reg. 18688, April 19, 1994), EPA’s guidance entitled Combined Sewer Overflows-Guidance for Financial Capability Assessment and Schedule Development (EPA832-B-97-004, March 1997), and including the elements described in Attachment 2 of this Order.”

As of October 1, 2021, the Town received an 18-month deadline extension from December 31, 2021 to June 30, 2023 to submit the LTCP Update along with other requirements of the Administrative Order. Thus, this LTCP Update is an interim update prior to the final update due by June 30, 2023.

2.1.2.2 National Pollutant Discharge Elimination System Permit

The Town has two CSOs authorized to discharge combined stormwater and wastewater to the Connecticut River during wet weather under its NPDES permit. The two CSO outfalls are located on Greenfield Road, near the WPCF, and on I Street, adjacent to the Power Canal. Both are subject to the rules and regulations outlined in NPDES Permit No. MA0100137. Discharges of wastewater from any other point sources, including sanitary sewer overflows (SSOs) from any portion of the collection system owned and operated by the Town are not authorized by the NPDES permit and shall be reported within 24 hours to the EPA and MassDEP.

As CSO-related projects are completed, the Town is required to submit updated documentation on the implementation of the Nine Minimum Controls (NMCs) outlined in **Section 2.2.2.3**. This permit also requires monthly inspections of each CSO structure/regulator, of which the results are to be recorded and maintained for at least three years. All discharges must also be recorded and quantified, and records must be maintained for at least six years.

2.1.2.3 Nine Minimum Controls

The EPA CSO Control Policy requires that the Nine Minimum Controls (NMCs) be implemented by the Town in accordance with its NPDES permit. The NMCs are defined in the CSO Control Policy as “technology-based controls that can be used to address CSO problems without extensive engineering studies or significant costs prior to the implementation of long-term control measures.” The nine minimum controls include:

1. Proper operation and regular maintenance programs for the sewer system and CSO outfalls.

The Town is implementing this control through a regular cleaning program of the sewer system and visually inspecting the CSO regulators on a monthly basis and documenting observations. As of Fall 2021, the Town began inspection of the CSO outfalls.

2. Maximum use of the collection system for storage.

The Town has implemented this control by raising the weir levels at all CSO regulators and increasing downstream pipe sizes from the Avenue A and 7th & L Street regulators to maximize the system’s use and capacity for storage. Additionally, the regular sewer system cleaning program also helps to meet this control measure, as it decreases any possible obstructions to flow.

Also, the off-line storage pipe on Avenue A, which consists of a weir and a 750-foot, 48-inch reinforced concrete pipe (RCP) buffer line can store approximately 70,500 gallons of combined flow. The buffer line does not have an automated valve to control it, but there is a manually operated slide gate in a manhole at the downstream end of the buffer line.

3. Review and modification of pretreatment requirements to ensure that CSO impacts are minimized.

The Town has two significant industrial users (SIUs): Lightlife Foods and Great Falls Aquaculture. In 2020, a review was conducted of wastewater discharge permits and a feasibility study of preventing batch discharges during wet weather events. However, both SIUs are continually operating and have no ability to hold back or store their discharge during wet weather. Lightlife installed a pretreatment system, and as of December 2020, Great Falls was in the process of building a digester for its effluent.

4. Maximization of flow to the POTW for treatment.

The Town’s regular collection system cleaning program helps to maximize pipe capacities by preventing debris and flow obstructions.

Also, the off-line storage pipe on Avenue A, can store approximately 70,500 gallons of combined flow and help optimize flow to the WPCF. The buffer line does not have an automated valve to control it, but there is a manually operated slide gate in a manhole at the downstream end of the buffer line.

The Town’s WPCF is designed to treat an average daily flow of 1.83 million gallons per day (MGD). With the assistance of Wright-Pierce, the Town recently completed a hydraulic model analysis of the WPCF’s influent flow and upstream interceptor pipe to evaluate capacity. Based on the model results, the WPCF’s influent pipe can convey an instantaneous peak flow of approximately 4.07 MGD before a CSO occurs at the

Greenfield Road CSO assuming that the pipes have full capacity and are properly maintained. In Fall 2021, the WPCF staff implemented the following standard operating procedure (SOP) to minimize the quantity and volume of discharges through the Greenfield Road CSO:

- Weekly monitoring of sediment accumulation in the influent pipes and channels;
- Daily monitoring of the influent screen to ensure proper operation of the equipment; and
- Cleaning of the influent pipes and channels as determined by the operators through weekly monitoring.

The performance and capacity of the secondary treatment process at the WPCF is directly correlated to the operating characteristics of the biological process. The WPCF is following recommended Operational Guidelines as of Fall 2021 to optimize the secondary treatment process at the WPCF. Flows in excess of the secondary treatment's capacity can be diverted after primary clarification to the Wet Weather Chlorine Contact Tank (WWCCT), constructed in 2007. The secondary treatment system at the WPCF has a peak day capacity between 2.4 MGD and 3.5 MGD; the actual flow rate in which bypassing will occur is a function of several operations parameters of the secondary treatment system.

5. Elimination of CSOs during dry weather.

The Town has been recommended by Wright-Pierce to implement SOPs, including visual inspections, to consistently observe CSO dry weather conditions during various times each day and on different weekdays. A formal procedure for observing, sampling, and/or testing during dry weather conditions has not been implemented to date. More information is provided in Section 4.

6. Control of solid and floatable materials in CSOs.

The Town has considered installing trash hoods on problematic catch basins but has not yet moved forward with this work.

7. Pollution prevention programs to reduce contaminants on CSOs.

The Town has a couple control measures in place for reduction of pollutants and contaminants entering the combined system. These include a regular street cleaning program with the Department of Public Work's (DPW) street sweepers, trash receptacles in recreational areas and on streets with heavy pedestrian traffic such as Avenue A, and a town-wide curbside solid waste and recycling collection program.

8. Public notification to ensure that the public receives adequate notification of CSO occurrences and CSO impacts.

The Town has signs posted at the CSO outfalls that state, "Town of Montague Wet Weather Sewer Discharge Outfall". The Town does not currently have any public notification system for when CSO discharges occur.

9. Monitoring to effectively characterize CSO impacts and the efficacy of CSO controls.

The Town actively monitors the CSO regulators and records the date and time of each overflow event based on the flow meter sensors installed in the regulators. In addition, the Town measures and records total daily rainfall using a localized rain gauge.

2.1.2.4 Massachusetts Policy for Abatement of Combined Sewer Overflows

The Town is subject to the Massachusetts Department of Environmental Protection (MassDEP) Water Quality Standards (314 CMR 4.00) dated December 2013. This requires the Town to develop water quality standards applicable to the classification of its receiving water body. In the Town’s case, the Connecticut River is designated as a Class B water body. In the 2005 LTCP, this is described as meaning that “CSOs may remain but must be compatible with water quality goals of the receiving water. The water body must meet uses more than 95 percent of the time. DEP considers four or fewer overflow events per year as satisfying the 95 percent time period. The intent of this designation is to allow on average up to four untreated discharges per year.” The number of annual CSOs is detailed in **Table 2-1** on the following pages. **Town is not currently meeting this standard.**

In January 2021, the Governor of Massachusetts signed into law “An Act Promoting Awareness of Sewage Pollution in Public Waters.” This act requires that CSO permittees must issue a public advisory when there is one or more discharge(s) from the permittee’s outfall every eight hours for an ongoing discharge and within two hours of when a discharge ceases or is projected to cease. A combined advisory message may be sent when the occurrence involves more than one of the permittee’s outfalls discharging into the same body of water. The public advisory must describe the following items, to the extent a permittee has the information available, in plain language:

1. The outfall’s location
2. The approximate time, date, and duration of the discharge
3. The estimated volume of the outfall discharge based on the average discharge from data reported to the department for the prior three calendar years
4. The waters and land areas affected or expected to be affected by the discharge
5. The identity of the outfall permittee
6. The precautionary measures for the public to avoid health risks from contact with effluent
7. Any other information required by the department

In addition, the public advisory must include a statement that the outfall discharge consists, or likely consists, of untreated sewage and waste. The advisory must be issued to the department of public health, the municipal board of health, the two largest news organizations that report on news in communities near the outfall, and all individuals subscribed to receive text or email notifications of the permittee’s discharges. This law goes into full effect 540 days after the passage of this act, which is on July 6, 2022.

2.2 Summary of Combined Sewer Overflow Outfalls and Regulators

The Town has two permitted CSOs activated by three regulators. The two CSO outfalls are located on Greenfield Road, near the WPCF, and I Street, adjacent to the Power Canal. The Greenfield Road CSO is connected to the Greenfield Road Regulator, while the I Street CSO is connected to the regulator on Avenue A as well as a regulator at the intersection of 7th & L Streets.

Flow monitoring equipment is installed at all three of the regulators, which consists of ADS Environmental Services Echo and Triton+ meters. The Greenfield Road regulator meter includes a depth and velocity sensor that calculates flow in the active sewer pipe. The Avenue A regulator meter includes a depth sensor only that calculates flow in the active sewer pipe. The 7th & L Streets regulator meter includes a depth and velocity sensor that calculates flow in the active sewer pipe. At the Avenue A and 7th & L Streets regulators, depth sensor floats are also installed on the weir to measure the depth of flow in overflow conditions.

2.2.1 Annual Reporting

The Town submits annual CSO reports to the EPA in accordance with Part I.B.5.c. of its NPDES permit. The report details the locations of the Town's two permitted CSOs, as well as inspection and overflow frequency of the three regulators. A summary of this information is provided in **Table 2-1**.

Table 2-1 Breakdown of CSOs by Year Since 2005

Year	Greenfield Road		Avenue A		7th & L Streets		Combined Total
	Number of Overflows	Volume (MG)	Number of Overflows	Volume (MG)	Number of Overflows	Volume (MG)	Volume (MG)
2005	31	3.48	21	2.33	10	1.23	7.04
2006	42	.3	.4	.3	.4	.3	.3
2007	-	.3	.4	.3	.4	.3	.3
2008	44	.3	.4	.3	.4	.3	.3
2009	25	.3	0 ⁶	.3	0 ⁶	.3	.3
2010	13	0.26	2	0.20	3	0.04	0.50
2011	17	0.47	3	0.10	1	0.00	0.57
2012	9	0.08	1	0.17	1	0.01	0.26
2013	32	1.78	3	0.55	8	0.10	2.44
2014	20	0.89	4	0.68	5	0.05	1.62
2015	9	1.02	2	0.27	9	0.09	1.39
2016	26	.3	4	.3	4	.3	.3
2017	33	. ⁵	8	. ⁵	0	. ⁵	2.36 ⁵
2018	43	2.55	12	1.09	14	0.11	3.76

Year	Greenfield Road		Avenue A		7th & L Streets		Combined Total
	Number of Overflows	Volume (MG)	Number of Overflows	Volume (MG)	Number of Overflows	Volume (MG)	Volume (MG)
2019	19	0.21	5	0.11	7	0.05	0.37
2020	10	0.19	2	0.05	5	0.06	0.3
2021 ¹	15	0.11	8	0.29	18	0.11	0.52
Total²	357	7.57	54	3.51	75	0.63	14.08
Annual Average	24	0.76	5	0.35	6	0.06	1.28
Reduction in Annual Average from 2005 data	23%	78%	79%	85%	38%	95%	-
Reduction in 2020 from 2005 data	68%	95%	90%	98%	50%	95%	-

Note:

1. 2021 data is only February through October.
2. Total does not include 2005 data.
3. No volumes reported.
4. Monitoring at all 3 regulators by ADS Environmental Services began in September 2009. Up to that time only the Greenfield Road regulator had event volume estimates, thus the number of overflows at the Avenue A and 7th & L Streets regulators is not known.
5. Only combined total reported in 2017.
6. 2009 data for Avenue A and 7th & L Streets is only September through December.

Since 2009, the Town has had continuous flow monitoring in place at all three of its CSO regulators conducted by ADS Environmental Services (ADS). This monitoring is accomplished using a pressure sensor and float to acquire velocity and depth measurements. Data is collected via radio telemetry and is compiled into monthly reports by ADS.

2.2.2 Observations

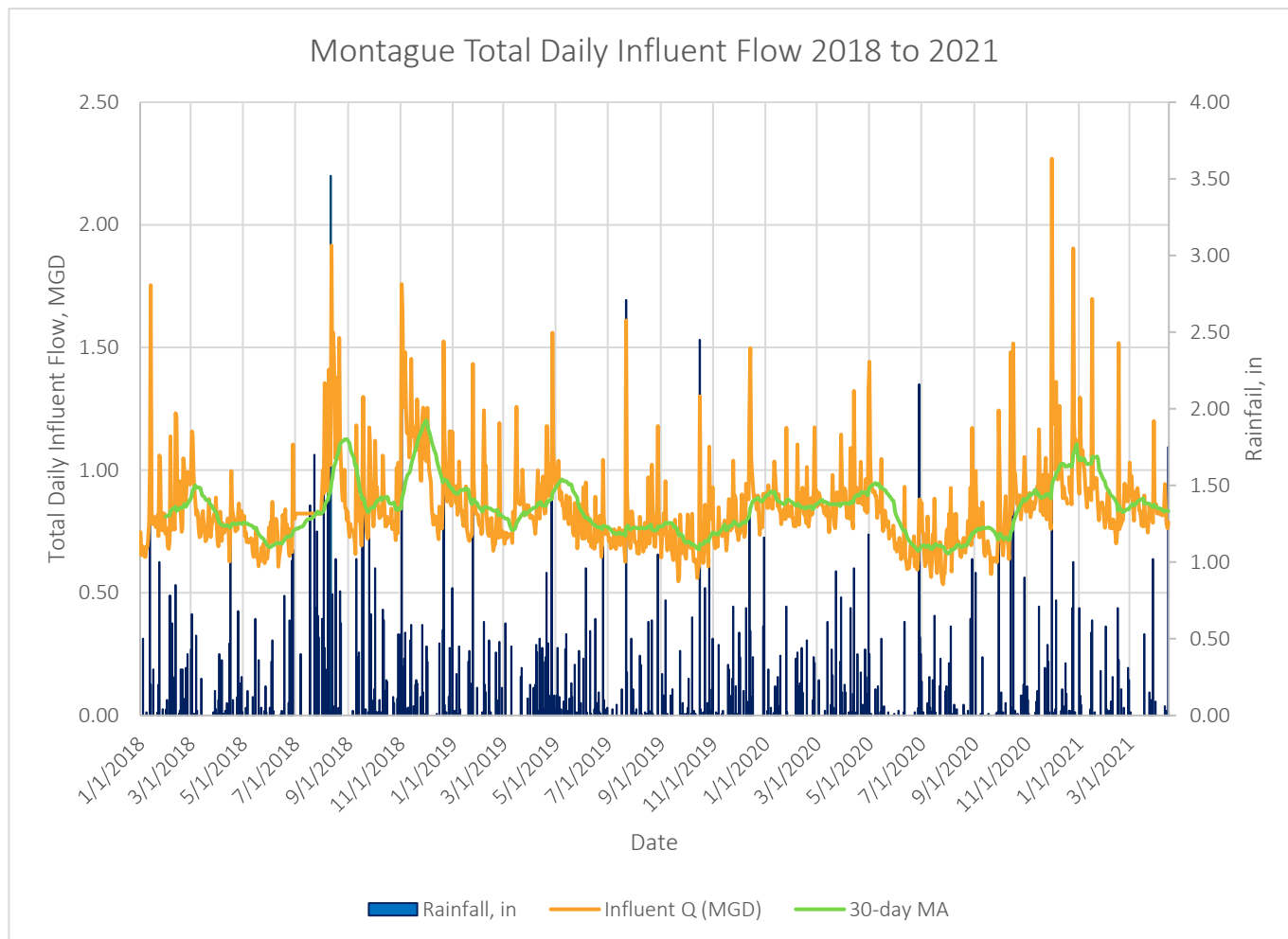
Staff from the WPCF, DPW, and ADS regularly go out to inspect the CSO regulators and flow monitoring equipment. ADS inspects its equipment approximately every eight weeks, and the Town staff inspect the regulators during pump station rounds and during occasional rain events. While in the field, the Town staff observe the structural integrity of the regulator as well as its operational status to ensure that water is only going over the weirs when there is wet weather. According to all of the Town’s annual reports since 2005, the conditions of the facilities have been good, and they have been operating satisfactorily during each inspection.

2.2.3 Data Review

As part of this LTCP Update, Wright-Pierce received documentation of the Town’s WPCF influent flows, water use data, and pump station runtimes. The following sections summarize the information that came out of the review of the data provided.

2.2.3.1 Influent Flow

In reviewing influent flow data received from the Town for January 2018 through April 2021, Wright-Pierce noted that there is an average daily flow of 0.84 MGD entering Montague’s WPCF. Trends showed more influent flow than usual entering the WPCF after large rain events. The maximum amount of average daily flow seen entering the treatment plant was approximately 2.27 MGD after a 3.35-inch rain event on November 30, 2020 with a peak hourly flow of 4.85 MGD. CSO discharges occurred at all three regulators during this rain event. **Figure 2-1** shows the total monthly flow influent data to the WPCF as compared to the rainfall from 2018 through 2021.

Figure 2-1 Total Daily WPCF Influent Flow as Compared to Rainfall

2.2.3.2 Water Use

In reviewing water use data from the village of Turners Falls received from the Town for 2016 through 2020, Wright-Pierce noted that there is an average annual usage of 0.53 MGD. Trends showed generally consistent water usage each year. The maximum water usage was approximately 0.55 MGD in 2017. Comparatively, the influent average daily flow at the WPCF was 0.84 MGD from 2018-2021, and the highest influent average daily flow at the WPCF was 2.27 MGD in 2020. The large difference in flow measured at the WPCF over this timeframe compared to the consistent water usage indicates significant infiltration and inflow (I/I) influence.

2.2.3.3 Pump Stations

In reviewing the pump station (PS) runtime data provided by the Town for January 2017 through September 2021, Wright-Pierce found that an average of 4,700 gallons per day is being pumped through all five of the pump stations within the village of Turners Falls on an annual basis. The flow measured through these pump stations is not inclusive of all flows to the WPCF and it is only approximately 0.56 percent of the average influent flow at the WPCF.

Trends typically showed longer runtimes or more pump ejections following rain events, which means more extraneous water than usual was flowing through the pump stations. The five stations analyzed for this section were the First Street PS, the Poplar Street PS, the Tech School PS, the J Street PS, and the G Street PS. **Figures 2-2 through 2-6** show the total volume of water pumped through each of the five pump stations as compared to the rainfall from January 2017 through September 2021.

Figure 2-2 First Street Pump Station Volume Pumped as Compared to Rainfall

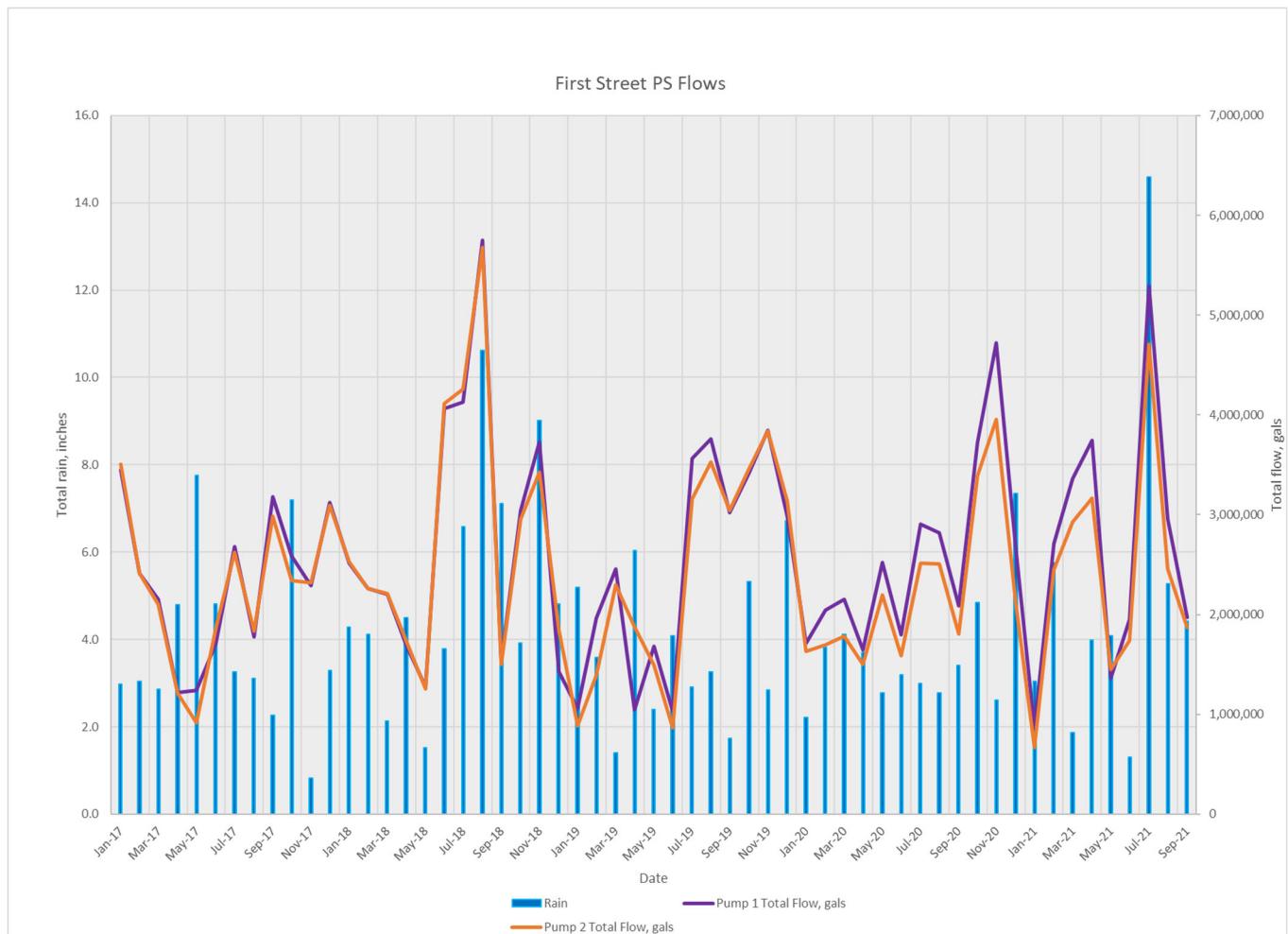


Figure 2-3 Poplar Street Pump Station Volume Pumped as Compared to Rainfall

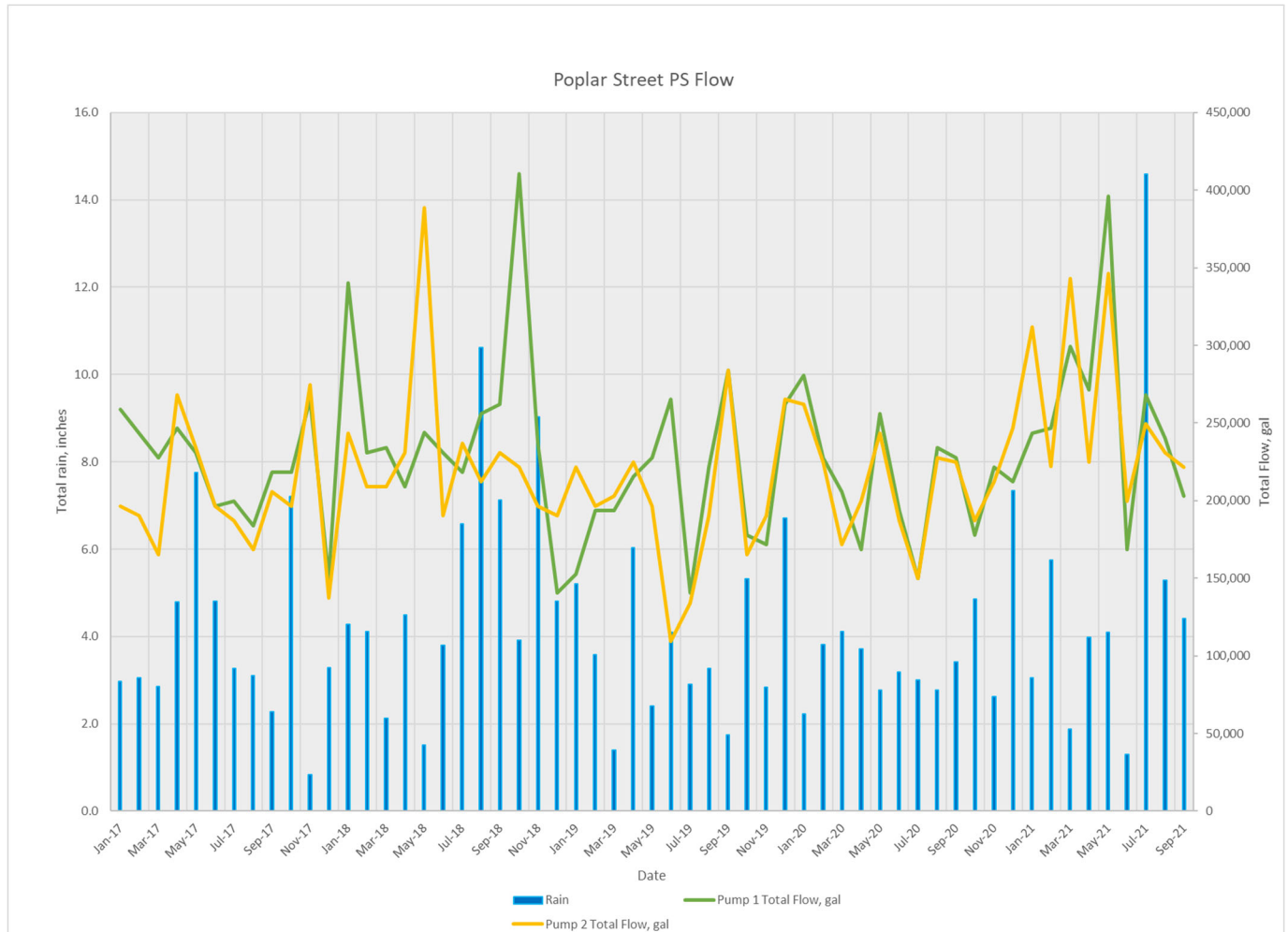


Figure 2-4 Tech School Pump Station Volume Pumped as Compared to Rainfall

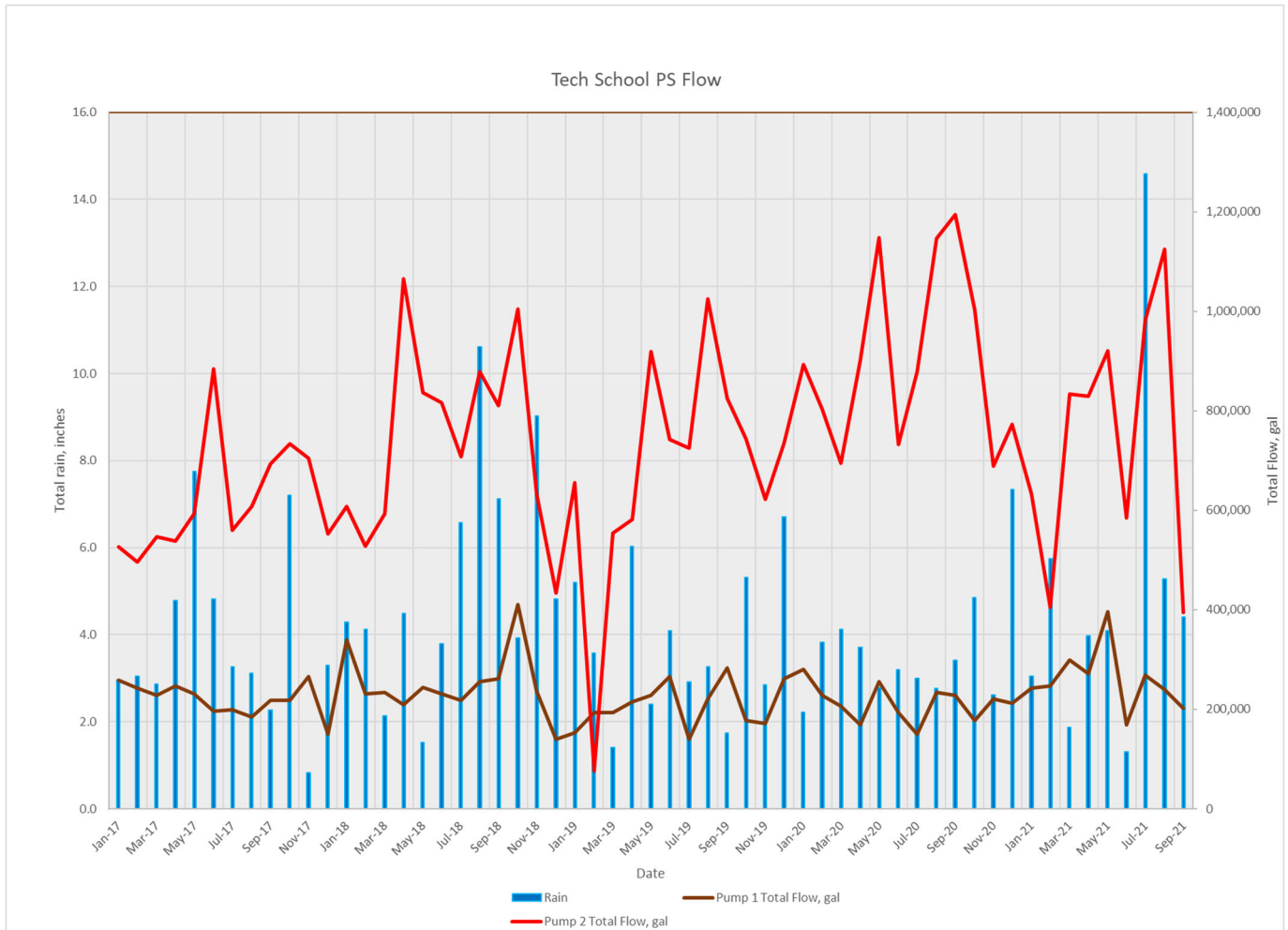


Figure 2-5 J Street Pump Station Volume Pumped as Compared to Rainfall

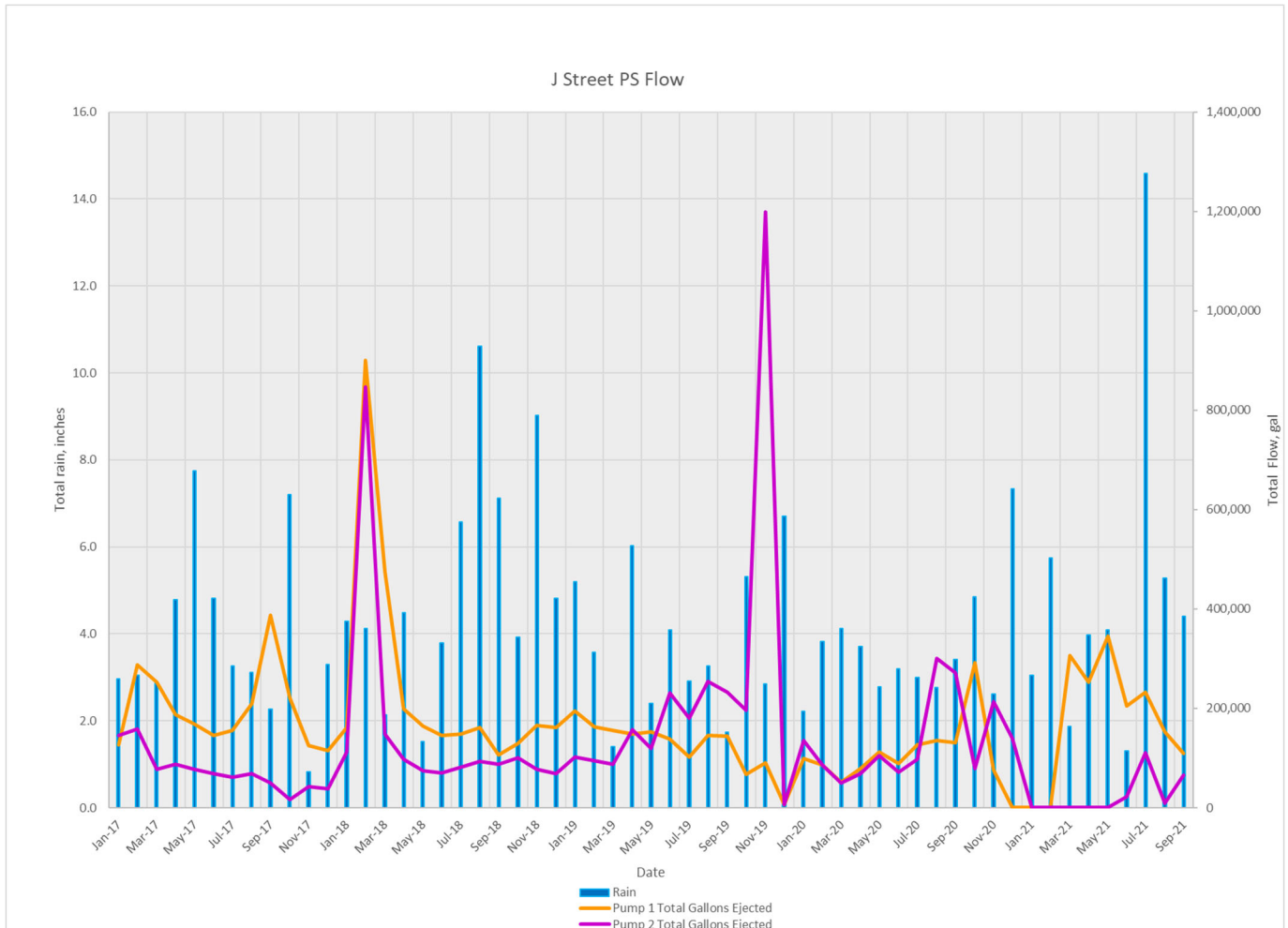
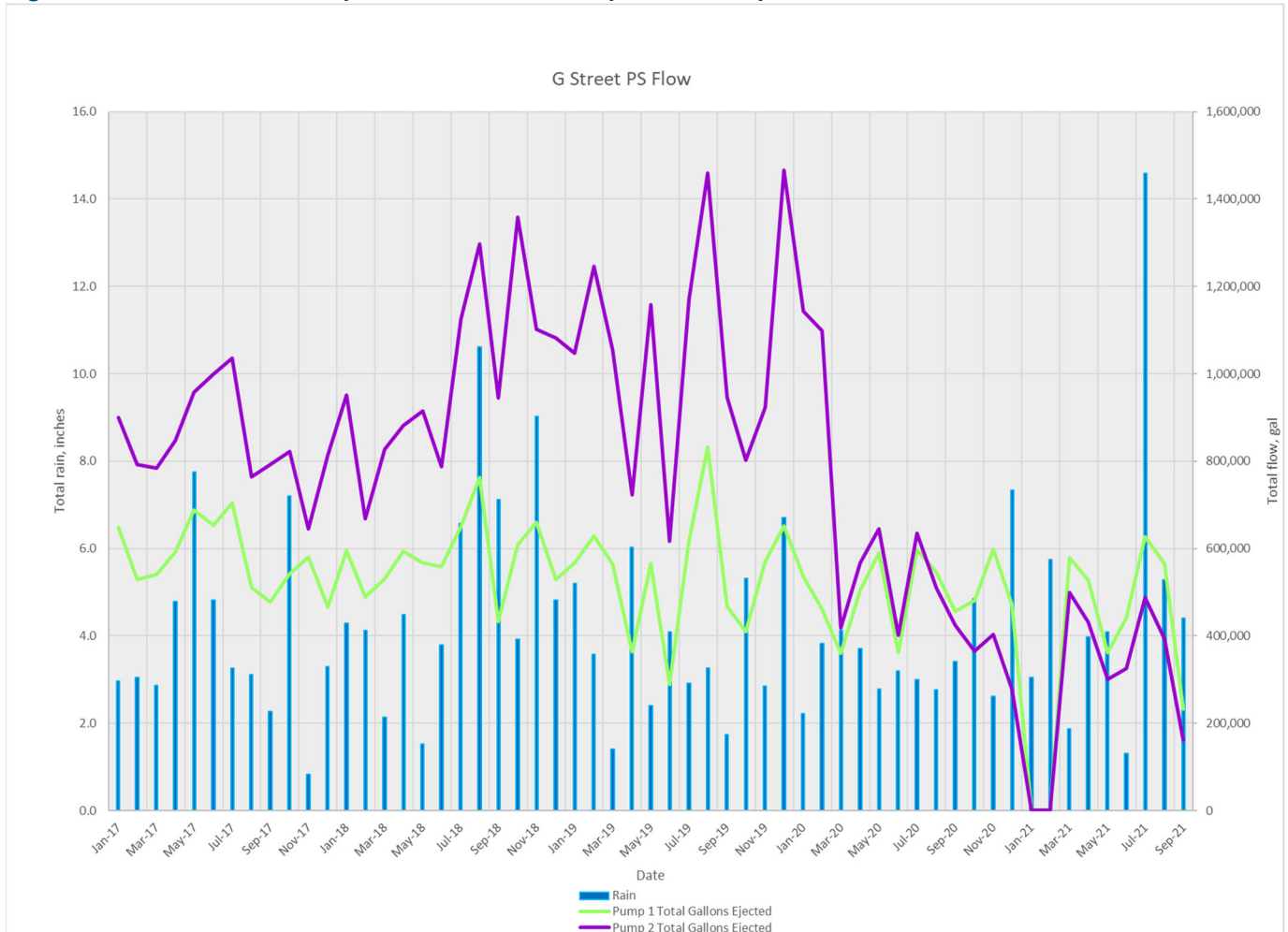


Figure 2-6 G Street Pump Station Volume Pumped as Compared to Rainfall



3

Section 3 Completed and Planned Projects

Wright-Pierce reviewed available information provided by the Town of Montague since 2005 to understand and identify the work completed by the Town to date and future work planned to address the two remaining combined sewer overflows (CSOs). This section summarizes our review and findings from this information.

3.1 Combined Sewer Overflow Improvements

In the 2005 Long Term Control Plan (LTCP), the following implementation plan was recommended to abate the Town's CSOs:

1. Design and construct an off-line CSO storage facility at Avenue A (buffer line)
2. Raise weir levels at all three regulators and increase downstream pipe size
3. Replace approximately 750 linear feet of 15-inch sewer pipe with 21-inch sewer pipe on 7th Street
4. Design and construct a Wastewater Pollution Control Facility (WPCF) CSO preliminary treatment, storage, and disinfection facility
5. Conduct smoke/dye tests of downspouts at specific establishments in the village of Turners Falls to determine the quantity of the extraneous flows
6. Implement a sewer service replacement program

Work began on these recommendations under the March 2006 Avenue A and Seventh Street Sewer Pipeline Improvements Contract No. 2006-1 (CWSRF 2788) and the June 2007 WPCF CSO Improvements Contract No. 2007-1 (CWSRF 2788) construction contracts prepared by CDM Smith, along with other recommendations in the LTCP specific to the WPCF. Then in 2006, the overall workplan was revised due to a nearly doubling of bid prices received on the first phase of work. Since 2007, work was completed on the following recommendations that were specific to the CSOs:

1. Design and construct an off-line CSO storage facility at Avenue A

This included a new off-line storage pipe on Avenue A, which consists of a weir and a 750-foot, 48-inch reinforced concrete pipe (RCP) buffer line. The storage pipe was constructed to store approximately 70,500 gallons of combined flow. The buffer line does not have an automated valve to control it, but there is a manually operated slide gate in a manhole at the downstream end of the buffer line.

2. Raise weir levels at all three regulators and increase downstream pipe size.

This included raising the weir level 18 inches at the Greenfield Road regulator, along with raising the weir level approximately 18 inches at the Avenue A regulator and approximately 14 inches at the 7th Street regulator. Work also included increasing the downstream pipe sizes at the Avenue A regulator from 12-inch RCP to 21" polyvinyl chloride (PVC) pipe and increasing the downstream pipe sizes at the 7th Street regulator from 5" RCP to 21" PVC pipe. The downstream pipe at the Greenfield Road regulator was not increased.

3. Replace approximately 750 linear feet of 15-inch sewer pipe with 21-inch sewer pipe on 7th Street.

This included replacing the existing 15-inch RCP with 21-inch PVC pipe.

4. Design and construct a WPCF CSO preliminary treatment, storage, and disinfection facility.

In 2007, a Wet Weather Chlorine Contact Tank (WWCCT) was installed at the WPCF to allow for some primary effluent flow to be bypassed from secondary treatment to maximize the amount of influent that can be provided disinfection with adequate contact time before discharging. The Town did not construct a preliminary treatment or storage facility for CSO / wet weather flow conditions.

The performance and capacity of the secondary treatment process at the WPCF is directly correlated to the operating characteristics of the biological process. The WPCF is following recommended Operational Guidelines as of Fall 2021 to optimize the secondary treatment process at the WPCF. Flows in excess of the secondary treatment's capacity can be diverted after primary clarification to the WWCCT. The secondary treatment system at the WPCF has a peak day capacity between 2.4 million gallons per day (MGD) and 3.5 MGD; the actual flow rate in which bypassing will occur is a function of several operations parameters of the secondary treatment system.

For more details on the WWCT operation and function, refer to the technical memorandum prepared by Wright-Pierce ("Montague, MA WPCF Effluent Limit Compliance Plan") to the Town dated September 24, 2021.

However, to date, the following recommendations have not yet been completed:

5. Conduct smoke/dye tests of downspouts at specific establishments in the village of Turners Falls to determine the quantity of the extraneous flows.
6. Implement a sewer service replacement program.

After improvements 1 through 4 were completed, CDM Smith performed post-construction flow monitoring in 2010. In a January 6, 2011 memorandum from the Massachusetts Department of Environmental Protection (MassDEP) to the Town, MassDEP summarized the results of post-construction flow monitoring data and compared it to pre-construction data from 2005. It revealed that the volume of CSOs and the number of CSO events at each of the three regulators decreased significantly. A summary of this information is provided in **Table 3-1** on the following page.

Table 3-2 on the following page also provides a comparison of the post-construction from 2010 and the current 2021 data. Although the number of discharges increased, the total volume from all the regulators did not significantly change, which indicates that the improvements made are still aiding in the abatement of CSOs in the Town.

Table 3-1 2011 Comparison of CSO Volumes and Total Events from 2005 to 2010

Regulator	Pre-construction 2005		Post-construction 2010	
	Number of Overflows	Volume (MG)	Number of Overflows	Volume (MG)
Greenfield Road	31	3.48	9	0.24
Avenue A	21	2.33	2	0.20
7 th & L Streets	10	1.23	3	0.04
Totals	62	7.04	14	0.48
Reduction	-	-	77%	93%

Note:

1. Data from January 6, 2011 memorandum from MassDEP to the Town and 2005 LTCP by CDM Smith.

Table 3-2 2021 Comparison of CSO Volumes and Total Events from 2010 to 2021

Regulator	Post-construction 2010		2021 ¹	
	Number of Overflows	Volume (MG)	Number of Overflows	Volume (MG)
Greenfield Road	9	0.24	15	0.11
Avenue A	2	0.20	8	0.29
7 th & L Streets	3	0.04	18	0.11
Totals	14	0.48	41	0.52

Note:

1. Data from Town's annual CSO reports to the EPA.

3.2 Sewer and Stormwater Improvements and Infiltration/Inflow Abatement

In the village of Turners Falls, the Town separated one combined sewer segment on Crocker Avenue since 2016 by disconnecting catch basins from the sewer and re-connecting them to the storm drain. Between 2014 and 2016, the Town also completed approximately 6,000 LF of cured-in-place pipe (CIPP) lining of various sewers throughout the village of Turners Falls in an effort to eliminate infiltration and inflow (I/I).

The CIPP lining work areas included:

- One sewer segment on Third Street
- Two sewer segments on Ninth Street
- One sewer segment upstream of the I Street CSO outfall, also referred to as the “brick drain”
- Multiple sewer segments between the “brick drain” and the CIPP lined segments on Ninth Street
- Multiple sewer segments on Turnpike Road
- Three sewer segments on Industrial Boulevard
- Multiple sewer segments on Montague City Road

In July and August 2016, CDM Smith and National Water Main Cleaning Company (NWMCC) cleaned and inspected the 250-LF, 5-foot diameter, elliptical reinforced concrete pipe (RCP) double barrel siphon beneath the Power Canal and upstream of the I Street CSO. This work was completed as part of the Turners Falls Main Drain Rehabilitation and Siphon Cleaning Project. Overall, it was found that the southern barrel was in worse condition, due to structural defects, such as surface damage, and infiltration defects, and was taken offline at that time. The G Street pump station force main is also encased in the invert of the southern barrel.

Surface damage and infiltration defects were also found in the northern barrel and significant amounts of debris (approximately 40 cubic yards of sand, bricks, and concrete) in each barrel. CDM Smith recommended a periodic cleaning schedule for the four siphon inlet sumps to prevent debris from accumulating. The Town performs annual cleaning of the inlet sumps as part of its agreement with Eversource/FirstLight.

CDM Smith also recommended rehabilitation of the southern barrel to address the structural and infiltration defects. The Town followed up by repairing the leaks found in the southern siphon barrel with chemical grout and cementitious patches and applied an abrasion resistant cementitious coating to a portion of the existing concrete encasement for the G Street pump station force main in the southern barrel. There were no post-rehabilitation evaluation results from these efforts.

3.3 Operations and Maintenance Programs

Since 2016 and the CIPP lining work listed in **Subsection 3.2**, the Town has considered prioritizing the CIPP lining of sewers made of asbestos cement, since these seem to be the most defective but have not proceeded with this work. The Town purchased a vactor cleaning truck in 2005 and since 2019, has been conducting mainline sewer cleaning one day per week between the months of March and September and on average cleans approximately 30,000 linear feet per year. The Town’s cleaning program is important in maintaining the consistent operation of the collection system and preventing blockages from forming, which could lead to potential sanitary sewer overflows.

This year, the Town also authorized the purchase of a CCTV pipe inspection camera truck. A CCTV camera truck will allow the Town to perform CCTV pipe inspections and gather condition assessment data on their collection system. This can aid in developing or refining the cleaning program and identify assets that require rehabilitation.

Since 2020, RCAP Solutions has been assisting the Town in asset inventorying and global positioning system (GPS) locating of sewer and stormwater assets to help build the Town's geographic information system (GIS) database. In 2021, RCAP Solutions collected location data for sewer manholes, provided this data to the Town in Esri ArcGIS formats, and trained the Town in how to update and add to this information as additional data is collected.

As of November 2021, RCAP Solutions is beginning similar work on the inventorying and locating of stormwater assets. Wright-Pierce plans to assist the Town in collecting data as part of the MassDEP and Massachusetts Clean Water Trust Asset Management Program Grant.

Establishing a single GIS database of the Town's sewer and stormwater assets is critical to understanding the Town's system comprehensively and for use in other projects, such as pipe, manhole, and catch basin inspections, flow monitoring, and hydraulic modeling.

4

Section 4 Recommended Projects and Modified Implementation Plan

Based on Wright-Pierce's review of available information provided by the Town of Montague since 2005 and presented in the previous sections, we have developed a modified implementation plan that we are recommending to the Town. This modified implementation plan incorporates new information provided, details of our findings, and recommendations for next steps for the Town to mitigate combined sewer overflow (CSO) discharges as part of its CSO Long Term Control Plan (LTCP). At this time, we do not believe that these CSOs can be completely eliminated.

4.1 Identified Projects

The projects detailed in the subsequent subsections have already been identified by the Town and Wright-Pierce, or in the 2005 LTCP as projects that can address CSO mitigation. Many of these are already funded by sources described in **Subsection 4.4.2.2**.

4.1.1 Geographic Information System

As stated in **Subsection 3.3**, RCAP Solutions will be assisting the Town in asset inventoring and Global Positioning System (GPS) locating of stormwater assets to help the ongoing efforts to build the Town's Geographic Information System (GIS) database. Wright-Pierce will also assist in these ongoing data collection efforts, by obtaining invert elevations and confirming pipe diameters for sewer assets, especially as it relates to the development of the hydraulic model as described in **Subsection 4.1.2**.

Establishing a single GIS database of the Town's sewer and stormwater assets is critical to understanding the Town's system comprehensively and for use in other projects, such as pipe, manhole, and catch basin inspections, flow monitoring, and hydraulic modeling.

4.1.2 Hydraulic Modeling

As part of the requirements of the Administrative Order, Wright-Pierce will be completing a separate task order to expand on the Town's existing sanitary hydraulic model. This update of the model will incorporate information gathered during the field investigations described in **Subsection 4.1.3**.

The model update task order will include calibrations using post-construction flow monitoring data, extending the physical model limits, determining the storage capacity and potential flow restrictions of the system based on design storms, the flow thresholds at the regulators, and assisting in the determination of the operation of the Avenue A buffer line, and evaluating alternatives based on model outputs. One of these alternatives is upsizing the influent Wastewater Pollution Control Facility (WPCF) line along Greenfield Road to increase capacity and mitigate the CSO discharges at this outfall. This is necessary to further evaluate the capacity of the interceptor upstream of the WPCF and understand if and how CSO abatement could be achieved by any of these alternatives.

4.1.3 Field Investigations

As part of the requirements of the Administrative Order, Wright-Pierce will also be completing a separate task order to gather data on existing conditions to confirm or address current infiltration and inflow (I/I) mitigation effectiveness or to identify sources of I/I. This work will consist of field investigative tasks that include, post-construction flow monitoring, night flow isolations, manhole inspections, and pipe inspections. It would also include

smoke and dye testing to identify potential private I/I sources, like roof downspouts. Manhole and pipe inspections will be performed following National Association of Sewer Service Company (NASSCO) Manhole Assessment Certification Program (MACP) and Pipeline Assessment Certification Program (PACP) standards.

This is important to capture current information on the impact of I/I and how potential reductions in I/I could affect CSO abatement. This work also collects data on the current condition of these assets, which leads to a more comprehensive understanding of the Town’s sewer system.

4.1.4 Previous Alternatives Evaluated and Recommended

In the 2005 LTCP, CDM Smith evaluated multiple alternatives for CSO abatement that included hydrologic response improvements, storage alternatives, system conveyance improvements, treatment improvements, and CSO control facilities at the WPCF and Greenfield Road regulator. Out of these alternatives came the final recommendations for the implementation plan.

Upon review of the work completed as part of the implementation plan and the Town’s current work and conditions, Wright-Pierce re-evaluated these alternatives to determine if any were applicable now. **Table 4-1** shows these alternatives along with our re-evaluation.

Table 4-1 Re-evaluation of Alternatives

	Alternative	Completed	Recommended
Hydrologic Response Improvements	System-wide sewer separation	No	No – not cost-effective for Town
	Downspout disconnection (smoke testing and building inspections)	No	Yes – smoke/dye testing to determine potential private inflow sources
	Catch basin modifications (flow slipping)	No	No – not cost-effective for Town
	Urban parks and green spaces	No	No – not cost-effective for Town
	Sliplining selected areas	No	No – not cost-effective for Town
	Infiltration sumps	No	No – not cost-effective for Town
	Service connection replacement program	No	Yes – to remove potential private I/I sources
	Sump pump identification and removal	No	No – identification can be challenging; not cost-effective for Town
Storage Alternatives	Inline storage	No	No – not cost-effective for Town
	Offline storage	Yes	No – already completed with Avenue A buffer line.
System Conveyance Improvements	Increased WPCF influent capacity	No	No – not at this time and until hydraulic modeling work is completed per Subsection 4.1.2
	Diversion of flow	No	No – not cost-effective for Town
	Increased pumping at pump stations	No	No – pumps appear to be operating as intended
	Decreased pumping at pump stations	No	No – pumps appear to be operating as intended

4 – Recommended Projects and Modified Implementation Plan

	Alternative	Completed	Recommended
CSO Control Facilities at WPCF and Greenfield Road Regulator	Relocate Greenfield Road CSO regulator to head of WPCF with preliminary treatment (screening/grit removal) and disinfection	Partially – installed WWCCCT	No – not cost-effective for Town
	Site screening, grit removal, and disinfection at existing Greenfield Road regulator	No	No – not cost-effective for Town
	Relocation of regulator to head of WPCF and primary treatment	No	No – not cost-effective for Town

In addition to the alternatives evaluated, Wright-Pierce also reviewed the Town's National Pollutant Discharge Elimination System (NPDES) permit. In order to meet the requirements of this permit, the Town should submit updated documentation on its implementation of the Nine Minimum Controls (NMCs) as soon as possible. Based on Wright-Pierce's review of the NMCs in **Section 2**, some of these have been implemented since 2005, while others should be addressed. These include the 1st, 4th, 5th, 6th, and 8th NMCs, which are:

1. Proper operation and regular maintenance programs for the sewer system and CSO outfalls

The Town has a regular cleaning program of the sewer system, inspects the CSO regulators on a monthly basis, and inspects the CSO outfalls on a weekly basis. The Town should also sample the CSO outfalls. More details are provided in Subsection 4.2.4.

4. Maximization of flow to the POTW for treatment

Wright-Pierce will assist the Town in determining if the influent pipes to the WPCF need to be upsized based on the results of the hydraulic model analysis. The Town should develop and implement a standard operation procedure (SOP) for the proper maintenance and operation of the Avenue A buffer line, in order to optimize flows in the system and mitigate the CSO discharges. More details are provided in Subsection 4.2.2.

5. Elimination of CSOs during dry weather

The Town has been recommended by Wright-Pierce to implement SOPs, including visual inspections, to consistently observe CSO dry weather conditions during various times each day and on different weekdays. A formal procedure for observing, sampling, and/or testing during dry weather conditions has not been implemented to date. More details are provided in Subsection 4.2.4.

6. Control of solid and floatable materials in CSOs

The Town has considered installing trash hoods on problematic catch basins but has not yet. Wright-Pierce recommends routine cleaning of catch basins to address this control first, before installing trash hoods.

The Town can also control solid and floatable materials by monitoring and enforcing the industrial loadings to the WPCF from wastewater discharges from significant industrial users (SIUs). More details are provided in Subsection 4.2.6.

8. Public notification to ensure that the public receives adequate notification of CSO occurrences and CSO impacts

Although the Town has signs posted at the CSO outfalls, the Town should have website or social media announcements to meet this control. More details are provided in Subsection 4.3.

4.2 Best Practices

The best practices described in the subsequent subsection are based on Wright-Pierce’s review of available information provided by the Town and our industry experience and represent interim solutions for the Town over the next six years. These recommendations do not currently include additional separation of the combined sewer system.

4.2.1 Sewer Rate Study

In the 2005 LTCP, CDM Smith completed an affordability analysis following the procedures in the U.S. Environmental Protection Agency’s (EPA) “Guidance for Financial Capability Assessment and Schedule Development” which is required for a CSO Control Plan. This analysis included evaluation of the Town’s sewer rates over the next 20 years.

Wright-Pierce recommends that the Town complete an updated sewer rate study that takes new information into consideration. This will help to determine the financial burden placed on sewer users and whether a new fee structure or policy is needed. This effort is included in the application for the Asset Management Program Grant, which is discussed in more detail in **Subsection 4.4.2.2**.

4.2.2 System Maintenance

In 2006, the Town constructed a 750-foot, 48-inch reinforced concrete pipe (RCP) buffer line for the Avenue A regulator. The storage pipe was constructed to store approximately 70,500 gallons of combined flow. The buffer line does not have an automated valve to control it, but there is a manually operated slide gate in a manhole at the downstream end of the buffer line.

The buffer line was intended to be operated manually during wet weather events, and the Town is not currently using the buffer line as it was originally intended. We recommend that the Town develop and use a SOP for the maintenance and operation of the buffer line for system optimization, and possibly retrofit the buffer line to be operated remotely based on existing and telemetered regulator monitoring equipment and data supplied by ADS Environmental Services.

Based on Wright-Pierce’s WPCF High Flow Management Plan, dated September 28, 2021, we continue to recommend proper maintenance of the WPCF’s influent pipes, mechanical bar screen, and influent channels to avoid overflows at the Greenfield Road CSO in the future. This also includes implementation of SOPs to minimize the quantity and volume of discharges through the Greenfield Road CSO. These SOPs should consist of:

- Weekly monitoring of sediment accumulation in the influent pipes and channels
- Daily monitoring of the influent screen to ensure proper operation of the equipment
- Cleaning of the influent pipes and channels as determined by the operators through weekly monitoring

These system maintenance efforts will ultimately help the Town’s sewer system operate more efficiently and should abate CSOs.

4.2.3 Cleaning and Inspection

As a follow-up to the rehabilitation of the double barrel siphon beneath the Power Canal and upstream of the I Street CSO, Wright-Pierce recommends that the Town perform a post-rehabilitation closed-circuit television (CCTV)

pipe inspection of both barrels to assess their condition and the quality of repairs. This will require by-passing of flow and coordination with Eversource Inc. on its annual maintenance and draining of the entire canal system.

Wright-Pierce also recommends a routine catch basin cleaning program to control solid and floatable materials in CSOs. This will improve flow through the siphon and the collection system, increase capacity, and decrease the probability of blockages. This will achieve the 6th NMC.

4.2.4 Observing and Sampling Combined Sewer Overflow Outfalls

Wright-Pierce recommends that the Town track, document, and photograph or video both CSO outfalls during different conditions (i.e., dry weather, wet weather, times of day) on a weekly basis to monitor for patterns or consistencies. This will achieve the 1st and 5th NMCs.

4.2.5 Ordinances

The Town's Sewer Use Regulations were last updated in December 2013. The regulations include permit and monitoring requirements for industrial waste users and industrial pretreatment requirements. The regulations also include prohibition of illicit connections, such as roof downspouts, exterior foundation or other drains, sump pumps, and areaway drains, from connecting to the Town's sanitary sewer collection system.

Wright-Pierce recommends that the Town review these ordinances to ensure that sufficient language is included to enforce these regulations and permits and restrict potential sources of industrial discharges and private I/I from entering the sanitary sewer collection system and contributing to CSOs. The Town should also have a plan in place to enforce these ordinances.

4.2.6 Private Systems

Based on Wright-Pierce's draft WPCF EPA Administrative Order Technical Memorandum, dated July 30, 2021, we continue to recommend that the Town prioritize monitoring and enforcement of industrial loadings to the WPCF including the wastewater discharges from SIUs like LightLife, to prevent high strength waste slugs, fats, oils, and grease (FOG), floatables, and other debris from entering the public system. Although Lightlife installed a pretreatment system, the Town should enforce this permit by ensuring that remedies and/or penalties exist and are issued, and that ordinances are in place to support these efforts.

As previously included in the 2005 LTCP, Wright-Pierce recommends that the Town conduct smoke/dye tests of roof downspouts at specific establishments in the village of Turners Falls to determine the sources of potential private I/I and estimate the quantity of I/I from these sources, as they may be contributing to CSOs.

As also included in the 2005 LTCP, we recommend that the Town develop and implement a sewer service replacement program to address potential sources of private I/I from defective sewer laterals. Similar to private I/I from roof downspouts, defective sewer laterals can contribute to overall system I/I and CSOs. A sewer service replacement program will aid the Town in addressing and financing these needs when issues arise, and also overcome the typical legal and ownership challenges of maintaining private sewer laterals.

4.3 Public Education and Notification

One of the NMCs states that the Town needs "public notification to ensure that the public receives adequate notification of CSO occurrences and CSO impacts." Furthermore, in the Massachusetts Department of Environmental Protection (MassDEP) "Act Promoting Awareness of Sewage in Public Waters" issued in January

2021, MassDEP now requires electronic public notification every eight hours for an ongoing CSO discharge and within two hours after a CSO discharge ends.

In the Town's April 14, 2021 response to the Administrative Order issued by the EPA in June 2020, the Town stated that public notices would be posted on its website about CSO information and river water quality. To date, this information is not on the Town's website.

Wright-Pierce recommends that the Town proceed with website or social media announcements to meet these requirements, and possibly incorporate automated messaging and alerts based on existing and telemetered regulator monitoring equipment and data supplied by ADS Environmental Services. A sample of a public notification is provided in **Appendix A**. The requirements of MassDEP's electronic public notification goes into full effect on July 6, 2022.

4.4 Modified Implementation Plan

Based on Wright-Pierce's review of available information provided by the Town since 2005, we recommend the following updated and modified implementation schedule and costs. This modified implementation plan incorporates new information provided, details of our findings, and recommendations for next steps for the Town to mitigate CSO discharges.

4.4.1 Schedule

A modified implementation schedule based on the modified implementation plan recommendations is provided in **Figure 4-1** on the subsequent page.

Figure 4-1 Modified Implementation Schedule

Typical Best Practices (Already Applied for Funding)	Typical Best Practices (Not Yet Applied for Funding)	FY22		FY23				FY24				FY25				FY26				FY27	
		2022		2023				2024				2025				2026					
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
GIS database development for storm and sewer systems			█	█																	
Hydraulic modeling			█	█	█	█	█														
Field investigations			█	█	█	█	█														
Sewer rate study				█	█	█	█														
	Updated NMCs	█																			
	Avenue A regulator buffer line SOP	█	█																		
	Maintenance of WPCF influent pipes, screen, and channels	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	WPCF influent SOPs	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Periodic cleaning of siphon inlet sumps				█	█	█										█	█			
	Post-construction inspection of double barrel siphon							█	█	█	█										
	Routine cleaning of catch basins		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Monitoring and sampling CSO outfalls	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Review/update sewer use regulations				█	█	█														
	Monitoring and enforcement of industrial loadings	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
	Sewer service replacement program																		█	█	
	Public notification	█	█																		

4.4.2 Costs

For purposes of this report, general cost estimates were developed based on the modified implementation plan recommendations presented in this section. On average, the annual cost of these recommendations ranges from \$240,000 to \$3350,000 over the next six years, for a total of approximately \$1.4 to \$2.01 million. These costs simply represent placeholder planning level costs based on the interim recommendations for the Town and can be better defined and finalized as work continues to meet the Administrative Order, which includes the GIS development, hydraulic modeling, and field investigations efforts.

These costs are not all inclusive and also do not intend to indicate that the Town's CSOs will be eliminated by only completing the recommendations and spending the amount of the current cost estimates provided. For example, the results from the hydraulic modeling efforts may lead to additional recommendations, such as pipe upsizing, and costs for those improvements. The results from the field investigative efforts may also lead to additional recommendations, such as manhole and pipe rehabilitation, and costs for those improvements. Development of these costs is explained in **Subsection 4.4.2.1**.

4.4.2.1 Development Basis of Costs

Planning level costs were developed using standard cost estimating procedures consistent with industry standards and our knowledge of typical best practices. The cost information presented herein is in current (2021) dollars and escalated by three percent annually to account for inflation.

4.4.2.2 Funding Considerations

These recommendations represent a financial and economic challenge for the Town based on its limited annual budget. This is why we recommend that the Town seek out additional methods of funding through grant and loan programs, which are described in more detail in this subsection.

The Town's fiscal years begin on July 1 and end on June 30. The Town's fiscal year 2022 (FY22) budget for the DPW is \$1.5 million. This includes many typical services that the DPW provides, including public buildings, streets, parks, as well as the sewer collection system and CSOs. We recommend that the Town itemize and keep separate line items for collection system needs.

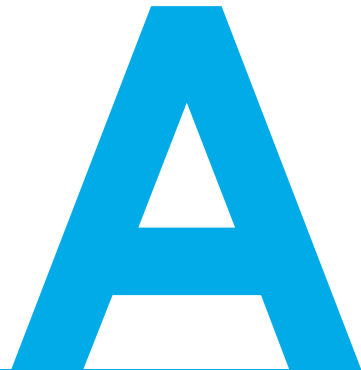
The MassDEP and the Massachusetts Clean Water Trust provides up to \$2 million in grant funding through their Asset Management Program Grant. These grants are available for utility planning projects for drinking water, wastewater, and stormwater systems.

Wright-Pierce assisted the Town in applying for an asset management grant in 2021 for the projects identified in **Subsection 4.1**. This includes the GIS, hydraulic modeling, and field investigations projects. Announcement of the grant award will be in Winter/Early Spring 2022. We recommend that the Town consider applying for another asset management grant for future work, such as for the post-rehabilitation inspection of the double barrel siphon.

The MassDEP State Revolving Funding (SRF) is another funding opportunity for the Town. SRF loans at two percent interest and 20-year terms are available for wastewater collection system and stormwater management projects that relate to compliance with federal and state water quality requirements. Wright-Pierce recommends that the Town consider SRF loans for larger projects only.

The United States Department of Agriculture (USDA) also offers loans and grants through the Rural Development program. This funding assistance is offered to low-income rural communities, like Montague, on utility service projects. Wright-Pierce recommends that the Town utilize USDA Rural Development funding for a pre-planning grant to develop future projects that will result from the hydraulic modeling project identified in **Subsection 4.1**, and to fund that future project work when it is performed.

Finally, the American Rescue Plan Act (ARPA), through the State and Local Fiscal Recovery Fund and the Capital Projects Fund can provide additional financial assistance to the Town in the wake of the COVID-19 pandemic. The State and Local Fiscal Recovery Fund can provide emergency funding for local governments for essential workers and infrastructure, including sewer services. The Capital Projects Fund is focused on rural and low- to moderate-income communities, like Montague, for modern infrastructure needs. Potential projects that could be funded through this source, include maintenance of the WPCF influent pipes, screen, and channels; routine cleaning of catch basins and installing trash hoods on problematic catch basins; and monitoring and sampling the CSO outfalls. Wright-Pierce recommends that the Town allocate part of its ARPA funding to the collection system and also wait to see how MassDEP will allocate additional funding.



Combined Sewer Overflow Notification

This email is to notify you the Town of Montague has experienced a combined sewer overflow (CSO) activation from one or more of its CSO regulators. For more information about this CSO activation, click [\(hyperlink\)](#).

CSO discharges consist, or likely consist, of untreated or partially treated sewage and waste. Public health officials recommend avoiding contact with water bodies during rainstorms and for 48 hours afterward, as there may be increased health risks due to bacteria or other pollutants associated with urban stormwater runoff or discharges of untreated or partially treated wastewater.

For additional information about CSOs and Montague's CSO Abatement Program, click [\(hyperlink\)](#).

To unsubscribe from these alerts, click [\(hyperlink\)](#).

This email is system-generated. Please do not reply.



169 Main Street, 700 Plaza Middlesex
Middletown, CT 06457
860.343.8297 | www.wright-pierce.com

lisa.muscanell@wright-pierce.com

AMENDMENT NO. 1
TO
AGREEMENT BETWEEN
TOWN OF MONTAGUE
AND
WRIGHT-PIERCE
FOR
MONTAGUE WPCF AERATION BLOWER UPGRADE PROJECT

AMENDMENT NO. 1
TO
AGREEMENT BETWEEN
TOWN OF MONTAGUE
AND
WRIGHT-PIERCE
FOR
MONTAGUE WPCF AERATION BLOWER UPGRADE PROJECT

This AMENDMENT made the _____ day of January, 2022 by and between town of Montague, (hereinafter called CLIENT), and WRIGHT-PIERCE (hereinafter called ENGINEER).

WHEREAS, an Agreement was entered on April 26, 2021 between the CLIENT and ENGINEER, which Agreement is entitled Agreement Between Town of Montague and Wright-Pierce for Montague WPCF Aeration Blower Upgrade Project (hereinafter referred to as AGREEMENT).

WHEREAS, the CLIENT added additional scope to the Project (consisting of replacing the coarse bubble diffuser system with a fine bubble diffuser system in the Aeration Tanks) which resulted in additional scope of services during the Final Design and Procurement Phase and the Construction and Operational Phase of the Project.

NOW, THEREFORE, in consideration of said AGREEMENT and other good and valuable considerations, it is hereby agreed and acknowledged by and between CLIENT and ENGINEER to amend the AGREEMENT as follows:

1. The AGREEMENT shall be amended to include this AMENDMENT, a copy of which shall be attached thereto and made a part thereof.
2. In SECTION 1 – SCOPE OF SERVICES, after III. Final Design and Procurement Phase Item E, ADD the following:

“ F. Prepare application materials and coordinate with Demand Management Institute (DMI) to initiate the process for energy efficiency funding through Eversource (required for the Gap Grant Funding application). Assist CLIENT with application paperwork for the Gap Grant Funding within 4-6 weeks of the formal funding announcement.

G. Provide requested information to DMI to calculate potential energy savings with both the fine bubble diffusers and new blowers installation.

H. Prepare a separate procurement package for the CLIENT to procure a fine bubble diffuser system. Prepare diffuser layouts / sketches that will locate manual isolation valves, illustrate the extent of demolition required in the aeration tanks, and will illustrate the proposed diffuser layout based on manufacturer’s information and modifications to the air piping at each drop leg using existing available drawings as scanned images.”

3. In SECTION 1 – SCOPE OF SERVICES, IV. Construction and Operational Phase Item A, ADD at the end “for both procurement packages, one for fine bubble diffusers and one for aeration blowers”.
4. In SECTION 1 – SCOPE OF SERVICES, IV. Construction and Operational Phase Item D, REVISE “2 full days” to “3 full days” and “4 half days” to “6 half days”.
5. In SECTION 2 – COMPENSATION in the second paragraph under I. Payments to ENGINEER, DELETE \$24,700 and REPLACE with \$31,700.

IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT to said AGREEMENT as of the day and year first above written.

CLIENT:

ENGINEER:

By:

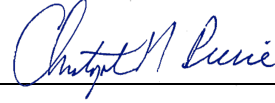
By: Christopher N. Pierce, PE

Title:

Title: Vice President

Date:

Date: December 20, 2021



AGREEMENT BETWEEN
TOWN OF MONTAGUE
AND
WRIGHT-PIERCE
FOR
MONTAGUE WPCF AERATION BLOWER UPGRADE PROJECT

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EXHIBIT A – SCHEDULE OF TERMS AND CONDITIONS

- Amendment No. 1 _____ dated _____
- Amendment No. 2 _____ dated _____
- Amendment No. 3 _____ dated _____
- Amendment No. 4 _____ dated _____

AGREEMENT BETWEEN
TOWN OF MONTAGUE
AND
WRIGHT-PIERCE
FOR
MONTAGUE WPCF AERATION BLOWER UPGRADE PROJECT

THIS IS AN AGREEMENT made as of April 26, 2021 between TOWN OF MONTAGUE ("CLIENT") and Wright-Pierce ("ENGINEER"). CLIENT intends to install two new aeration blowers and associated master control panel at the Montague Water Pollution Control Facility (WPCF) (the "Project").

CLIENT and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by CLIENT as set forth in Section 2 below. Execution of this Agreement by ENGINEER and CLIENT constitutes CLIENT's written authorization to ENGINEER to proceed on the date first above written with the Services described in Section 1 below. This Agreement will become effective on the date first above written.

SECTION 1 - SCOPE OF SERVICES

I. Study and Report Phase

N/A

II. Preliminary Design Phase.

During the Project's Preliminary Design Phase, the ENGINEER shall:

A. Prepare a Basis of Design for the Project

1. Utilizing the BioWin® process model that will be calibrated and verified by the ENGINEER under a separate agreement executed with the CLIENT, determine the estimated range of potential oxygen demand and associated air flow rates required to meet these minimum and maximum conditions. Utilize the BioWin® model to assess oxygen demand and required air flow rates at projected future minimum, average and maximum day conditions as presented in the DPC Engineering, LLC's Aeration System Upgrades Final Memorandum dated January 2021. Calibrating and verifying the Biowin® process computer model of the Montague WPCF is not part of the scope and fee of this Agreement.
2. Meet with CLIENT to discuss the range of oxygen demands and airflow rates to be utilized to meet anticipated current and future conditions.
3. Evaluate aeration blower types (positive displacement tri-lobe or hybrid screw compressor, integrally geared centrifugal, and high speed turbo), alternative

configurations, and quantity to meet air flow rates. Evaluate the turndown capacity of up to three different types of aeration blowers to determine what type or model aeration blower may be able to meet the full range of air flows required with both coarse and fine bubble diffusers. Confirm that selected blower can fit within space of existing blowers to be replaced.

4. Prepare a draft technical memorandum that summarizes the range of oxygen demands and airflow rates to be utilized for the aeration blower(s) basis of design, presents the recommended blower type and quantity, and provides a preliminary opinion of probable procurement and installation cost.
5. Submit the draft technical memorandum within 120 days after receiving written authorization to proceed. Submit the final technical memorandum within 10 business days of receiving the CLIENT'S comments. Unless otherwise requested, the draft and final technical memorandums will be provided as an electronic copy in PDF format. Schedule is contingent upon authorization to proceed with the *Agreement between Town of Montague and Wright-Pierce for Engineering Assistance for WPCF High-Flow Management and Effluent Limit Compliance Plans* under which the Biowin® model will be developed.
6. Attend up to one WPCA meeting to present the recommended improvements.

III. Final Design and Procurement Phase.

After acceptance by CLIENT of the technical memorandum (basis of design and type of blower(s) to be purchased), during the Final Design and Procurement Phase, the ENGINEER shall:

- A. Assist with the preparation of a procurement package to allow the CLIENT to obtain bids for the recommended blowers. The procurement package would include an Invitation to Bid, Bid Form, Summary of Work, and Blower Technical Specifications.
- B. Prepare a sketch of the existing blower room using a scanned image showing location of proposed blowers and connection to existing air piping within the room as well as location of Master Control Panel.
- C. Provide necessary information to Eversource and Demand Management Institute (DMI) in support of the energy efficiency rebate incentive applications.
- D. If selected blower is recommended to be provided by a single manufacturer, prepare a procurement justification letter to the CLIENT for sole-source purchasing of the Aeration Blowers.
- E. Attend up to two meetings for Town committees, boards, WPCA etc. to assist with the procurement of the blower(s).

IV. Construction and Operational Phase

During the Construction and Operational Phase, the ENGINEER shall perform the following services:

- A. Review of manufacturers' shop drawings and other submittals to verify equipment sizing and installation details.
- B. Assist the CLIENT with the scope of services for any subcontractors to perform work on site including any electrical / instrumentation & controls scope. Review proposals from subcontractors and provide comments to the CLIENT for consideration.
- C. Assist CLIENT with any follow-up required for energy incentive applications and / or letters of agreement through Eversource.
- D. Provide qualified personnel for up to 2 full days or 4 half days of commissioning and start-up assistance in the field as requested by the CLIENT.
- E. Prepare a supplement to the WPCF's existing O&M manual to provide the necessary operations, maintenance, and troubleshooting for the new blowers to replace the existing information. The ENGINEER will provide both a hard copy as well as an electronic version of this supplement so that it can be incorporated into the existing O&M Manual.
- F. Develop process and electrical record drawings to show the modifications at the request of the CLIENT. The Record Drawings will be based on available drawings of the facility and no new drawings will be created.

V. Additional Services.

During ENGINEER's work on the project, it may become apparent to either CLIENT or ENGINEER that Additional Services not included in the basic Scope of Services are desired. ENGINEER will undertake to provide such Additional Services upon CLIENT's written authorization.

SECTION 2 - COMPENSATION

I. Payments to ENGINEER

ENGINEER's fee for the services outlined in the **SCOPE OF SERVICES** section of this Agreement is as follows:

For Scope Items I through IV, a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.0. Total compensation for these Scope Items is \$24,700.

The maximum total compensation for the Project shall not exceed the total compensation for the scope items above without written authorization from the CLIENT. If it becomes apparent to ENGINEER at any time that changes in Scope or other issues impact total compensation, ENGINEER will so notify CLIENT in writing. CLIENT and ENGINEER will then promptly meet

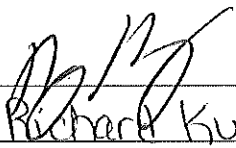
to review the status of the Project and any potential adjustments to Scope and/or compensation. Any resulting adjustments to compensation need to be approved by written authorization.

For authorized Additional Services, ENGINEER will bill CLIENT a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.0 and charges for Consultants' services times a factor of 1.10.

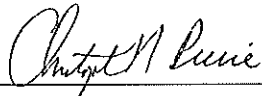
This Agreement (consisting of pages 1 to 5 plus Exhibit A) constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CLIENT:


By: Richard Kuktewicz
Title: Chair, Selectboard
Date: 4/26/21

ENGINEER:


By: Christopher N. Pierce, PE
Title: Vice President
Date: 4/23/2021

Address for giving notices:

Town of Montague
1 Avenue A
Turners Falls, MA 01351

Address for giving notices:

WRIGHT-PIERCE
169 Main Street 700 Middlesex Plaza
Middletown, CT 06457

**SCHEDULE OF TERMS AND CONDITIONS
FOR
AGREEMENT BETWEEN
"CLIENT"
AND
"ENGINEER" (WRIGHT-PIERCE)**

EXHIBIT A
SCHEDULE OF TERMS AND CONDITIONS
(CLIENT IS OWNER)
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**EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS
(CLIENT IS OWNER)**

1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

3.0 Reuse of Documents, Records

3.1 Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the

Project by CLIENT. Such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2 Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3 Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

6.0 Allocation of Risks

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. CLIENT shall Indemnify ENGINEER from Claims caused by Hazardous Waste

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

6.7. Florida Individual Liability Statute

FOR PROJECTS PERFORMED IN THE STATE OF FLORIDA, PERUSANT TO FLORIDA STATUTE 558.0035, EMPLOYEES OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

7.0 Insurance

7.1 ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

7.2 CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

7.3 Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

8.0 Subsurface Conditions

8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and

recommendations, but neither shall be responsible for the interpretation by others of the information developed.

8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER, and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

10.0 Compensation

10.1 Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

10.2 Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

10.3 Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

10.4 Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

10.5 Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

11.0 Controlling Law

This Agreement is to be governed by the laws of the Commonwealth of Massachusetts. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

12.0 Financial Advisor

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

13.0 Dispute Resolution

The parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

14.0 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

15.0 Precedence

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

16.0 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.0 Successors and Assigns

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party

of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

18.0 Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

19.0 Termination

The obligation to provide further services under this Agreement may be terminated:

19.1 For cause

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof, provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

19.2 By ENGINEER

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

19.3 For convenience

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

19.4 ENGINEER's Compensation

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

20.0 Equal Employment Opportunity

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former

patient of a state institution except where based on a bona fide occupational qualification.

**TOWN OF MONTAGUE
JOB DESCRIPTION**

POSITION TITLE: WPCF Foreman	DATE: January 2021
DEPARTMENT: Wastewater	GRADE: F
REPORTS TO: Superintendent	FLSA: Non-Exempt

Deleted: Chief Operator
Deleted: Dec 6, 2016
Deleted: Sewer

Statement of Duties

Position is responsible for providing supervisory, maintenance and operational functions for the Wastewater Pollution Control Facility. Responsibilities include ensuring the treatment plant is operating at maximum efficiency and must be able to make process adjustments to stay within permit constraints. Ensuring the proper working condition of equipment and supplies, planning and assigning work projects, instructing, guiding, overseeing and supervising WPCF staff in the field, reviewing completed work and taking disciplinary action where appropriate; and maintaining and updating records.

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Supervisory Responsibilities

Employee supervises staff of up to 5 full-time and up to 1 seasonal employees as assigned. The jobs reporting to this position are Lead Operator, Lead Mechanic, Wastewater Technician, Lab Technician and Operator/Laborer. Staff may be located in different areas than the employee. Employee is responsible for establishing work procedures and performance standards, scheduling work, assigning and reviewing work, providing employee performance feedback, new employee orientation, and providing training and development. The employee assists in recruitment and coordinates employee discipline with the WPCF Superintendent.

The nature of work fluctuates throughout the year. Increases in workload can usually be planned for in advance, except for some weather emergencies. Employee has access to confidential personnel files of the department.

Supervision/Guidance Received

Employee plans, prioritizes, and performs work in accordance with standard practices and previous technical training. Employee is expected to solve problems by interpreting instructions accordingly, and by applying known wastewater technology, laboratory techniques and practices to a wide variety of WPCF activities. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines, and priorities. Technical and policy problems or changes in procedures are discussed with Superintendent. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements; the methods used in arriving at the result are not usually reviewed in detail.

Deleted: Chief Operator
Deleted: 2016

[WPCF Foreman](#)
Montague WPCF
[January 2022](#)

TOWN OF MONTAGUE JOB DESCRIPTION

Job Environment

Position responsibilities require the use of judgment and initiative to perform supervisory functions such as examining, analyzing and evaluating facts, and circumstances surrounding individual projects or situations, and determining actions to be taken within the limits of standard or accepted practices. Employee is expected to resolve problems using judgment to analyze situations and determine appropriate actions. Errors can result in delay of work at facilities, damage to costly equipment, damage to public safety, misuse of manpower and materials and legal repercussions.

The position has occasional contact with the public in person, on the telephone and in writing for the purpose of responding to inquiries and complaints and providing information and assistance. The position has daily contact with other town departments, employees, and contractors for the purpose of giving or receiving information; coordinating activities; and providing information and assistance regarding departmental operations. Contact usually occurs in person, in writing, or on the phone.

Position Functions

The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to, or extension of, the position.

Essential Functions

1. Plans, coordinates, assigns and reviews the work of subordinate staff responsible for maintaining and repairing lift station and wastewater treatment plant equipment and facilities.
2. Schedules routine preventive maintenance work, records and reports of all maintenance/repair activities.
3. Operates motor vehicles and equipment necessary for the completion of projects and performs labor incidental to the work of operating assigned equipment.
4. Provides for the proper availability, operation, maintenance and repair of equipment and machinery.
5. Provides for the safe and efficient use of manpower and equipment, including overseeing training and development of staff.
6. Ensures that adequate supplies and equipment are available for projects. Supply and equipment estimates for all other departmental jobs and purchases some supplies.

[WPCF Foreman](#)
[Montague WPCF](#)
[January 2022](#)



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Montague WPCF¶
December 2016¶

**TOWN OF MONTAGUE
JOB DESCRIPTION**

7. Determines nature of problem, parts, materials and tools and equipment needed to make necessary repairs.
8. Investigates problems or complaints from the public regarding sewer, and pump stations.
9. Is on call for emergency response on a rotating basis.
10. Performs other similar or related duties as required or as situation dictates.

Recommended Minimal Qualifications

Education and Experience

A candidate for this position should have a High School diploma or equivalent and 5yrs or more experience in a similar position. Engineering training, Science degree or experience is a plus.

Additional Requirements

A candidate for this position is required to have a valid state driver's license.
Must possess the education and experience required for eligibility for a Grade 6C Massachusetts Wastewater license.

Knowledge, Skills and Abilities

- A candidate for this position should have thorough knowledge of:
- Wastewater process control, oversight of all wastewater operators involved with the wastewater process.
 - State and Federal Regulations, standards and criteria regarding the discharge of effluent.
 - Knowledge of State and Federal record keeping and reporting.

Skill in:

- Effective communication and customer relations
- Strong skills in supervising subordinates
- Operation and maintenance of equipment.

And ability to:

- Read, interpret, explain engineering plans, to understand complex codes and regulations
- Follow directions and instruct others
- Maintain records and prepare reports

Tools and Equipment Used

WPCF Foreman
Montague WPCF
January 2022

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Montague WPCF¶
December 2016¶

**TOWN OF MONTAGUE
JOB DESCRIPTION**

Equipment operated includes light truck, automobile, light equipment, pneumatic tools, power tools, hand tools, office machines, welding equipment and computer.

Physical Requirements

The physical demands listed here are representative of those that must be met by the employee to successfully perform the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.

Employee is required to stand and walk constantly; sit, talk, listen, use hands, climb, balance, stoop, kneel, crouch, crawl, and reach with arms and hands regularly. Employee occasionally lifts up to 100 lbs. Normal vision is required for this position.

Work Environment

The work environment characteristics described here are representative of those that the employee encounters while performing the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.

Employee works on loud construction sites and is exposed to outdoor weather conditions and moving mechanical parts frequently, high places, toxic or caustic chemicals, fumes or airborne particles regularly.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Approved:

_____ Date _____
Steve Ellis
Town Administrator

_____ Date _____
Board Chair,

Deleted: Chief Operator¶
Montague WPCF¶
December 2016¶

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



9B

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.ma.comptroller.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 Housing and Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4): One Avenue A, Turners Falls, MA 01376		Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114	
Contract Manager: Chelsey Little	Phone: (413) 773-8865	Billing Address (if different): same	
E-Mail: wpcf.supt@montague-ma.gov	Fax:	Contract Manager: Julissa Tavarez	Phone: 617 573 1407
Contractor Vendor Code: VC6000191893		E-Mail: Julissa.tavarez@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SC OCD321022330000098	
		RFR/Procurement or Other ID Number: DHCD One Stop RST 22	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <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 <i>new</i> total if Contract is being amended). \$ <u>169,000</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 <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. The Town of Montague will replace an existing sewer pump station securing its life for the coming 25+ years and ensuring no substantial interruption of services to the largest base of industry and employment in Montague, the Franklin County Technical School, the Ja'Duke Performing Arts, and Early Childcare facility.			
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>6/30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Richard Kuklewicz</u> Print Title: <u>Selectboard Chair</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Louis Martin</u> Print Title: <u>Director</u>	



STANDARD CONTRACT FORM INSTRUCTIONS

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INSTRUCTIONS

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 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: 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 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



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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.)

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.



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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.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) 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 (in their own handwriting and in ink) 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



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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 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



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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.



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

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 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.



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

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.

**ATTACHMENT A SCOPE OF SERVICES AND
ADDITIONAL TERMS & CONDITIONS**

FY 2022 Rural and Small Town Development Fund Contract

Rural and Small Town Development Fund Grant Program

I. CONTRACT

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

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

II. SCOPE OF SERVICES AND COMPLIANCE WITH LAWS

The Rural and Small Town Development Fund Grant Program provides funding for projects in qualifying rural and small towns in Massachusetts. It encourages local communities to develop projects, such as the construction or major repair of physical infrastructure or the development of engineering, schematic, or feasibility designs.

All projects must be completed by June 30, 2023.

The Contractor shall use the FY 2022 contract funding to provide services in accordance with the terms of the attached Budget, the terms of this Contract, and any subsequent Contract amendments. **ALL EXPENSES MUST BE INCURRED ON OR BEFORE JUNE 30TH OF THE FISCAL YEAR IN WHICH THEY OCCUR (FY 2022 –**

YEAR 1; FY 2023 – YEAR 2). Any later change in services and activities to be provided by Contractor shall be made only with the prior approval of the Department, in accordance with Section III.D, below.

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended.

The Department reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Department may issue, amend, or supplement from time to time.

III. ADDITIONAL TERMS AND CONDITIONS

A. Reporting Responsibilities of the Contractor

1. The Contractor, and any entity under subcontract, having costs chargeable to Contract funds shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions including without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
2. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
3. The Contractor must submit requests for time extensions for the submission of any reports or data in writing to the Department for approval or disapproval prior to the passing of the deadline. Such requests should explain the reason for the delay and specify the new deadline for the submission of the report or data. The Department may grant such requests in writing.
4. Quarterly Progress Reports. The Contractor shall submit written quarterly progress reports to the Department in compliance with the following deadlines and requirements on a form provided by the Department.

Progress reports shall be submitted on or before the 15th day of the month following the last month of the quarter. The last months of each quarter are March, June, September, and December; accordingly, as an example, the progress report for the first quarter is due on or before April 15. Such reports do not need to be submitted once a final reimbursement is made and the project is complete.

5. The Contractor shall continually assess its performance of the Contract-supported activities to ensure that the performance objectives outlined in the Contract are achieved. This includes, but is not limited to, the Contractor's monitoring that applicable schedules are met and performance objectives are achieved in accordance with the activities delineated in the Contract. The Contractor shall inform the Department in writing, which may be done electronically, of the

following conditions which may affect its deliverable objectives and performance as soon as they become known:

- a. Problems, delays, or adverse conditions which will materially affect the Contractor's ability to attain deliverable objectives. This disclosure shall be accompanied by a statement of any actions taken or contemplated by the Contractor, and any assistance needed from the Department to resolve the situation.
 - b. Favorable developments or events which will enable the Contractor to meet the deliverable Contract objectives sooner than anticipated or at less cost than originally projected.
6. The Contractor shall submit all progress reports to the Department's assigned program representative electronically at the following email address:
- Filipe Zamborlini
Community Grants Coordinator
filipe.zamborlini@mass.gov
7. The Department shall advise the Contractor within thirty (30) days of receiving any report if it is not acceptable to the Department. The Contractor shall submit an acceptable report upon receipt of such advice from the Department.
 8. The Contractor, and any entity under subcontract having costs chargeable to Contract funds, shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions, including, without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
 9. Within five business days of receipt, the Contractor shall provide the Department with copies of any and all exception reports and written communications of an audit or review of the Contractor and any written final reports of such audits or reviews that the Contractor receives during the Contract term from the state Office of the Inspector General (OIG) and/or the Office of the State Auditor. Such reports or communications may be provided electronically.
 10. Within five business days of being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall notify the Department of such action and deliver copies of such pleadings to the Department. Such reports or communications may be provided electronically.
 11. The Contractor will submit any other reports or information requested by the Department by the due date specified in the Department's request. The Contractor shall promptly make available to the Department or to an auditor or contractor approved by the Department such material information regarding the Contractor's activities as may be requested by the Department.

B. Payment Mechanism and Fiscal Obligations

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

1. Cost Reimbursement. The Contractor shall submit to the Department written requests for cost reimbursement on the Department's Rural and Small Town Development Fund Grant Invoice form (Rural and Small Town Invoice), or other such form as the Department may specify.

Only requests for cost reimbursement for authorized expenses, pursuant to the funds from the state's budget, are authorized for reimbursement.

2. Housing Choice Invoices should be submitted **no more than** once a month and should include the range of the dates of service being submitted for reimbursement.
3. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, and the provisions of the Commonwealth Terms and Conditions. In accordance with 815 CMR 2.00 and state finance law, the Department is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by the Department.
4. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by the Department, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.
5. The Contractor shall initiate any requests for payment by cost reimbursement by submitting a written request using the Rural and Small Town Invoice, or other such form as the Department may specify.

Each request for payment by cost reimbursement must be made on the Rural and Small Town Invoice. By the Rural and Small Town Invoice, the Contractor represents that in accordance with the Contract, including the Contractor's Budget as approved by the Department, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

The Department's fiscal representative will provide additional billing instructions, if necessary, to the Contractor via email following execution of this Contract.

When submitted electronically, the Rural and Small Town Invoice should be attached to the email submission. Any other documents, such as vendor invoices, should be submitted as separate attachments.

In addition to the Rural and Small Town Invoice, requests for payment by cost reimbursement shall also contain sufficient detail, supporting records, and documentation to support payment. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll records, accounting records, and purchase orders that are sufficient to document the Contractor's program and financial activities under this Contract.

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

Brett Morton
Division of Community Services
brett.morton2@mass.gov

with a copy to:

Filipe Zamborlini
Community Grants Coordinator
filipe.zamborlini@mass.gov

The Contractor shall maintain copies of all records submitted electronically to the Department, including but not limited to copies of invoices and supporting documentation, and provide copies to the Department upon request.

6. All requests for cost reimbursement must be submitted on or before July 15, 2022, if expenses were incurred in FY 2022 – Year 1; and on or before July 21, 2023, if expenses were incurred in FY 2023 – Year 2. Failure to do so may result in delayed reimbursement or denial of the request.
7. The Contractor shall submit the final Rural and Small Town Invoice on or before July 21, 2023. With the submission of the final Rural and Small Town Invoice, the Contractor shall return to the Department any unexpended funds that are reflected in the final reconciliation, subject to Section III.C below.

C. Budget Changes

1. Any subsequent change in the services and activities to be provided by the Contractor in accordance with the attached Budget, including, but not limited to, extensions of time, requires prior written approval from the Department's assigned program representative listed in Section III.A.6. **Requests for any subsequent change must be received by the Department on or before March 1, 2023.**
2. Budget Line Item Changes. The Contractor may transfer funds among the line items in the Budget only with the written permission of the Department. No amendment to the Contract shall be required for such change. The Contractor shall submit a request to the Department for such change, in writing, thirty (30) days prior to requesting reimbursement funds under such change. If the Department does not respond within thirty (30) days of receipt of the requested line item change, it will be deemed approved.

D. Signage, Acknowledgment, Publicity, and Logos

1. Signage. The Contractor may erect or post a sign at a location where Contract funds have been used indicating that financing is being or has been provided in part by the Department as part of the Rural and Small Town Development Fund Grant Program, subject to compliance with the zoning by-laws or ordinances of the municipality in which the sign is to be erected or posted. The sign shall include the following statement: "Funds for this Project have been provided by a Rural and Small Town Development Fund Grant provided by the Massachusetts Department of Housing and Community Development."
2. Acknowledgment. If Contract funds are expended by the Contractor on the preparation or production of a brochure or other publication, the brochure or publication shall include the following statement: "This publication was funded by a Rural and Small Town Development Fund Grant provided by the Massachusetts Department of Housing and Community Development."
3. Publicity; Other Materials. The Contractor may disseminate, publish, or reproduce documents produced in whole or in part pursuant to this Contract, provided that the Contractor furnishes to the Department copies of any such documents thirty (30) days prior to publication, and provided that such documents include the acknowledgment required under Section D(2). The Contractor may copyright any books, publications, or other copyrightable materials produced under this Contract, provided that the Contractor shall provide to the Commonwealth as appropriate an irrevocable, nonexclusive royalty-free right to reproduce, publish, or otherwise use or authorize others to use the copyrighted material.
4. Logos. If the Contractor wishes to include a Department logo on any signage or other materials produced in accordance with this section, it may contact the Department's assigned program representative, listed in Section III.A.6, for the appropriate copy of a logo.

5. Submission to DHCD. Any sign, publication, or other material produced in accordance with this section must be submitted in advance to the Department's assigned program representative, listed in Section III.A.6, no later than thirty (30) days before posting or distribution. If the Department does not respond within thirty (30) days of receipt of the material, it will be deemed to have approved of the material.

The Department reserves the right to require that the Contractor provide to the Department photographs, video, or other media and/or documentation, if applicable, or copies of such materials, of any project financed in whole or in part by the Department under the Rural and Small Town Development Fund Grant Program.

E. Audit or Financial Review

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

F. Monitoring

The Department may monitor the Contractor's (or Subcontractor, if applicable) compliance with the Contract. The Contractor shall allow the Department and its representatives access to all of its books and records pertaining to this Contract.

G. Conflict of Interest, Licensure, and Debarment

1. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder.
2. The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract, unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also be in compliance with the provisions of M.G.L. c. 268A.
3. The Contractor represents and warrants that as of the effective date, it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the Commonwealth or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and

subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.

4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify the Department if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

H. Enforcement, Suspension, and Termination

1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and the Department, and not to any third party.
2. The Department may use increased or additional monitoring and reporting as part of its enforcement actions.
3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.
4. The Department may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from the Department, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.
5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.
6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

I. Non-Discrimination In The Provision of Services

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

amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

J. Confidentiality

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.
2. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the confidentiality of information. The Contractor shall hold all personal data relating to Contract-supported personnel and applicants or recipients of Contract-supported programs and activities in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form and its Instructions and Contractor Certifications, and all applicable Federal and state privacy and confidentiality laws and regulations, including M.G.L. c. 66A, “Massachusetts Fair Information Practices Act;” M.G.L. c. 93H, Security Breaches; 801 CMR 3.00: Privacy and Confidentiality, and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.
3. Pursuant to the Standard Contract Form and its Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction, use, modification, disclosure, or loss.
4. The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.
5. The Contractor shall deliver to the Department, within 14 days of a written request by the Department following termination of this Contract, such personal data relating to this Contract as the Department may request; provided, that the Contractor may keep copies of any personal data delivered to the Department; and provided further, that for the purposes of this sentence, the term, “personal data”, shall not include the Contractor’s personnel records.

K. Fraud, Waste, and Abuse

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



Attachment B Budget FY2022 Rural and Small Town Grant

Name of Municipality Include name of Subcontractor if applicable	Program Manager Name, phone and email <i>Include name and contact information of person preparing report if different from project manager</i>
Town of Montague	Name: Chelsey Little Phone: (413) 773-8865 Email: wpcf.supt@montague-ma.gov

Project Description <i>Brief Summary of Project</i>
The Town of Montague will replace an existing sewer pump station securing its life for the coming 25+ years and ensuring no substantial interruption of services to the largest base of industry and employment in Montague, the Franklin County Technical School, the Ja'Duke Performing Arts, and Early Childcare facility.

Project Tasks	Cost by Task
Design/Engineering	\$30000.00
Other Professional Fees	\$0.00
Permitting	\$0.00
Construction	\$127000.00
Contingency	\$12000.00
Construction Admin.	\$0.00
Personnel (incl.tax/fringe)	\$0.00
Consultants/Prof. Fees	\$0.00
Meeting Express/Events	\$0.00
Project Supplies/Materials	\$0.00
Other/Miscellaneous	\$0.00
TOTAL	\$169000.00

(add additional rows as necessary)



Office of the Selectboard

Town of Montague

One Avenue A

Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108

FAX (413) 863-3231

Memorandum

Subject: Rural and Small Town Development Fund Capital Grant Program Request

Date: June 4, 2021

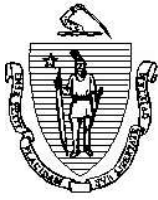
This letter is to confirm the high priority that the Montague Selectboard assigns to investment in its wastewater infrastructure and my support for the Town's Capital Grant Program request for rehabilitation of the sewer pump in Montague's Airport Industrial Park. This pump, which is currently compromised by age and by its incompatibility of its design with current sewage processing needs, is essential to local industry that employs in excess of 500 people and to vital educational institutions, including the Franklin County Technical School and the JaDuke pre-school.

Montague recently appropriated \$55,000 to modernize the controls and sensors at this pump station, which was a critical first step in its rehabilitation, but we've also committed to over \$500,000 in other EPA required improvements in our WPCF this year and simply don't have flexibility to shoulder the cost for additional rehabilitation of this most critical pump station.

For the above reasons, I would prevail upon those managing the Rural and Small Town Development Fund to offer your support to our community by fully funding this grant request.

Respectfully,

Richard Kuklewicz
Selectboard Chair
Town of Montague



Commonwealth of Massachusetts

DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

October 1, 2021

Mr. Richard Kuklewicz
Chair, Select Board, Town of Montague
One Avenue A
Montague, MA 01376

Dear Mr. Kuklewicz:

RE: Montague 968 Application

Thank you for submitting this application to the FY2022 Community One Stop for Growth. The three One Stop partner agencies worked together to carefully review and evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. Your application was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of **\$169,000.00** from the **Rural and Small Town** grant program has been approved. Congratulations on being one of the successful applicants.

This award is contingent the execution of a grant contract between the Town of Montague and the Department of Housing and Community Development (DHCD) and the satisfaction of its special conditions and requirements. We will send the grant contract to the contact person identified in your application. We will also send grant administration and contract requirement guidance to highlight contractual and regulatory obligations before proceeding with activities authorized for grant funding. If you have any questions, please contact Chris Kluchman, FAICP, Acting Director at Chris.Kluchman@mass.gov, and Filipe Zamborlini, Community Grants Coordinator at Filipe.Zamborlini@mass.gov.

Finally, please note that **public announcement of this award is embargoed** until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. We look forward to working with you to address the Town of Montague's housing and community development needs.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer D. Maddox".

Jennifer D. Maddox
Undersecretary, DHCD

Bid Solicitation: BD-21-1100-EED01-EED01-57825

Header Information

Bid Number:	BD-21-1100-EED01-EED01-57825	Description:	Community One Stop for Growth - FY2022 Grant Round	Bid Opening Date:	06/04/2021 11:59:00 PM
Purchaser:	Nicholas Bulens	Organization:	Executive Office of Housing and Economic Development		
Department:	EED01 - Economic Development	Location:	EED01 - Economic Development		
Fiscal Year:	21	Type Code:	NS - Non-Statewide Solicitation	Allow Electronic Quote:	No
Alternate Id:		Required Date:		Available Date :	01/21/2021 12:00:00 AM
Info Contact:	Website: www.mass.gov/onestop, Email: onestop@mass.gov	Bid Type:	OPEN	Informal Bid Flag:	No
Purchase Method:	Blanket				
Blanket/Contract Begin Date:	07/01/2021	Blanket/Contract End Date:	06/30/2022		

Pre Bid Conference: Visit www.mass.gov/onestop for a schedule (or recordings) of the information sessions - One Stop Webinars. In addition to reviewing the webinars, applicants can receive feedback by submitting an Expression of Interest as outlined in the NOFA.

Bulletin Desc: The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHED, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through April 2, 2021. For the most up to date program information, visit www.mass.gov/onestop.

Ship-to Address:	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	Bill-to Address:	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	Print Format:	
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File Attachments: [One Stop for Growth FY2022 NOFA](#)
[One Stop - Expression of Interest Template](#)
[One Stop - Full Application Template](#)

Form Attachments:
SBPP (Small Business Purchasing Program) NO

Eligible?:

See SBPP requirements and exceptions at www.mass.gov/sbpp :

Item Information

Item # 1: (00-00 - 00) The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHEd, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through April 2, 2021. For the most up to date program information, visit www.mass.gov/onestop.

U N S P S C Code: 00-00-00
Grant Opportunity

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				

Manufacturer:

Brand:

Model:

Make:

Packaging:

Exit

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Richard Kuklewicz	Selectboard Chair
Steven Ellis	Town Administrator

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

Date: January 3, 2022

Signature

Title: Selectboard Chair

Telephone: 413-863-3200 x108

Fax:

Email: wendyb@montague-ma-gov

[Listing can not be accepted without all of this information completed.]

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

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL