

MONTAGUE SELECTBOARD MEETING
1 Avenue A, 2nd Floor Meeting Room, Turners Falls, MA and VIA ZOOM
Monday, November 7, 2022

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/88425997227>

Meeting ID: 884 2599 7227 **Password:** 981790 **Dial into meeting:** **+1 646 558 8656**

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

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

Meeting Being Taped

Votes May Be Taken

- 1. 6:00 PM** Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken

2. 6:00 Approve minutes of October 24 and November 1, 2022 (if available)

3. 6:01 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment

4. 6:02 Sewer Commissioners
Chelsey Little, Superintendent, Clean Water Facility
 - Superintendents Report
 - Chair to Authorize and Sign NetDMR Storm Water Permit Signatory Authorization for Noah Diamond, Laboratory Manager
 - Authorize and Sign Wright Pierce task order for additional scope to PER for Screw Pumps Project
 - Authorize and Sign Wright-Pierce task order for Headworks HVAC evaluation
 - Execute Agreement Discuss Capital Projects and Planning
 - Execute FY2023 Community One-Stop for Growth Rural and Small Town Grant, BioSolids Composting Facility Feasibility Study, \$150,000
 - Execute Agreement with Weston& Sampson Proposal for Engineering Services for Development of a Local/Regional Biosolids Composting Facility Implementation Action Plan
 - Discuss Future Meeting Schedule

5. 6:30 Personnel Board
 - Appoint Eric Cole, DPW Building Maintenance, NAGE Grade C, Step 2, 40 hrs, week, effective 11/21/22
 - Request for Lateral Transfer from Boston Police Department to Montague Police Department upon Civil Service Approval
 - Appoint Christopher Smerz, Patrolman, NEPBA, Grade Patrolman, Step 8, effective December 5, 2022

6. 6:40 Brian McHugh, FCRHRA
 - Execute Contract with H.M. Nunes & Sons Construction for Avenue A Streetscape Project in the amount of \$322,990
7. 6:45 Public Hearing
 - [Downtown Turners Falls Winter Emergency Parking Regulation](#)
8. 7:00 Walter Ramsey, Assistant Town Administrator
 - Municipal acknowledgement of Project Eligibility Notification: South Ferry Road Culvert Replacement
 - Montague City Road Emergency Sewer Repair Updates
 - Canal District Master Plan Overview Study [Part 1](#) [Part 2](#)
9. 7:30 Discussion: Consider offering Selectboard position or sending a delegate for 340 Montague City Road Demolition Delay Bylaw Public Hearing scheduled for 11/16/22
10. 7:40 Consider agreement for temporary Health Department Staffing with the City of Greenfield
11. 7:50 Trish Howells, Board of Directors, Friends of the Franklin County Regional Dog Shelter
 - Requests Consideration the Selectboard lease or sell parcel 21-0-152 (15.585 acres) or lease or sell 5 – 6 acre section at the back of parcel 21-0-152 (with access from Turnpike Road or Turners Falls Road or Sandy Lane whichever is deemed best) to the non-profit Friends of the Franklin County Regional Dog Shelter, Inc.
12. 8:00 Town Administrator's Business
 - Execute FY2023 Engineering Agreement Landfill Monitoring Services Agreement, \$20,700
 - Update regarding progress with FERC settlement negotiations
 - Update on Town Hall Roof Replacement Project
13. 8:15 Executive Session in accordance with G.L. c. 30A, §21(a)(6), to consider the possible purchase, exchange, taking, lease or value of real property - First Light Power, votes may be taken

OTHER:

Next Meeting: Selectboard, Monday, November 14, 2022 at 6:00 PM via ZOOM

4B

Agency: EPA Region 01 - New Hampshire and Massachusetts
 Subscriber Agreement Number: 02ec207b-39e4-42c7-8862-288950ea4dcd
 Generated On: 2022-10-24 11:13:51.257
 Account Reference: 255737

NetDMR Subscriber Agreement Instructions Page

This form can be used for permits issued by: EPA Region 01 - New Hampshire and Massachusetts, hereafter referred to as "the Regulatory Authority".

A. Signatory Authority Information

The Signatory Authority is the individual that intends to sign DMRs and signs this Subscriber Agreement in Section E.

User Name: NOAHDIAMOND
Subscriber Name: Noah Diamond
Organization: Montague WPCF
Email Address: wpcf.lab@montague-ma.gov
Phone Number: (413) 773-8865

B. Permit Information

Signing privileges are requested for the following permits:

Permit ID	Facility Name	Facility Address	Relationship	Authorized By
MAR05J015	MONTAGUE WATER POLLUTION CONTROL FACILITY	34 GREENFIELD ROAD MONTAGUE, MA 01351	Parent	Rich Kuklewicz

C. Terms and Conditions

- **PURPOSE:** This agreement creates a legally binding obligation for the signer of the Agreement (the Responsible Official and/or Signatory Authority) to abide by the terms and conditions for use of the NetDMR System, and memorializes a mutual understanding that the signer of this agreement is as legally bound, obligated, and responsible by use of the assigned electronic signature as by a hand-written signature.
- **ACCEPTANCE & EFFECT:** Acceptance of this agreement by the Regulatory Authority shall be evidenced by notice from the Regulatory Authority, provided electronically, that this agreement has been approved.

- **SUBMITTAL & RECEIPT:** A Document shall be deemed to have been submitted when it is accessible to the Regulatory Authority. A document shall be deemed to have been received when it can be fully processed. No document shall satisfy any reporting requirement until it is received.
- **VERIFICATION:** In accordance with the associated certification statement, the signer of the Agreement is responsible for the truth and accuracy of the content of each submission. The signer of the Agreement also has an affirmative obligation to check the accuracy of the document as received by the Regulatory Authority and to notify the Regulatory Authority promptly if the document was sent without authorization or differs in substance in any way from the document that was submitted.
- **INABILITY TO TRANSMIT OR FILE REPORTS ELECTRONICALLY:** No party shall be liable for any failure to perform its obligations in connection with any Electronic Transaction or any Electronic Document, where such failure results from any act or cause beyond such party's control which prevents such party from electronically transmitting or receiving any Documents, except that the signer of the Agreement (Responsible Official and/or Signatory Authority) is nonetheless required to submit records or information required by law via other means, as provided by applicable law and within the time period provided by such law.
- **SEVERABILITY:** Any provision of the Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- **TERMINATION AND RENEWAL:** The Agreement may be terminated at any time by the Regulatory Authority. Upon termination of this agreement, the associated ability to submit electronic information through the NetDMR system will be terminated. The Regulatory Authority will provide notification of termination, including the date on which termination takes effect. A new Responsible Official and/or Signatory Authority must resubmit this form at the time that a new permit application is submitted or when Responsible Official and/or Signatory Authority responsibility transfers from one person to another.
-Note: Termination of this agreement may eliminate the ability to comply with permit requirements for any continuing operations. Paper DMR Reports will only be accepted under this permit where the permittee has provided sufficient justification and obtained prior approval from the Regulatory Authority.

D. Responsible Official Authorization

The Responsible Official is the appropriate individual identified under 40 CFR §122.22(a) with the authority to sign permit applications, reports, and other permit-required submittals (e.g., DMRs). The Responsible Official can also delegate the authority to electronically sign DMRs to a duly authorized representative(s) as described in 40 CFR §122.22(b).

Permit ID(s): MAR05J015

I, Rich Kuklewicz Sewer Commission Chair, have the authority to enter into this Agreement for MONTAGUE WATER POLLUTION CONTROL FACILITY and Permit ID MAR05J015 under the applicable standards. I request EPA Region 01 - New Hampshire and Massachusetts grant Noah Diamond the ability to submit DMRs for Permit ID MAR05J015.

Responsible Official Name: Rich Kuklewicz
Title: Sewer Commission Chair
Phone Number: 413-773-8865
Email Address: richardk@montague-ma.gov

Responsible Official Signature

Date

E. Signatory Authority Signature

The Signatory Authority is the NetDMR user that submits this agreement to request approval to electronically sign DMRs. The Signatory Authority has the authority to sign DMRs under 40 CFR §122.22(a) or is a duly authorized representative(s) who has been delegated the authority to electronically sign DMRs by the Responsible Official as described in 40 CFR §122.22(b).

Permit ID: MAR05J015

I, Noah Diamond, am authorized by the signatory authority named in Part D of this document, who does have the authority under the applicable standards, to enter into this agreement for MONTAGUE WATER POLLUTION CONTROL FACILITY and Permit ID MAR05J015.

By submitting this application for MAR05J015, I, Noah Diamond, have read, understand, and accept the terms and conditions of this subscriber agreement. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Title: Lab Manager

Signatory Authority Signature

Date

Print this form, save a copy for your records, and mail to:

EPA Region 01 - New Hampshire and Massachusetts

Attn: Diane Castricone

Environmental Protection Specialist - EPA Region 1

5 Post Office Square, Suite 100 (OES04-3)

Boston , MA 02109-3912

Checklist - Regulatory Authority Use Only:

Check	Information	Name	Date
	Form Received by		
	Verified ICIS-NPDES Permit Limits		
	Regulatory Authority Approves NetDMR Authorization		
	ICIS-NPDES NetDMR Flag Populated		
	User Approved in NetDMR Application		
	Notification to User		
	Inactivated?		

October 31, 2022
WP Project No. 21231

Ms. Chelsey Little, Superintendent
Town of Montague Clean Water Facility
34 Greenfield Road
Montague, MA 01351-9522

**SUBJECT: Town of Montague CWF Screw Pumps Replacement Project
USDA RD Funding Assistance and Preliminary Engineering Report (PER) Development
Additional Scope**

Dear Chelsey,

After the funding conference call between USDA RD, Wright-Pierce, and the Town of Montague on October 18th, 2022, the Town of Montague expressed the desire to add additional scope to the *Town of Montague CWF Screw Pumps Replacement Project USDA RD Funding Assistance and Preliminary Engineering Report (PER) Development Water and Waste Disposal Loan & Grant Program* proposal letter dated September 28th, 2022. This proposal letter provides additional scope for process and structural staff to perform a site visit, attend conference calls, and develop a 30% preliminary design Opinion of Probable Construction Cost (OPCC).

Proposed Scope of Work

Our proposed scope and fee is as follows.

Task 1 – Additional Services - USDA RD Funding Assistance and PER Development

Task 1 will include the following scope:

1. Attend one design workshop / site visit in person with CWF staff, collect photographs, and tour the screw pumps building/ station. Wright-Pierce will have technical staff from the structural discipline on site to confirm the scope of the project. I&C, electrical, mechanical, and architectural staff will be available via virtual Teams meeting if necessary. The confirmed scope will be used as the basis for development of the PER and OPCC. Wright-Pierce will provide meeting minutes that define the specific scope items to be included and obtain written acceptance of these minutes prior to proceeding with the PER.
2. Develop discipline specific opinions of probable construction cost (OPCC) to be incorporated into the PER after the Town of Montague accepts the design workshop meeting minutes.
3. Attend up to two additional conference calls with CWF staff and / or USDA RD.

Proposed Schedule

Wright-Pierce will conduct the design workshop and site visit within 30 days of written authorization and will develop a preliminary 30% design OPCC within 60 days of written authorization.

Proposed Fee

Our proposed fee for performing the additional scope of work above is **\$9,400**. Below is a breakdown of each fee by task:

Task Name	Estimated Hours	Reimbursable Expenses	Total Lump Sum or Estimated Fee
Task 1 – USDA RD Application Assistance and PER Development	45-55	\$400	\$9,400
Additional Scope			
TOTAL FEE			\$9,400

We would invoice the Town on a time charge basis with a not-to-exceed cost of \$9,400. Upon review and approval of this proposal by the Town, please sign the attached task order for work to be conducted under our existing on-call agreement with the Town executed in August 2022. We can begin immediately upon receiving written authorization.

Sincerely,
WRIGHT-PIERCE



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



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

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

Project Name: <u>Montague Clean Water Facility Screw Pumps Replacement Project</u>		Project No. <u>21231</u>
Client: <u>Town of Montague</u>		Prepared By: <u>Lisa M. Muscanell-DePaola, PE</u>
		Date: <u>10/31/2022</u>
Description of Assignment: Clean Water Facility Screw Pumps Replacement Project – USDA RD Grant Application Assistance and Preliminary Engineering Report Development – ADDITIONAL SERVICES		Estimated Fee
Itemization of Tasks	Est. Hours	
Task 1 - Refer to proposal letter attached, dated 10/31/2022	45-55	\$9,400
TOTAL		\$9,400
TOTAL ESTIMATED FEE:		\$9,400
<p>I agree that the services described above shall be paid for at the actual invoiced amount in accordance with the payment provisions of the On-Call Engineering Services Agreement between <u>Town of Montague</u> (CLIENT) and WRIGHT-PIERCE dated . Such payment may be different than the "Estimated Fee" indicated.</p>		
<p>SEEN AND AGREED TO BY:</p> <p align="center">(CLIENT) _____ DATE: _____</p> <p align="center">(ENGINEER) _____ DATE: _____</p>		

4D



700 Middlesex Plaza 169 Main Street Middletown, CT 06457
860.343.8297

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

Project Name:	Operations Building- Headworks HVAC Evaluation	Project No.	TBD
Client:	Town of Montague	Prepared By:	Lisa Muscanell-DePaola
		Date:	8/17/2022

Description of Assignment: Operations Building – Headworks HVAC Evaluation		Est. Hours	Estimated Fee
Itemization of Tasks			
Task 1 – Senior HVAC Engineer will conduct an on-site inspection and evaluation of the HVAC system(s) in the Operations Building Headworks Area to evaluate existing equipment operation and adequacy of sizing. Develop a technical memorandum with associated photos and include recommendations for improvements and modifications to ventilation inside the Headworks Area. Planning level opinion of probable costs will be included for budgetary purposes. Conference call / workshop to further discuss the technical memorandum if requested by the Client.		20-24 plus reimbursable expenses	\$5500
Note: No HVAC balancing or testing is included. Evaluation will be based on field observation only.			
Note: Although the term of the existing On-Call Engineering Services Agreement, dated June 7 th , 2021, has expired, Wright-Pierce will complete this work under the Terms and Conditions of this Agreement.			
TOTAL			\$5,500
TOTAL ESTIMATED FEE:			\$5,500

I agree that the services described above shall be paid for at the actual invoiced amount in accordance with the payment provisions of the On-Call Engineering Services Agreement between the Town of Montague (CLIENT) and WRIGHT-PIERCE dated June 7th, 2021. Such payment may be different than the "Estimated Fee" indicated.

SEEN AND AGREED TO BY:

(CLIENT) _____ DATE: _____

(ENGINEER) Christy M. Pucio _____ DATE: August 22, 2022

CAPITAL PROJECTS SCHEDULE

DEPT. WASTE WATER TREATMENT FACILITY		PROJECT OR ACQUISITION DESCRIPTION		QUOTED?	EXPENDITURES PER FISCAL YEAR										
PROJECT #	PRIORITY #				FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	
1		Screw Pump Replacement x2 (and controls)	yes			\$ 2,500,000									
2		Aeration Tanks-Turbo Blower Updates (GAP II Grant)	yes			\$ 200,000									
2		Aeration Tanks-Fine Bubble Diffusion (New GAP III Grant)	yes			\$ 100,000									
3		Pump Station Upgrades (J&G, Opt #1:simple updates)					\$ 50,000								
3		Pump Station Upgrades (Tech School)	yes			\$ 200,000									
3		Pump Station Upgrades (Montague Center)													
3		Pump Station Upgrades (Lake Pleasant and Denton St)													
2		Composting-Phase 1 Engineering	yes				\$ 175,000								
2		Composting-Phase 2													
3		Septage Receiving Station	yes				\$ 199,000								
3		Septage Receiving pipe and valve replacement	yes				\$ 50,000								
1		Main Generator Replacement-Update location, transfer switch, fuel type	yes		\$ 58,500	\$ 230,000	\$ 58,500	\$ 58,500	\$ 58,500			\$ 1,140,541			
2		Influent Pipe Replacement? (needs engineering review)											\$ 2,000,000		
3		2009 Ford Truck Replacement to Utility Van EV				\$ 68,000								\$ 90,000	
3		2016 Ford Truck Replacement (utility)													
3		Critical Spares on Shelf Purchasing (not updated for over 5 years)					\$ 35,000								
		Fencing/Automated Gates at Facility-safety and security							\$ 50,000						
		O&M Manual Update (old from 1980, DEP will require update)								\$ 75,000					
		Technically-Based Local Limite Study (4PP) C:\Users\Wendy\B\A\pp\atall\local\microsoft\Wind\dws\NetCachel\Content\Outlook\5780\CE5K\CWF_Sep16\pp\penditure Form_ACTIVE.xlsx													
		Chlorination System-Gas to Hypo Conversion	yes		\$ 215,000		\$ 3,356,500	\$ 567,500	\$ 786,600	\$ 2,536,582	\$ 2,000,000				
		FY TOTAL			\$ 273,500	\$ 3,356,500	\$ 567,500	\$ 786,600	\$ 2,536,582	\$ 2,000,000			\$ 40,000		

FORM A	Funded Grant/In progress
TOTAL	Grant Application
COST	Funded SUF/In progress
\$ 2,500,000	
\$ -	
\$ -	
\$ 200,000	
\$ 100,000	
\$ -	
\$ 50,000	
\$ 200,000	
\$ 200,000	
\$ -	
\$ 175,000	
\$ 952,406	
\$ -	
\$ -	
\$ 368,635	
\$ 199,000	
\$ 234,000	
\$ 230,000	
\$ -	
\$ 1,140,541	
\$ 2,000,000	
\$ -	
\$ 215,000	
\$ 9,520,682	



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

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

4F

October 17, 2022

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

Dear Mr. Kuklewicz:

RE: Montague 1110 Application

Thank you for submitting this application to the FY2023 Community One Stop for Growth. The Executive Office of Housing and Economic Development (EOHED), Department of Housing and Community Development (DHCD), and Massachusetts Development Finance Agency (MassDevelopment) worked together to evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. This application from Town of Montague 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 **\$150,000** from the **Rural and Small Town Grant Program** has been approved to support your project.

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, as well as an invitation to an online training on October 25, 2022 at 11:00 a.m. related to grant administration and contract guidance to highlight contractual obligations. Please do not proceed with grant activities until the contract is fully executed. If you have any questions, please contact Chris Kluchman, FAICP, Deputy 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 cursive script that reads "Jennifer D. Maddox".

Jennifer D. Maddox
Undersecretary, DHCD

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development	
Legal Address: (W-9, W-4): One Avenue A, Montague, MA 01376		MMARS Department Code: OCD	
Contract Manager: Richard Kukiewicz	Phone: (413) 863-3200	Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114	
Email: townadmin@montague-ma.gov	Fax:	Billing Address (if different): same	
Contractor Vendor Code: VC6000191893		Contract Manager: Julissa Tavarez	Phone: 617 573 1407
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		E-Mail: Julissa.tavarez@mass.gov	Fax:
		MMARS Doc ID(s): SCOCD321023330000234	
		RFR/Procurement or Other ID Number: DHCOneStop2023	

<p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date Prior to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ ____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>
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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): Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services 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**.

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.)

Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or **new** total if Contract is being amended). \$ 150,000

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. The Town of Montague will conduct a comprehensive feasibility study to determine whether/where to locate a biosolids composting facility, either local or regional in scale. A preliminary study offered economic & environmental arguments in favor of disposing of sewer sludge in this fashion, but further study and community engagement are needed. With proper risk (PFAS) mitigation strategies, this facility could stabilize biosolids disposal costs and enhance wastewater treatment system sustainability.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.

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.

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 6/30, 2024, 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: _____

Print Title: _____

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Louis Martin

Print Title: Director

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

FY 2023 Rural and Small Town Development Fund Contract

Rural and Small Town (RST) 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 Grant Program 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 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.

The Contractor shall use the FY 2023 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 2023 – YEAR 1; FY 2024 – 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.C. 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 shall submit written quarterly progress reports to the Department in compliance with the following deadlines and requirements using 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, except in instances when the due date shall fall on a weekend or holiday where reports would be due the following full business day after the deadline. **The Department may delay reimbursement to the Contractor if the Contractor consistently fails to submit timely progress reports or other documents required under this Contract.** Any such action by the Department shall be preceded by written notification of the intent to delay such reimbursement, which may be done electronically, and allow for the Contractor to make reasonable written explanation regarding the occurrence, and the remedy of the issue. Failure by the Contractor to reply to the Department's written notification or to comply with specific instructions from the Department shall be treated as a breach herein and under Section 4 of the Commonwealth Terms and Conditions. The Department further reserves the right to consider past performance under the Rural and Small Town Grant Program when evaluating an applicant's initial submission. Consistent failure to submit progress reports or to comply with the provisions of this Contract may negatively impact future awards of this grant.

Progress report deadlines are as follows:

FY23		
Q3	Period: 1/1/2023 to 3/31/2023	Due: 4/17/2023 *
Q4	Period: 4/1/2023 to 6/30/2023	Due: 7/17/2023 *
FY24		
Q1	Period: 7/1/2023 to 9/30/2023	Due: 10/16/2023 *
Q2	Period: 10/1/2023 to 12/31/2023	Due: 1/15/2024
Q3	Period: 1/1/2024 to 3/31/2024	Due: 4/15/2024
Q4	Period: 4/1/2024 to 6/30/2024	Due: 7/15/2024

*Denotes due date following a weekend or holiday.

4. A Contractor whose grant funds a Planning or Zoning project shall submit a copy of the planning or zoning document(s) produced with grant funding. Document(s) should be delivered by July 31, 2024. Documents that cannot be delivered by July 31, 2024 must submit written notification to the program representative by July 31, 2024 outlining when a report will be submitted. In accordance with Section III.A.3, failure to submit document(s) required under this Contract may (i) result in delayed reimbursement; (ii) may be treated as a breach of the Contract; and (iii) will be considered when evaluating applications for future grant awards.

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 promptly 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. Failure by the Contractor to communicate promptly or to respond promptly to communications from the Department may result in the denial by DHCD of any budget or schedule change requests by the Contractor, as provided in Section III.C.

 - 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 electronically to the Department's assigned program representative at the following 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 Grant Invoice form (Rural and Small Town Invoice), or other such form as the Department may specify.

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

completed within the dates of service of an invoice, and that take place within the length of the contract, are authorized for reimbursement.

2. Rural and Small Town 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.

Each request for payment by cost reimbursement must be made on the Rural and Small Town Invoice. By submitting 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.

When submitted electronically, the Rural and Small Town Invoice should be attached to the email submission in one email attachment. 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
Fiscal Representative
brett.morton2@mass.gov

with a copy to:

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

5. All requests for cost reimbursement must be submitted on or before July 17, 2023, if expenses were incurred in FY 2023 – Year 1; and on or before July 15, 2024, if expenses were incurred in FY 2024 – Year 2. Failure to do so may result in delayed reimbursement or denial of the request.
6. The Contractor shall submit the final Rural and Small Town Invoice on or before July 15, 2024. 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 or Schedule 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 amendments or extensions shall be reviewed on a case-by-case basis by the Department, and may be approved or denied by the Department at its discretion. Consideration shall only be extended to grantees who are in adherence with Section III.A.5 and other requirements of this Contract. Requests to amend or extend the end date of the Contract must be received by the Department on or before January 31, 2024.**
2. Budget Amendments. 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 for such change electronically to the Department's representatives, listed in Section III.B.4, at least 30 days prior to requesting reimbursement funds under such change. If the Department does not respond within 30 days of receipt of the requested change, it will be deemed to have approved of the change.

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 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 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 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 III.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 part by the Department under the Rural and Small Town 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 FY2023 Community Planning 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: Walter Ramsey Phone: (413) 863-3200 Email: planner@montague-ma.gov

Project Description <i>Brief Summary of Project</i>
The Town of Montague will conduct a comprehensive feasibility study to determine whether/where to locate a biosolids composting facility, either local or regional in scale. A preliminary study offered economic & environmental arguments in favor of disposing of sewer sludge in this fashion, but further study and community engagement are needed. With proper risk (PFAS) mitigation strategies, this facility could stabilize biosolids disposal costs and enhance wastewater treatment system sustainability.

Project Tasks	Cost by Task
Consultants/Prof. Fees	\$0.00
Meeting Express/Events	\$0.00
Project Supplies/Materials	\$0.00
Design/Engineering/Permitting	\$140,000.00
Bidding	\$0.00
Construction/Demolition	\$0.00
Construction Admin	\$0.00
Contingency	\$0.00
Building Code Compliance	\$0.00
Fire/Life Safety Code Compliance	\$0.00
Accessibility Improvements	\$0.00
Building Shell Repair	\$0.00
Building Stabilization	\$0.00
HVAC Improvements or Renovations	\$0.00
Interior Demolition or Remediation	\$0.00
Brownfield Site Assessment	\$0.00
Brownfield Remediation	\$0.00
Other/Miscellaneous	\$10,000.00
TOTAL	\$150,000.00

(add additional rows as necessary)



Bid Solicitation: BD-22-1100-EED01-EED01-70294

Responses Due in 0 Days, 0 Hours, 0 Minutes

Header Information

Bid Number:	BD-22-1100-EED01-EED01-70294	Description:	Community One Stop for Growth - FY2023 Round	Bid Opening Date:	06/04/2022 12:00:00 AM
Purchaser:	Juan Vega	Organization:	Executive Office of Housing and Economic Development		
Department:	EED01 - Economic Development	Location:	EED01 - Economic Development		
Fiscal Year:	22	Type Code:	NS - Non-Statewide Solicitation	Allow Electronic Quote:	Yes
Alternate Id:		Required Date:		Available Date :	01/21/2022 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:	07/01/2022	Blanket/Contract End Date:	06/30/2023		

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 March 18, 2022. 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:	
File Attachments:	FY23 One Stop Notice of Funding Availability (NOFA) FY23 One Stop Expression of Interest Template FY23 One Stop Full Application Template				

Form Attachments:

Required Quote Attachments

SBPP (Small Business Purchasing Program) Eligible?: NO

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 March 18, 2022. For the most up to date program information, visit www.mass.gov/onestop.

UNSPSC 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

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Office of the Selectboard

Town of Montague

One Avenue A

Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108

FAX (413) 863-3231

May 26, 2022

To Whom it May Concern

Please be advised that the Montague Selectboard unanimously approved the following motion at their May 16, 2022 meeting.

Move to authorize Montague Town staff to submit a Community One Stop for Growth grant application for a comprehensive feasibility study relative to the design and construction of a sludge composting facility, to include a community engagement study component.

Chris Boutwell, Aye; Matt Lord, Aye; Rich Kuklewicz, Aye.

Respectfully,

Steven Ellis, MPA
Town Administrator

----- Certification of Vote -----

A TRUE COPY

ATTEST:

Montague Town Clerk

June 2, 2022

Steven Ellis
Montague Town Administrator
One Avenue A
Turners Falls MA 01376

Re: Proposal for Engineering Services for Development of a
Local/Regional Biosolids Composting Facility Implementation Action Plan

Dear Mr. Ellis,

Following up on our discussion over the past several weeks, Weston & Sampson Engineers, Inc. (the Engineer) proposes to provide services to the Town of Montague (the Town) as described herein in accordance with your request to develop an action/implementation plan for the proposed Local/Regional Composting Facility, as generally described in the recently completed Biosolids Composting Feasibility Study by Stantec, Inc.

Project Understanding

In early 2022, the Town of Montague completed a Biosolids Composting Feasibility Study. This study concluded that a local compost facility was feasible to construct that would compost either local biosolids (Montague only, handling approx. 4 dry tons per week) or biosolids from a limited regional area (handling approx. 10 dry tons per week). The study included technical analysis of the composting process, description and preliminary layout of the facility, significant review of odor generation and control, and a basic economic summary for the project. The study showed that such a composting facility would be expensive to construct in Montague, but could be justified based on recently increased solids disposal costs and continuing trends towards higher costs.

Building from the completed work, the Town is seeking to continue efforts towards this possible solution to a growing economic challenge. The next step will be completing an implementation action plan, which will answer several key questions regarding the potential project and help put the Town and its regional partners in a position to make implementation decisions. The implementation action plan will use and build upon the technical work completed in the Feasibility Study, and not seek to replace the key elements of that work (e.g., technical sizing, layout, odor modeling, etc.). However, where appropriate review and comment on observations and recommendations in the Feasibility Study will be included in the follow-on effort. Based on our understanding of the Town's needs, the scope for the proposed Local/Regional Biosolids Composting Implementation Action Plan is summarized as follows.

Proposed Scope of Services

Engineering services to complete the Local/Regional Biosolids Implementation Action Plan will include performing the following tasks.

1. **Study Conclusion/Gap Analysis** - Meet with Town Officials and key stakeholders to review and confirm the key conclusions from the Feasibility Study, and to identify gaps and points for confirmation in the study conclusions that will need to be addressed by the Implementation Action Plan.
2. **Site Options Identification** - Working with Town Officials, identify two to three feasible sites for the proposed composting facility. This will include the Sandy Lane Transfer Station site (identified in the Feasibility Study as the preferred and feasible site) and up to two additional sites for review.
3. **Regional Partner Coordination** - Meet with Franklin County Solid Waste Management District (FCSWMD) to confirm/review parameters for the project and to identify constraints on participation by each jurisdiction they represent. Correspond on key follow-up items needed to be clarified by FCSWMD to complete the Implementation Action Plan.

4. **Advanced Technology Options** – Review the recommended composting facility technology in the Feasibility Study and identify possible technology improvements/alternatives that could improve project cost-effectiveness or system performance (one potential example of an alternative technology would be the possible use of packaged in-vessel composting technology). Summarize relevant key information related to the alternative technology identified.
5. **Update Siting Evaluation** – Confirm layout and site configuration for each of the identified possible sites to accommodate the proposed facility. Review site related constraints, environmental, technical and utility needs, and logistics related to each site (for example, identify truck routes to/from the site, identify utility extensions needed to support the facility, identify site ownership and access considerations, and facility layout modifications, if needed).
 - Screen environmental factors using available environmental data and mapping for each site, including considerations related to rare/sensitive/endangered species, habitats, wetlands and unique resources.
 - Provide a comparison of each site to support public discussion of the suitability and appropriateness of siting a composting facility.
 - This evaluation will include a qualitative comparison of potential odor impacts for additional sites based on relative proximity to sensitive receptors and other relevant site characteristics. The evaluation will include review of the projected odor potential and modeling summarized in the Feasibility Report and discussion providing a second opinion on appropriateness of those findings. Additional odor dispersion modeling is not anticipated in our cost proposal for either the currently proposed or additional sites to be identified.
6. **Public/Stakeholder Outreach** - Coordinate the implementation action plan with the Town's Public and Stakeholder Outreach Program, being led by the Franklin Regional Council of Governments.
 - We anticipate the need to prepare for and attend three public meetings with stakeholders.
 - This effort is expected to include support of site visits by stakeholders/residents to a similar composting facility to among other things assess odor potential. The Engineer will assist in developing a questionnaire with relevant questions to solicit input on odor and other pertinent factors from residents that participate in site visits. A summary of the results will be included as part of the final report. Our cost proposal anticipates that the Town will coordinate all logistics and provide transport as necessary for residents associated with these site visits, and that participation in the site visits by W&S staff is not required.
7. **Permitting Needs** – Identify permits and approvals needed at the local, state and federal level to implement the composting facility project. This task will include communication with Massachusetts DEP, as appropriate, to confirm any anticipated DEP permitting concerns.
8. **Updated Cost Information** – Based on known information and findings to date, provide updated cost opinions for the implementation of the project at each feasible site. This effort will rely to a great extent on the completed Feasibility Study with updates where appropriate, including developing costs for utility extension to the proposed composting sites, and elaborating on cost components/elements included. Given the current volatile nature of sludge management costs and uncertainty in future regulatory requirements associated with a composting facility, the cost summary will include a qualitative discussion of potential risks associated with moving forward with such a project.
9. **Finance and Funding Program** – Identify a program to maximize opportunities for grant and leveraged loan financing of the project and summarize key elements of the necessary financial commitments to implement the project.
10. **Summary of Implementation Steps** – Identify and summarize the key actions needed to implement the project, including local, regional and regulatory requirements, permitting and funding steps.

Provide a preliminary schedule depicting the implementation steps on a timeline for the project.

- Review of regulatory issues will include current update on known and anticipated PFAS regulations that will govern solids processing and disposal in the service area. This will also include confirming updated biosolids requirements related to PFAS of the FCSWMD. The goal will be to anticipate any limitations on beneficial use or disposal of finished compost.
11. **Report Compilation** – Compile a report summarizing the findings and recommendations of the Biosolids Composting Implementation Action Plan. Deliver a Draft Report for review by Town Officials and stakeholders. The report will be delivered electronically in pdf format for review. If requested by the Town, the Engineer will deliver three hard copies of the report as well.
 12. **Project Management and Correspondence** – The Engineer will perform internal project management and coordination tasks required to deliver the scope of work identified herein. This will include project initiation and periodic correspondence with the Town relative to the project status.

The proposed Local/Regional Biosolids Composting Implementation Action Plan will be conducted in parallel with a public and stakeholder outreach program to be administered by the Franklin Regional Council of Governments. The implementation action plan will be coordinated through the Town of Montague, Town Administration and Wastewater Operations.

Town Responsibilities and Exclusions

- The Town will make provisions for the Engineer to access the site(s), as necessary to complete the project.
- The Town will provide relevant planning and record information (e.g., mapping, as-built plans, record specifications, etc.) as available.
- The Town will coordinate public/stakeholder involvement, including site visits to the Hoosac composting facility, and or other sites, as needed to support the project.
- No detailed design work is anticipated as part of the proposed effort. Investigations and other efforts to document existing or as-built conditions are excluded.
- All permitting-related efforts, including identification of detailed permitting requirements for proposed recommendations, are excluded.
- All funding-related efforts, including preparation of detailed funding plans and applications, preparation of funding approvals or reimbursement requests, are excluded.

Schedule

The Engineer will be available to initiate the proposed work starting within ten (10) calendar days of receipt of an executed agreement. Assuming adequate availability of information needed by the Engineer, the project would be anticipated to conclude within 120 calendar days of commencing with the work. The Engineer will work with the Town to accommodate reasonable changes to the schedule to allow adequate time for public and stakeholder involvement. All work is anticipated to be completed no later than June 30, 2023.

Cost of Services

The Engineer proposes to perform this scope of work identified herein for a lump sum fee of \$140,000. Fees will be billed monthly as they accrue based upon the services performed as a percent of the total lump sum fee. Payment to the Engineer will be made within 30 calendar days of the invoice date.

The following is the generally anticipated level of effort cost summary for the tasks described above. The breakdown is provided for informational purposes, and does not represent individual lump sum fees or discrete basis for compensation of efforts, as all tasks are anticipated to be coordinated.

1. Study Conclusion/Gap Analysis	\$ 4,500
2. Site Options Identification	\$ 3,500
3. Regional Partner Coordination	\$ 6,000
4. Advanced Technology Options	\$ 6,000
5. Update Siting Evaluation	\$27,000
6. Public/Stakeholder Outreach	\$16,500
7. Permitting Needs	\$ 4,500
8. Updated Cost Information	\$12,000
9. Finance and Funding Program	\$ 5,000
10. Summary of Implementation Steps	\$26,000
11. Report Compilation	\$16,000
12. Project Management	\$13,000

The Engineer's services will be provided as described herein and in accordance with the attached Weston & Sampson General Terms and Conditions dated May 26, 2020, which are a part of our agreement with you.

If you agree with this proposal and wish to retain us to provide the proposed services, please sign and return one copy of this proposal to us as authorization to proceed with performance of the services. Also, please initial, date, and return the enclosed Terms and Conditions that are hereby incorporated by reference.

We are pleased to submit this offering and look forward to working with you on this project. If you have any questions on this matter, please contact me directly.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.



Kent M. Nichols, Jr., P.E.

Vice President

ACCEPTED FOR TOWN OF MONTAGUE, MA

By: _____

Steven Ellis, Town Administrator

Date: _____

Enclosures – Standard Terms and Conditions

\\Wse03.Loc\WSE\Projects\MA\Montague MA\Biosolids Action Plan PROPOSAL\Final Draft Letter Proposal Montague MA Compost Facility Action Plan Cws.Docx

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing **Appointment**: Select Board Meeting Date: 11/07/2022

Authorized Signature: _____

Board Authorizing **Wages**: Select Board Meeting Date: 11/07/2022

Authorized Signature: _____

General Information:

Full name of employee: Eric Cole Department: DPW Title: Building Maintenance
Effective date of hire: 11/21/2022

New Hire:

Permanent: X Y N If temporary, estimated length of service: _____
Hours per Week: 40 Union: UE

Wages:

Union: NAGE

Wages: Grade C Step 2 Wage Rate: \$20.84/hour

Notes:

Copies to:

_____ Employee _____ Department _____ Board of Selectmen
_____ Treasurer _____ Accountant _____ Retirement Board
_____ Town Clerk

WendyB-Montague Selectboard

From: Christoher Williams <cwilliams@montague.net>
Sent: Tuesday, November 1, 2022 12:59 PM
To: WendyB-Montague Selectboard
Subject: Nov 7th

Good afternoon Wendy,

Can I please be on the agenda 11/7/2022, to discuss with the select board about a lateral transfer for a police officer from another department who will be transferring to Montague?

Thank you,

Montague Chief of Police
Christopher P. Williams
180 Turnpike Road
Turners Falls, MA 01376
413-863-8911 ex. 203
413-834-7215

CONFIDENTIALITY NOTICE:

NOT FOR PUBLIC RECORDS RELEASE. The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

5B
5C

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing **Appointment**: Selectboard Meeting Date: 11/7/22

Authorized Signature: _____

Board Authorizing **Wages**: Selectboard Meeting Date: 11/7/22

Authorized Signature: _____

General Information:

Full name of employee: <u>Christopher M. Smerz</u>	Department: <u>POLICE</u>
Title: <u>Patrolman</u>	Effective date of hire: <u>December 5, 2022</u>

New Hire:

Permanent: <u>X</u> Y <u> </u> N If temporary, estimated length of service: _____
Hours per Week: <u>37.69</u> Union: <u>NEPBA</u>
Pay: Grade <u>Patrolman</u> Step <u>8</u> Wage Rate: <u>\$31.56 (annual/ hourly)</u>
Board Authorizing: <u>Selectboard</u> Date of Meeting: <u>11/7/2022</u>

Wages:

Union: <u>NEPBA</u>
Wages: Grade <u>Patrolman</u> Step <u>8</u> Wage Rate: <u>\$31.56 (annual/ hourly)</u>
Notes:

Copies to:

- | | | |
|------------------|------------------|--------------------------|
| _____ Employee | _____ Department | _____ Board of Selectmen |
| _____ Treasurer | _____ Accountant | _____ Retirement Board |
| _____ Town Clerk | | |

Christopher M. Smerz



Personal Information

Officer Christopher Smerz
Boston Police Department
Current Assignment: Gang Unit
Enlistment: December 10, 2013

Experience

Police Officer, Boston Police Department, June 2014 – Present

- Assigned to the Youth Violence Strike Force “Gang Unit”
- Arrested countless violent gang members resulting in the confiscation of 200+ illegal firearms.
- Participated in numerous state and federal investigations in and around the City of Boston which have resulted in the capture of countless violent felons.
- Received the Medal of Honor twice for meritorious actions above the call of duty.
- Received numerous accommodations for actions taken during my duties, which resulted in the removal of illegal firearms from the streets of Boston.
- Participated as a Field Training Officer with several recruit officers while I was assigned to uniform patrol.

Corrections Officer, Plymouth County Sheriff’s Department, August 2008 – December 2013

- Assigned to the maximum-security unit of the facility.
- Selected to join the Special Response Team for the facility
- Received training with less lethal weapons (e.g. Pepper Ball Gun)

Training and Education

Westfield State University, May 2008

- Bachelor of Science in Criminal Justice

Massachusetts Municipal Police Training Academy

- Characteristics of an Armed Person

Pro Active Criminal Enforcement Massachusetts

- Highway Criminal Interdiction
- New England Drug Trafficking Transport Trends
- Commercial Motor Vehicle Criminal Interdiction
- Electronic Hydraulic Hidden Compartments

United States Department of Justice NIJ Training

- Crime Scene and DNA Basics for Forensic Analysts
- DNA Amplification

Multijurisdictional Counterdrug Task Force

- Courtroom Preparation and Testimony
- Criminal Street Gangs
- Drug Identification
- Patrol Drug Investigations
- Police Intelligence
- Surveillance Operations
- Ethical Issues in Policing

OWNER / CONTRACTOR AGREEMENT

THIS AGREEMENT made this _____ day of November, 2022, by and between the **Town of Montague** hereinafter called the "Owner", and **H.M. Nunes & Sons Construction, Inc.**, 82 Carmelina's Circle, Ludlow, MA 01056, hereinafter called the "Contractor".

WITNESSETH, that the Owner and the Contractor, for the consideration hereafter named, agree as follows:

Article 1. SCOPE OF WORK: The Contractor shall perform all the Work required by the Contract Documents for the **Avenue A Streetscape Continuation Phase 3 Construction Project**, prepared by Berkshire Design Group, Inc., dated August 24, 2022, acting as the Landscape Architect/Engineer, and referred to in these Contract Documents as the "Landscape Architect/Engineer".

Article 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the Owner and shall bring the work to Substantial Completion within 180 calendar days of said date. Damages for delays in the performance of the Work shall be in accordance with the Conditions of the Contract.

Article 3. THE CONTRACT SUM: The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order(s) the Contract Sum of **Three Hundred Twenty-Two Thousand Nine Hundred Ninety Dollars and no cents; \$322,990.00.**

Article 4. THE CONTRACT DOCUMENTS: The following, together with this Agreement form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein: the Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents; the Drawings as enumerated in the List of Contract Drawings; Addenda; and Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.

Article 5. ALTERNATES:

The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement:

Alternate No: #1

Article 6. REAP CERTIFICATION: Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

H.M. Nunes & Sons Construction, Inc.:

Town of Montague:

(Name of Contractor)

Chair

Address

Telephone Number

(SEAL)

(SEAL)

ATTEST: _____
(Signature)

ATTEST: _____
Town Clerk

Name: _____
(Please print or type)

Name: _____
(Please print or type)

Witness: _____

If a corporation, attach to each signed Contract a notarized copy of the corporate vote authorizing the signatory to sign this Contract).

Approval of Contract as to Appropriate Procurement Method:

Signed: _____

Date: _____

Name: **Steven Ellis, Chief Procurement Officer**

As required by Massachusetts General Laws, Chapter 44, Section 31C, this is to certify that the Town of Montague, Massachusetts, has secured a Community Development Block Grant from the Massachusetts Department of Housing and Community Development for the funding of the project named herein.

Signed: _____

Date: _____

Name: **Carolyn Olsen, Town Accountant**

Proposed Downtown Turners Falls Winter Emergency Parking Regulation

View the Draft Regulations



Notice of Public Hearing

Downtown Turners Falls Winter Emergency Parking Regulation

The Montague Selectboard will hold a public hearing on **Monday November 7 at 6:45 PM** in the Selectboard's meeting room at the Montague Town Hall One Avenue A to hear public input and finalize the regulation. Optional Remote participation details www.montague-ma.gov. Text of proposed regulation:

- A. The Superintendent of Public Works is authorized to declare a Winter Emergency whereby no overnight parking is allowed on streets in downtown Turners Falls or the Patch neighborhood between the hours of 11:00PM and 6:00AM.
- B. A winter emergency may include snow and/or ice events and can be in effect for multiple days, at the discretion of the Superintendent of Public Works.
- C. The Town of Montague website (www.montague-ma.gov) shall be the official record of the winter emergency status.
- D. Vehicles may utilize parking on downtown streets during all other times including during overnight hours, provided a winter emergency is not in effect.

E. Public Parking during a Winter Emergency is available at the municipal lots on 1st street, 3rd Street, Discovery Center, Canal Street, 6th Street, and on the odd-numbered side of L Street between Prospect Street and 5th Street. The Department of Public Works is authorized to publicly post, in each parking area, parking restrictions to allow for lot cleanup following a Winter Emergency.

F. The town wide winter parking ban remains in effect for all areas of Montague outside of the downtown area as shown on the map published at www.montague-ma.gov.

G. The Montague Police Department is authorized to enforce this regulation.

Published in the Montague Reporter 10/27 and 11/3 and Motnague Town Hall 10/31

Rich Kuklewicz, Chair



Winter Emergency Parking Areas

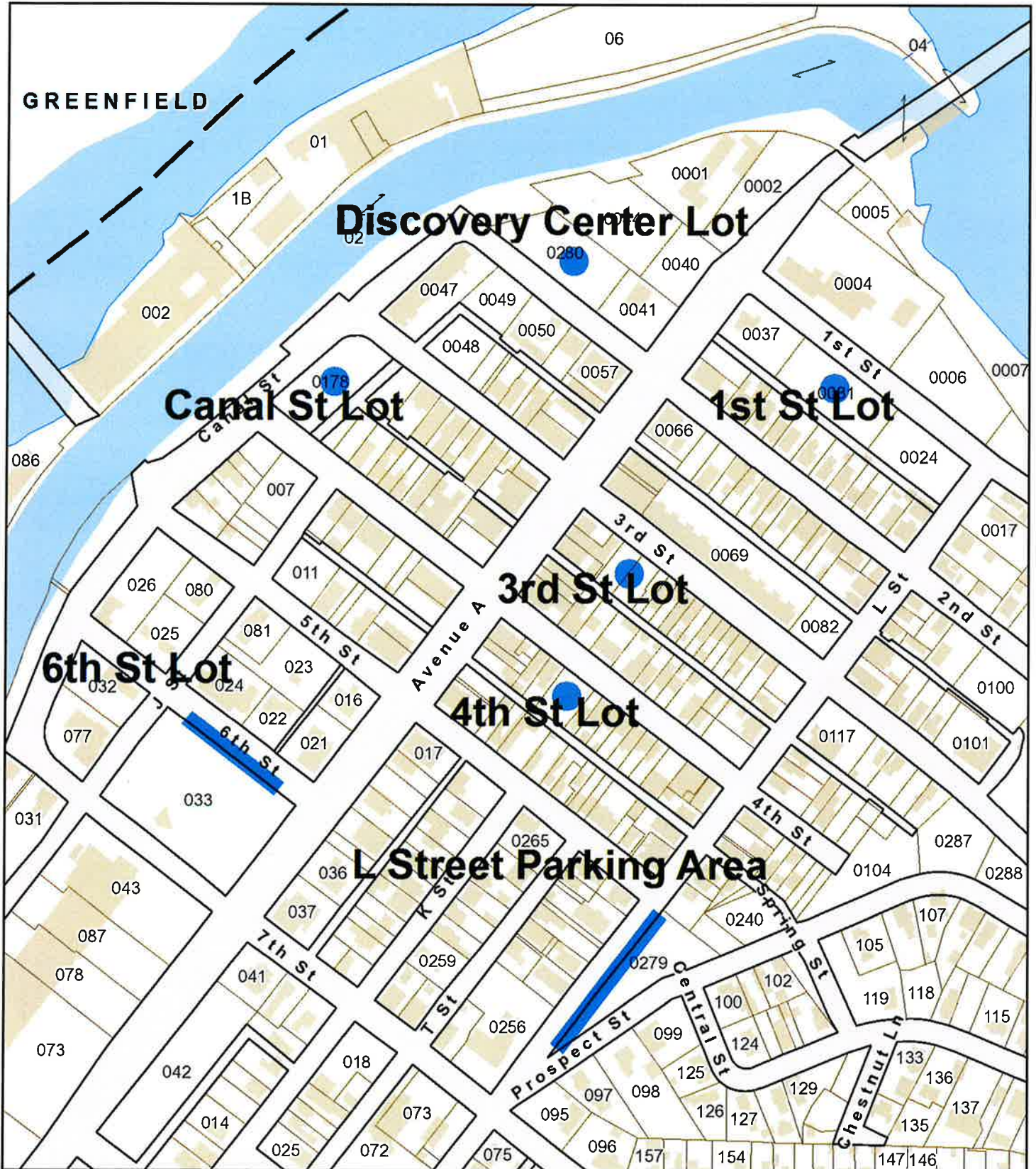
Turners Falls



October 31, 2022

1 inch = 300 Feet

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



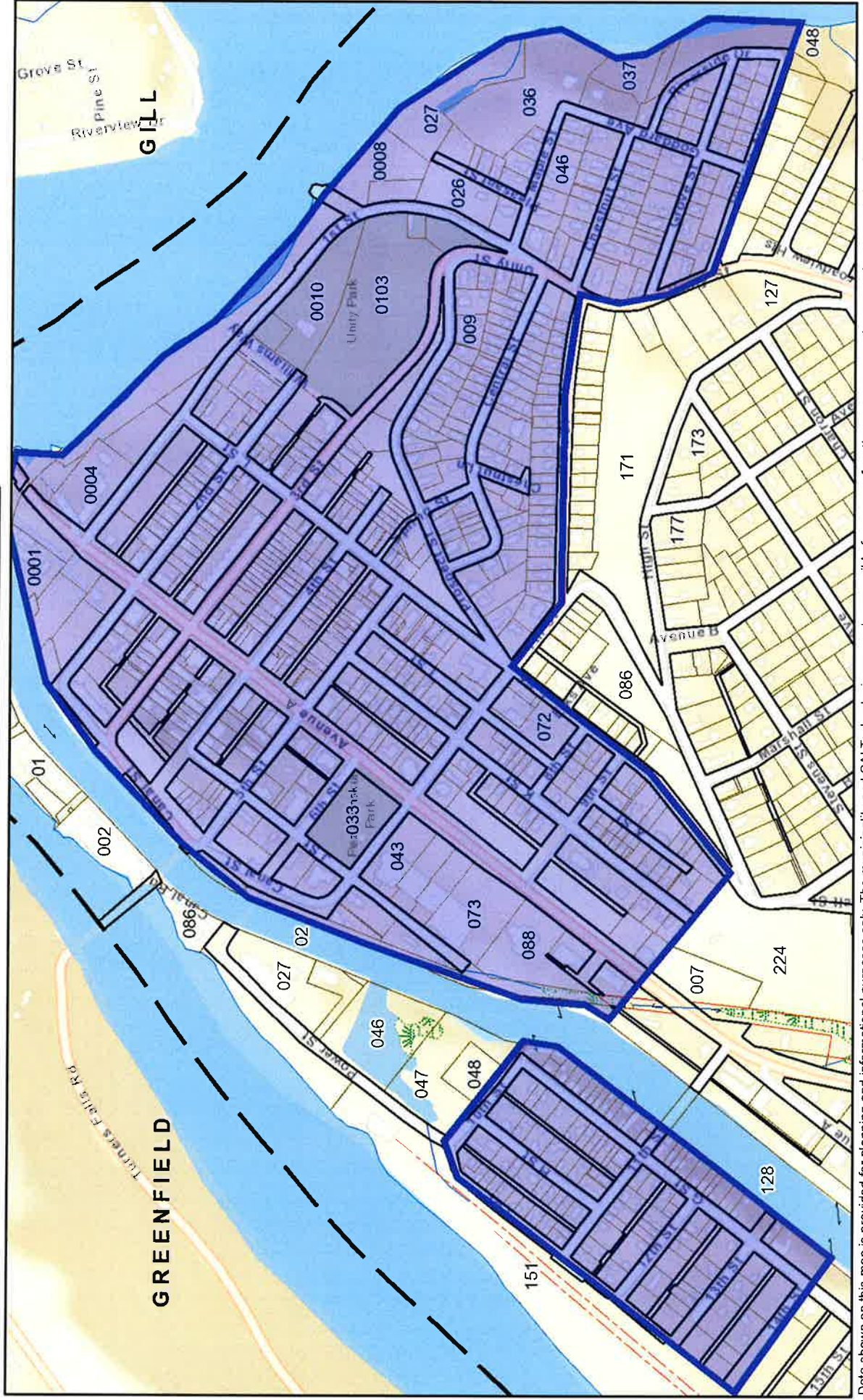
Downtown Winter Parking Zone

Town of Montague, MA

October 31, 2022



www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



October 24, 2022

Mr. Richard Kuklewicz, Chair
Montague Selectboard
One Avenue A, Turners Falls
Montague, MA 01376

***Subject: MassDOT Highway Division Project # 612983
Montague – Culvert Replacement, South Ferry Road over Tributary Stream to Sawmill River
Project Eligibility Notification***

Dear Chairman Kuklewicz:

On behalf of MassDOT, I am writing to inform you that the Highway Division's Project Review Committee (PRC) has evaluated the subject project and determined that it is eligible for Federal Aid highway funding. It is the PRC's understanding that the estimated Total Federal Participating Construction Cost (TFPCC) of this project is \$351,829.03. The TFPCC, which consists of the bid items, police details, construction engineering, contingencies, and reimbursable utility relocation, must be fully programmed on the Transportation Improvement Program (TIP). As the project proponent, the municipality is responsible for costs associated with design, right-of-way acquisition and environmental permitting.

This eligibility determination by the PRC is not a commitment of state or federal funding to the project, nor is the decision to commit funding solely MassDOT's. The decision to program funding for this project is made by the Franklin County Transportation Planning Organization (FCTPO) as part of their annual TIP development process. The FCTPO is comprised of nine members, including the MassDOT Office of Transportation Planning, the Highway Division, the Franklin Regional Council of Governments (FRCOG), the FRCOG Executive Committee, Franklin Regional Transit Authority and 4 municipalities, and is the federally designated entity charged with developing transportation plans and programs for this region.

If within two years of the date of this letter, the Municipality has not accomplished the following three milestones, the project will be deactivated unless the project is resubmitted to the PRC for continued project eligibility: 1) submitted your consultant's Scope/Workhours to the District office; 2) secured a signed contract with your design consultant up to 25% and Design Public Hearing [DPH] including responses to DPH comments; and 3) identified design funding (please provide proof of Town vote/Chapter 90 approval/etc., indicating funding has been secured). Resubmission to the PRC may also be required if there is a significant increase in cost or change in scope over the life of the project.

The municipality will be responsible for funding and administering the project design (with Highway Division review and approval), securing and providing documentation for all necessary Right-of-Way in accordance with Uniform Act requirements, and for preparing all environmental permit applications. The Highway Division will be responsible for administering the environmental permitting process necessary to obtain the required permits and for overseeing the project construction. In addition, we strongly suggest that you consider the following PRC and District comments as you progress through the project development process:

- Right-of-Way issues must be coordinated with MassDOT's Community Compliance Officer.
- Sufficient opportunity should be provided for public participation in the project development process.
- Updated traffic volumes should be obtained for use in project design. This project is subject to Engineering Directive E-22-003, Guidance on Traffic Design Submissions and Traffic Count Data, issued July 28, 2022. Requirements for this procedure must be included in your designer's scope of work.
- The proponent should consider the proper pavement treatment, which may be a functional overlay or reclamation instead of full-depth pavement reconstruction.

The following sections of this letter discuss these and other requirements in more detail:

PROGRAMMING REQUIREMENTS

1. In order to be advertised for construction bids, all federal aid projects must be listed in the annual element, or first year, of the regional MPO's approved Transportation Improvement Program which covers five federal fiscal years. Please work with the District Office and the Franklin Regional Council of Governments, which serves as staff to the FCTPO, to discuss the appropriate programming approach for this project.
2. All projects, even though listed in the TIP, are subject to the availability of state and federal funding. Considerably more projects are eligible for federal aid in the MPO region than can be programmed in the TIP.
3. Since the TIP is financially constrained by the anticipated federal funding available each year, any request for amendments (such as a revision to the project year, total project cost, or project-funding category) should be coordinated through the MPO. It is expected, however, that the proponent will attempt to constrain project costs to available funding.
4. The MPO considers Transportation Evaluation Criteria (TEC) in establishing priorities for programming TIP projects. You should consider both the Highway Division's and the MPO's evaluation in relation to other similar projects in your region to determine the level of commitment, and schedule, of your community's resources for this project. If this project has not already been evaluated by the MPO, or if you believe the evaluation needs to be updated, please contact this office and the MPO.
5. The municipality and its project designer should be aware that the Total Federal Participating Construction Cost, as listed in the TIP, must include an amount for contingencies, construction engineering, reimbursable utility costs and traffic control, and that MassDOT will include an inflationary adjustment based upon the estimated year of advertising. Attached is a memo from the Chief Engineer with guidance for preparing conceptual cost estimates at the PRC and pre-25% stage.
6. Cost estimates shall be reviewed at major design milestones, including every review submission [Pre-25%, 25%, 75%, 100%, and the Plans, Specifications, and Estimates (P,S&E), or any approved combination submission [such as, 25%/75%, 75%/100% or 100%/P,S&E]. **In addition, in preparation for annual TIP development, detailed cost estimates (showing TFPCCC as well as a breakdown of different funding categories, if applicable) and a current design schedule must be submitted to this MassDOT District Office during the second week of January every year.**

PROJECT DEVELOPMENT REQUIREMENTS

1. The municipality is responsible for the completion of the project design in accordance with the 2006 Massachusetts Highway Department *Project Development and Design Guide*, Engineering Directives, SOPs, and other relevant Highway Division standards and criteria. The Highway Division requires that a Design Justification Workbook be submitted as part of the 25 Percent Design Submission for each project which must be approved including the justification of any substandard

- design elements under Engineering Directive E-20-001, issued January 2, 2020. The Design Justification Workbook and process must be included in your designer's scope of work.
2. This project is subject to Engineering Directive E-22-001, Standard Specifications for Highways and Bridges – 2022 Edition, issued February 4, 2022. Requirements for this procedure must be included in your designer's scope of work, and this document is enclosed for your reference.
 3. This project is subject to Engineering Directive E-21-002, Pre-25% Design Scoping Procedure, issued March 31, 2021. Requirements for this procedure must be included in your designer's scope of work.
 4. This project is subject to Engineering Directive E-21-005, Subsurface Utility Engineering issued December 21, 2021. Requirements for this procedure must be included in your designer's scope of work, and this document is enclosed for your reference.
 5. This project is subject to Engineering Directive E-22-001, Off-site Stockpiling of Soil from MassDOT Construction Projects issued September 23, 2022 & Engineering Directive E-22-002, Use of MassDOT Property for Staging and other Construction-Related Operations issued September 23, 2022. Requirements for this procedure must be included in your designer's scope of work, and this document is enclosed for your reference.
 6. If the municipality requires the services of a Surveyor or Design Consultant, it must hire a firm that is currently pre-qualified for the appropriate type of work by the Highway Division's Architects and Engineers Review Board. Lists of pre-qualified firms are available on the Highway Division website. https://hwy.massdot.state.ma.us/webapps/MHDConsultants/MHD_Consultants.asp
 7. When soliciting services from Surveyors or Design Consultants, the Highway Division requires that the municipality use a qualifications-based selection process.
 8. Municipalities shall use MassDOT's *Standardized Scope of Work and Work Hour Estimate Form for Design Services* as a template for municipal agreements with design consultants. These documents are available on the Highway Division website and must be submitted to this District Office for review. The District and MassDOT Project Manager must be copied on the Notice to Proceed when issued to the design consultant. You may reference this website: <https://www.mass.gov/doc/standardized-scope-of-services-guidance-for-preparing-work-hour-estimate-forms-for-consultant-services/download>.
 9. All projects require some level of construction phase engineering services by the design consultant. The municipality is responsible for ensuring that any contracts with design consultants include appropriate consideration for these important services.
 10. The traffic control measures developed for this project must be prepared consistent with 701 CMR 7.00 (Use of Road Flaggers and Police Details on Public Works Projects). The Highway Division will only advertise for construction projects that have been developed consistent with the Road Flagger and Police Detail Guidelines that are found at our website: <https://www.mass.gov/road-flaggers-and-police-detail>
 11. Prior to the beginning of preliminary survey work, the project designer shall contact the District Survey Engineer to coordinate the establishment of horizontal and vertical control points near the beginning and end of the project. All survey work must be prepared in accordance with the *MassDOT Survey Manual*. Layout needs to be located by an instrument survey and suitable to develop a recordable plan in accordance with the applicable sections of 250 CMR 6.01 & 6.02.
 12. The municipality is responsible for acquiring the necessary rights, including temporary and permanent easements, on private and public property in accordance with the Federal Uniform Act Requirements. The Right-of-Way process is time consuming and expensive. The municipality will need to perform title exams on all parcels needed for the project. They will need to allocate significant staffing resources to work with impacted property owners. Property owners are entitled to an appraisal and an appraisal review. Property owners are entitled to receive Just Compensation. Your municipality is responsible for all Right-of-Way acquisition expenses including recording fees at the Registry of Deeds. Your municipality will be assigned a MassDOT Community Compliance

Officer to oversee the process and ensure compliance to state and federal regulations. Right-of-Way guidelines, Municipal Document Requirement Checklist, and Engineering Directive E-11-005 (Right of Way Policy for Utility Relocations within MassDOT projects) are enclosed for your reference. Please ensure that sufficient workhours are provided in the design contract for the design consultant to prepare all necessary Right-of-Way plans and documents. The preparation of Right-of-Way plans are required at every stage of design submission based on an instrument survey that meets 250 CMR 6.01 and 6.02. Recordable plans and instrument will be required.

13. The municipality or their consultant shall review the new MEPA regulations and two final protocols (effective January 1, 2022) for evaluating projects impacts on Environmental Justice communities. This should be completed early in the design process to account for possible requirements of an Expanded Environmental Notification Form [ENF] or Environmental Impact Report [EIR]. More information is available on MEPA's website: [Environmental Justice Protocols and Resources | Mass.gov](https://www.mass.gov/info-details/environmental-justice-protocols-and-resources)
14. The municipality shall be named as the applicant on all required environmental permits. The municipality shall prepare all required environmental permit applications and submit them to the Highway Division for review. After making any edits required by the Highway Division, the municipality shall submit the permit applications to the appropriate environmental permitting entities, as directed to do so. The Highway Division reserves the right to assume the role of permit applicant on any project it will advertise.
15. For all roadway projects, the project designer must submit the Pavement Design Checklist to the Highway Division Pavement Management Section for approval. If this was not done during the project initiation phase, then the project designer shall submit a pavement design through the District Office and Highway Division Project Manager prior to the 25% design submission.
16. The municipality shall coordinate the design of the project with all municipal departments and with any applicable public or private utilities such as gas, electric, cable, and telephone, to determine if there are any potential utility projects that would disturb the completed roadway work. Any proposed utility construction must be completed before the project can begin. Please be aware that Highway Division policy restricts highway surface openings for a period of at least five years after the new surface is placed, except for emergencies. Justification of surface opening requires the approval of the District Highway Director. In addition, the community is responsible for obtaining any required waivers.
17. Any water and sewer work in the area will be the responsibility of the municipality and shall be completed prior to the start of project construction, unless MassDOT authorizes such work to be part of project construction.
18. Providing safe and convenient walking and bicycling accommodations in all transportation projects is a goal of MassDOT. The municipality is responsible for developing this project in accordance with relevant multimodal guidance in the *Project Development Design Guide* and MassDOT Policy and Engineering Directives, most notably the Healthy Transportation Policy Directive, P-13-0001, and Engineering Directive E-20-001.
19. All Highway Division projects must be designed, constructed, and maintained in compliance with the Americans with Disabilities Act (ADA) and with the specifications set forth in the Massachusetts Architectural Access Board (AAB) regulations at 521 CMR. The municipality is responsible for ensuring that any Right-of-Way necessary for construction complies with AAB specifications and that completed projects are maintained in accordance with ADA and AAB regulations.
20. The municipality will be required to enter into a Municipal Project Agreement with the Highway Division, similar to the enclosed sample, when the actual construction project bid has been determined. If the municipality will not be able to comply with the terms of the agreement, which include making reasonable efforts to remove snow and ice to allow only temporary and isolated interruptions in accessibility, it should not advance this project for advertising by the Highway Division. This requirement is in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; 28 CFR § 35.133, and 23 U.S.C. § 116 (Maintenance).

21. The municipality shall be responsible for all construction costs under two conditions:
- When the construction costs for the contract scope exceed the total participating contract bid price by more than ten percent (10%), the City/Town shall be responsible for the amount over 110% of the total participating contract bid price unless the municipality submits sufficient documentation to MassDOT showing that the work was necessary solely due to MassDOT's construction oversight, as determined solely by MassDOT.
 - When the City/Town requests work that FHWA and/or MassDOT determine is unnecessary to complete the Project, the work shall be deemed "non-participating" and the City/Town shall pay the full cost of that work.
22. To improve the quality of its design and construction projects, the Highway Division employs a Cost Recovery Procedure for construction extra work orders determined to be caused by designer errors. The municipality and/or its design consultant are responsible for addressing all Cost Recovery inquiries and for making Cost Recovery restitution payments to the Commonwealth, if determined to be warranted. Any and all approvals made by MassDOT during the Project's design review shall not relieve the municipality's responsibilities for such errors and omissions.

Thank you for your anticipated compliance to the requirements contained in this letter. Failure to carefully follow the above requirements may jeopardize your project's success and eventual advertisement for construction. We look forward to working with you as this project progresses. If you have any questions or need additional information, please contact Laura Hanson, District Projects Engineer, at (413) 800-6894 or send an email to Laura.Hanson@dot.state.ma.us.

Sincerely,



Patricia A. Leavenworth, P.E.
District Highway Director

PKG

PKS/LGH *LGH*

Attach: Attachment A, Municipal Signature page
Right-of-Way Checklist
Right-of-Way Guidelines
Sample Municipal Project Agreement
Cost Estimate guidelines memo dated 6/27/2017
Engineering Directive P-22-001 & P-22-002
Engineering Directive E-22-003
Engineering Directive E-22-001
Engineering Directive E-21-005
Engineering Directive E-11-005

Ec:

Paula Simmons, P.E., District Project Development Engineer
Jonathan Gulliver, Highway Administrator
Carrie Lavalley, P.E., Deputy Administrator and Chief Engineer
Marie J. Rose, Director of Roadway Project Management
Christopher J. Klem, MassDOT Office of Transportation Planning
Kimberley Sloan, MassDOT Project Manager
Tom Bergeron, Public Works Superintendent
Steven Ellis, Town Administrator
Walter Ramsey, Town Planner and Conservation Agent
Linda Dunleavy, FRCOG Director
Joanne M. Comerford, State Senator
Natalie M. Blais, State Representative

ATTACHMENT A

Municipality's Acknowledgement of Project Eligibility Notification

*****This form must be signed and returned within 14 days to:***

*Patricia A. Leavenworth, P.E. – District Highway Director
Massachusetts Department of Transportation – District 2
811 North King Street
Northampton, MA 01060*

Attention: Laura Hanson, Project Development

**MassDOT - Highway Division Project #612983
Montague – Culvert Replacement, South Ferry Road over Tributary Stream to Sawmill
River**

TOWN OF MONTAGUE

(Signature)

(Name-Printed)

(Title)

(Date)

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION/HIGHWAY
RIGHT OF WAY BUREAU
MUNICIPAL DOCUMENT REQUIREMENT CHECKLIST**

MUNICIPALITY :

PROJECT NAME:

PROJECT NUMBER #

**COPIES OF THE FOLLOWING DOCUMENTS ARE REQUIRED IN ORDER TO ISSUE
A RIGHT OF WAY CERTIFICATE ALLOWING THIS PROJECT TO BE ADVERTISED.**

****Your timely attention and response to this matter is required.****

- 1. Copies of the **Intent Letter** and the **Federal Aid Acquisition Guide For Property Owners** sent to each property owner via certified mail with return receipt requested. This requirement is for all parcels, even ones which will be donated.
- 2. Copies of **Property Owner's Contact Diary** for all parcels: includes all contact with Property Owner(s) by mail, email, phone and in person.
- 3. A certified copy of your **Town Meeting Vote** that authorized eminent domain, gift acceptance, etc. on land parcels.
- 4. A certified copy of your **Town Meeting Vote** that authorized Layout Alterations.
- 5. **Appraisals, Appraisal Review & Appraisal Affidavit Letter** offering owner accompaniment on appraisal inspection. **Appraisal & Review Appraisal Checklist** from **LPA Appraisal Function Job Aid**.
- 6. Written **Just Compensation Report** and **Written Offer** mailed to affected property owners at least 30 days prior to meeting vote and recording at the Registry of Deeds. All paperwork to the property owners must be sent certified mail with return receipt requested.
- 7. The **Order of Taking** as recorded. The book and page or document numbers along with the recording date must be clearly shown on the instrument.
- 8. Copies of the **Notice of Takings** that were mailed to all affected property owners and copies of the notification informing owners they were required to fill out a W9 in order to receive compensation.
- 9. **Plans** as recorded, with plan book/page or document number clearly shown.
- 10. **Layout Alteration Plan** as recorded with plan book/page or document number clearly shown.

- 11. **Deeded Donations** with the book/page or document number and recording date clearly shown.
- 12. A properly executed **Certificate of Donation** with supporting documentation authorizing the donation and an executed **Property Affidavit** from the municipality on all appropriate parcels.
- 13. Properly executed **Rights of Entries** with supporting documentation authoring the donation and an executed **Property Affidavit** from the municipality on affected properties.
- 14. A properly executed **Encroachment License** on all encroachments that have not been removed from the ROW.
- 15. Acknowledgement that **Impacted Signs** on private property have been relocated or acknowledgement that the municipality has made preparations to compensate the property owner for the relocation.
- 16. Acknowledgement that appropriate **Title Examinations** and run downs of properties were performed and reviewed.
- 17. **Property Affidavits** on all parcels.
- 18. Other _____ Please check with your compliance officer regarding documents you will need based on your specific project (Rights of Entry, Donation forms, Eminent Domain or Deed Grants)

Massachusetts Department of Transportation/Right of Way Bureau
Municipal Guidelines for Right of Way Acquisitions on Federal and State Aid Projects

1. Contact your MassDOT Community Compliance Officer to review acquisition procedures. Review the summary of the land acquisition process outlined in the **Federal Aid Acquisition Guide for Property Owners**. Forms and example documents will be provided by the Community Compliance Officer assigned to your project. These requirements are for ROW Certification and are not legal advice. Please consult your legal counsel.
2. Most towns require **Town Meeting Approval** to acquire land parcels for transportation purposes. Your town counsel and other appropriate officials should review and draft the proposed article for Town Meeting Approval. Right of Way Costs for the proposed project including appraisal fees, sign relocation, awards of damages, recording fees, attorney fees, etc. should also be considered. Submittal of a certified copy of your Town Meeting vote that authorized eminent domain, gift acceptance, etc. on land parcels is a requirement for ROW Certification.
3. Submit **ROW plans** at each design submission that follow the Plan Preparation Guidelines for Consultants Preparing Right of Way Plans dated February 2020. Recordable plans will most likely be required even for temporary construction easements. The layout lines defining the existing public layout shall be instrument surveyed to a standard that meets 250 CMR 6.02 and labeled with the document used to establish them. If no document exists to establish the layout in a manner that is acceptable for recording, then the land surveyor shall note that clearly on the face of the base plan. The base plan shall accurately show all existing ground features such as signs and other existing infrastructure and trees, shrubs, and landscaping as well as ground surfaces (e.g. grass, bit. conc., rip rap), etc. Property lines and existing ground features shall be located to a standard that meets or exceeds 250 CMR 6.01.
4. Beginning and end of **Layout Alterations** must be shown on the ROW Plans. If municipalities need Town Meeting Approval for a Layout Alteration, the Layout Plan must be recorded at the appropriate Registry of Deeds within 120 days of the Town Meeting Vote for the Layout Alteration. (Please note: Town Meeting Approval for a Layout Alteration could result in a separate vote from the Town Meeting Approval detailed above in Item #2.) Cities must also record a Layout Plan or Layout Alteration Plan at the appropriate Registry of Deeds. This will be a requirement for ROW Certification.
5. The municipality is responsible for **Encroachments** within the municipal ROW. The municipality determines if the encroachments will be allowed to remain for safety, construction and maintenance of the transportation improvement or if the encroachments will be removed. If the encroachments are to be allowed, a fully executed **Encroachment License** (an agreement between the municipality and the property owner allowing the encroachment to remain) needs to be in place *prior to ROW Certification*. Municipalities should begin the encroachment removal or negotiation of the license with the property owners at the 25% Design submission.
6. **Title Examinations** of properties must be performed and reviewed to determine ownerships and/or rights in the parcel(s) to be acquired by a qualified title examiner. Municipalities should begin the Title Examinations at the 25% Plan Submission and before the Design Public Hearing is held. The title package must be reviewed by the municipality and the designer to ensure the proper owner information is shown on the Parcel Summary Sheet, the Location Plan Sheets and the Property Plan Sheets. The title package must be reviewed to ensure that all abutter property frontages and all parcels shown on the location plans have the proper geometry per deed and record plan. The title package must be reviewed to ensure that all easements are properly shown. The deed research, easements, abutter information, and frontages based on deed description should be performed by the project surveyor with the title package review being done as a double check. Please make sure *all required changes* from the title package review are included in the next ROW Plan submission. If determined by MassDOT that the municipality has not acquired all required land or rights therein, the municipality shall be responsible for all damages resulting there from, including compensation to private landowners, and contractor claims of any nature. *In such event, MassDOT has the option to withdraw its participation from the project.*
7. The property owner(s) must be informed in writing (**Intent Letter**) of the municipality's interest in acquiring parcels on their property and the basic protections provided to them by law. The **Intent Letter** to the property owner(s) must include the **Federal Aid Acquisition Guide for Property Owners** and the letter must be sent via certified mail with

return receipt requested. This is the first required documented contact with affected property owners and should be sent ideally before the Design Public Hearing or within 2 weeks of the Design Public Hearing. A copy of each letter sent to property owners with the mail receipts should be submitted as soon as possible to the assigned Community Compliance Officer.

8. Interview property owner(s) or their representatives and discuss the issues and impacts regarding the property to be acquired. Property owners must again be given the **Federal Aid Acquisition Guide for Property Owners**. Retain notes of the interview for future reference and fill out the **Property Owner Contact Diary** which is required for ROW Certification. Also retain notes for potential appraisal of the property. Severance damage, cost to cure items, and uneconomic remainders may be indicated.
9. Assign a Massachusetts licensed Certified General Appraiser and Certified General Review Appraiser. Use the **LPA** (local public agency) **Appraisal Function Job Aid** which discusses appraisal scope of work, selecting and appraiser and review appraiser, responsibilities and check list. The 6 page **LPA Appraisal Function Job Aid**, the **Review Appraisal Checklist** and the **Appraiser's Affidavit** must be part of the appraisal report and review appraisal documents.
10. Municipalities are responsible for the ROW costs for the relocation of **Impacted Signs** on private property. The municipality will be responsible for coordinating with property owners the removal of the signs and their base abutments and electrification. Municipalities can obtain three estimates for the cost of relocating the impacted sign and work with the property owner on the sign relocation or have the Appraiser include the cost of relocating the impacted sign in the appraisal report (generally obtained from a qualified sign consultant).
11. The **Just Compensation** is established by the acquiring agency (municipality) and must be established prior to the municipality providing the property owners with a written summary statement (**Written Offer**). The **Written Offer** cannot be less than the just compensation. The property owner must be provided a minimum of *30 days to consider the written offer without coercive actions by the municipality*. The **Federal Aid Acquisition Guide for Property Owners** must be included in the **Written Offer**, sent certified with read receipt. A copy of each letter sent to property owners with the mail receipts should be submitted as soon as possible to the assigned Community Compliance Officer.
12. Prepare, vote and record the Order of Taking, Deed Grants or easements and plan(s), if required, with the appropriate Registry of Deeds. *NOTE: This must be accomplished within thirty (30) days of the vote by City Council or Board of Selectmen or Redevelopment Authority.*
13. Notify owner(s) in writing of the acquisition(s) and the award of damages (**Notice of Taking**). Notify the owner(s) in writing they are required to fill out a W9 in order to receive compensation. *Payment must be tendered to the property owner in order to issue the Federal Aid Right of Way Certificate.*
14. Gain physical and legal possession of the parcel(s)/structure(s). Municipalities must be in legal and physical possession of the ROW. Municipalities will need to have legal possession by Order of Taking, Deed Grants, or easements and plan(s), if required, with the appropriate Registry of Deeds. Physical Possession will not be obtained until all encroachments are removed or otherwise accommodated to the satisfaction of the parties by having a fully executed license agreement between the municipality and property owner(s), (**Encroachment License, see Item #5**).
15. Complete and submit the required **Property Affidavits**, supporting paperwork (Intent Letter and Written Offer). Completed **Property Owner Contact Diaries** are required for ROW Certification. Forward **Municipal Document Requirement Checklist** based on method of acquisition to MassDOT Community Compliance Officer as soon as possible.

Note: The Eminent Domain procedure is as unique and varied as the Municipality that implements the process. Your procedures are regulated by the Massachusetts General Laws.

**MUNICIPAL PROJECT AGREEMENT
MUNICIPALLY-FUNDED DESIGN**

Agreement By and Between
The Massachusetts Department of Transportation
And The
City/Town of _____

Agreement Number _____

Agreement made this ___ day of _____, 2021 by and between the Massachusetts Department of Transportation, established pursuant to Chapter 6C of the General Laws, having its principal place of business in the State Transportation Building at 10 Park Plaza, Boston Massachusetts 02116 (hereinafter referred to as the "MassDOT") and the City/Town of _____, (hereinafter referred to as the "City/Town").

WHEREAS, the City/Town desires MassDOT to perform roadway reconstruction on _____, (hereinafter referred to as the "Project"), and where the said roadway is under the jurisdiction of the City/Town of _____, in the County of _____, in said Commonwealth, and

WHEREAS, in accordance with Chapter 81 of the General Laws, MassDOT may at its discretion and subject to appropriation by the Legislature expend monies to improve and upgrade local roads under local jurisdiction, and

WHEREAS, the City/Town has procured the services of the consulting firm of _____, for the Project, in accordance with the terms and provisions of the MassDOT Highway Division Project Eligibility Notification dated ____ ("Project Eligibility Notification"), and the consulting firm has prepared a complete set of plans, specifications, and estimates for the Project in accordance with the terms and provisions of the Project Eligibility Notification, and

WHEREAS, MassDOT advertised and awarded the Project, and

WHEREAS, the parties hereto have reached an agreement as to the apportionment of the work necessary for the construction of the Project, including the expenses thereof,

NOW, THEREFORE, in consideration thereof, MassDOT and the City/Town hereby agree each with the other, as follows:

DIVISION OF WORK

MassDOT shall execute the construction contract and issue the Notice to Proceed upon the execution of this Municipal Project Agreement.

MassDOT shall provide construction oversight of the Project.

The City/Town is responsible for any and all design required for the Project, including construction phase services, in accordance with terms and provisions of the Project Eligibility Notification.

The City/Town is responsible for any and all maintenance of the facilities included in the Project, after completion of the Project.

DIVISION OF EXPENSE

MASSDOT FUNDED ("PARTICIPATING") WORK

MassDOT shall be responsible for the total participating contract bid price plus Project costs up to and including ten percent (10%) for additional work necessary to complete the original scope of the participating work (as shown on "Exhibit A, Contract Estimate" attached hereto).

MassDOT shall also be responsible for all construction costs that exceed the total participating contract bid price plus ten percent (10%) if the City/Town submits sufficient documentation to MassDOT showing that the work was necessary solely due to MassDOT's construction oversight, as determined solely by MassDOT.

CITY/TOWN FUNDED ("NON-PARTICIPATING") WORK

The City/Town shall be responsible for all construction costs under two conditions:

1. When the construction costs for the contract scope exceed the total participating contract bid price by more than ten percent (10%), the City/Town shall be responsible for the amount over 110% of the total participating contract bid price unless the City/Town submits sufficient documentation to MassDOT showing that the work was necessary solely due to MassDOT's construction oversight, as determined solely by MassDOT.
2. When the City/Town requests work that FHWA and/or MassDOT determine is unnecessary to complete the Project, the work shall be deemed "non-participating" and the City/Town shall pay the full cost of that work.

If the determination of "non-participating" was made before the construction Project was bid, the work is identified as "Non-Participating" in the bid documents and a separate "Non-Participating Agreement" executed by the City/Town and MassDOT.

Types of non-participating construction costs that may arise after the construction contract is executed includes, but is not limited, to the following:

1. Bid item overruns and additional work over 110% of the total participating contract bid price necessitated by design errors and omissions. (See “Project Scope – Extra Work/Reduction in Scope” below.)
2. Bid item overruns and additional work requested by the City/Town. (See “Project Scope – Extra Work/Reduction in Scope” below.)
3. Costs due to the design being out of compliance with MassDOT regulations and policies.
4. Additional traffic control assigned by MassDOT at the request of the City/Town.
5. Interest charges on late contractor payments, levied pursuant to M.G.L. c. 30, § 39G, when the payments are the responsibility of the City/Town.
6. Work necessitated by changed conditions, pursuant to M.G.L. c. 30, § 39N. (See “Project Scope – Additional Costs/Reduction in Scope” below.)

The City/Town shall be responsible for all maintenance costs upon completion of the Project.

MASSDOT NOTIFICATION TO CITY/TOWN

The MassDOT District office shall promptly provide written notification to the City/Town of the following:

1. Alleged design errors and omissions.
2. Contractor claims for “changed conditions” pursuant to M.G.L. c. 30, § 39N.

PROJECT SCOPE – ADDITIONAL COSTS/REDUCTION IN SCOPE

If a bid item overrun or underrun occurs or if extra work is proposed during construction then the MassDOT Resident Engineer shall provide the City/Town representative with the proposed Resident Engineer’s Report of Change (Form CSD 683), and advise the representative of the impacts to the overall construction costs. MassDOT will not authorize any Extra Work until the City/Town representative signs Form CSD 683.

In the event that the City/Town is responsible for additional costs and additional funds are not obtainable by the City/Town, then the MassDOT Resident Engineer and the City/Town shall identify items of work that can be eliminated from the Project to bring the contract within available funding. Once the items to be eliminated have been identified by the MassDOT Resident Engineer and the City/Town, these shall be forwarded to the MassDOT Construction Engineer for concurrence by the Highway Division Administrator, or other MassDOT staff as necessary. No items shall be eliminated until such concurrence is obtained. For FHWA oversight projects, additional concurrence shall be obtained from the FHWA Area Engineer. If items of work cannot be eliminated from the Project, the parties shall consider whether “Chapter 90” funds may be utilized for the Project.

PAYMENTS TO THE CONTRACTOR FOR CONSTRUCTION OVERRUNS

The payment process for work that is identified as “Non-Participating work” in the construction bid documents is set forth in the “Non-Participating Agreement” executed by and between the City/Town and MassDOT. If a Non-Participating Agreement exists and additional non-participating work is identified during construction, the payment for that work shall be added to the Non-Participating Agreement.

If the contract does not include a Non-Participating Agreement, and non-participating work is identified during construction, then the MassDOT Resident Engineer shall prepare and send to the City/Town a “zero estimate” and a “Town estimate,” authorized by MassDOT for payment, and attach copies of all signed Resident Engineer’s Reports of Change (Form CSD 683) to document the source of the costs. The Resident Engineer will also forward a printout of the Contract Quantity Estimate (CQE) for non-participating work to the City/Town, and the City/Town shall pay the Contractor directly. The Contractor shall not invoice the City/Town directly.

REVIEW OF PROJECT DOCUMENTS

The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the City/Town which pertain to the performance of the provisions and requirements of this Agreement.

FINAL COMPLETION AND FUTURE MAINTENANCE

The City/Town’s representative shall be made available to attend MassDOT’s final inspection of the Project. When all punch list items identified as part of the final inspection are addressed to the satisfaction of MassDOT, MassDOT shall notify the City/Town in writing that the Project has been completed. Upon such date of notification, the City/Town shall be responsible thereafter for the maintenance of the facilities included in the Project. This obligation includes reasonable efforts to remove snow and ice to allow only temporary and isolated interruptions in accessibility, in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., 28 CFR § 35.133, and 23 U.S.C. § 116 (Maintenance).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

APPROVED

**MASSACHUSETTS
DEPARTMENT OF TRANSPORTATION**

JONATHAN GULLIVER
HIGHWAY ADMINISTRATOR

CITY/TOWN OF _____


(Signature)

(Name-Printed)

(Title)



INTEROFFICE MEMORANDUM

TO: District Highway Directors, Section Directors
FROM: Patricia Leavenworth, P.E., Chief Engineer 
DATE: June 27, 2017
SUBJECT: Cost Estimates and Project Initiation (Revised)

Attached to this memorandum please find new versions of the Project Need Form (PNF) and the Project Initiation Form (PIF). These forms have been revised to accomplish two things. First, the forms have been revised to ensure that all the information necessary to score a project is obtained through the PIF. Second, information regarding project costs has been expanded and organized to provide a more comprehensive and accurate understanding of the project costs. As you know, the Highway Division is currently piloting an automated project initiation process. These new forms are consistent with this effort.

With respect to project costs, the remainder of this memorandum is intended to provide guidance for preparing conceptual project estimates at the PRC and Pre 25% stage. The cost estimate guidance includes Design Contingencies, Construction Contingencies, Traffic Police, Construction Engineering, and Utility Relocations. The Highway Division will also be capturing other costs associated with each project, as defined on page 4, for Consultant Planning/Design, Project Development Costs, and Right of Way Costs. Together these costs will make up the Total Project Costs. These values will be used in ProjectInfo as well as public facing documents like the CIP.

Design Contingency

The purpose of the design contingency is to account for risks and uncertainties that are inherent in the design development process. A review of projects advertised over the last four years has revealed that the amount of the increase in the Office Estimate from PRC approval to project advertisement varies depending on the nature of the proposed work. The chart below provides recommended values to be applied to the Office Estimate.

DESIGN CONTINGENCIES	
Project Group	% of Office Estimate for Design Contingency
Roadway Reconstruction	25%
Bridge Construction	15%
Resurfacing and Maintenance Type Contracts	0%

Construction Contingency

The purpose of the Construction Contingency is to allocate funding for the purposes of covering costs associated with quantity overruns and extra work orders that are identified during the implementation of the construction contract.

CONSTRUCTION CONTINGENCY	
Project Group	% of Office Estimate for Construction Contingency
NFA Maintenance Non-Site Specific	0%
All Federal Aided Projects and NFA Site Specific	10%

Traffic Police

In July of 2016 the Deputy Chief Engineer for Construction issued guidance for determining the approximate costs for Traffic Police and Roadway Flaggers. The basis for these percentages is a sampling of 67 completed contracts grouped as noted in the table below. The designer and the Project Manager must use sound engineering judgement when determining the appropriate estimated costs for a specific project.

TRAFFIC POLICE AND ROADWAY FLAGGERS		
Project Group	% of Office Estimate for Traffic Police	% of Office Estimate for Roadway Flaggers
Multi-Use Paths	0.25%	1.00%
Bridge Closed - Detour Provided	1.00%	0.03%
Bridge Kept Open - Construction Phasing	2.50%	0.10%
Bridge Open - Temporary Signal Installed	2.00%	0.10%
Interstate Highways	4.50%	0.00%
Roadway Reconstruction	4.50%	0.20%
Town Centers	5.50%	0.10%

Construction Engineering

This amount is calculated as a percentage of the Office Estimate and represents the payroll costs for Highway Division staff assigned to oversee the administration of the construction contract.

CONSTRUCTION ENGINEERING	
Project Group	% of Office Estimate for Construction Contingency
Office Estimate Less Than \$1 Mil.	15%
Office Estimate Between \$1 Mil. and \$5 Mil.	10%
Office Estimate Greater Than \$5 Mil.	5%

Utility Relocations

The basis of the percentages to be used for utility relocation costs is a sampling of actual costs associated with over 160 projects within the last several years. The estimated utility agreement cost expressed as a percent of the bid items averaged approximately 4.5% overall. The data revealed variations between 0.35% to 6.2% depending on the type of project. The costs depicted in the table below have already taken into account the reimbursement percentages in accordance with the MassDOT Utility Reimbursement Policy (Engineering Directive E-11-008).

These recommended percentages are for guidance only. When applying these costs, the designer and Project Manager must continue to use engineering judgement gained from their detailed knowledge of the specific project involved before determining the estimated cost. For example, if the proposed project is known to not contain any existing utilities, the project estimate does not need to include an amount. Conversely, if the project is known to have a very high volume of complex utility relocations, a higher percentage could be applied.

UTILITY RELOCATION COSTS	
Project Group	% of Office Estimate for Utility Agreement Costs
Roadway (Reconstruction, Widening, Resurfacing, Etc.) Under \$20 million	6%
Roadway Projects Over \$20 million	3%
Bridge (Less than \$20 Million)	6%
Bridge (More than \$20 Million)	2%

Consultant Planning/Design

This value represents the estimated cost of consultant engineering services in instances where the Highway Division has a contract with a consultant engineering firm for the purposes of preparing Plans, Specifications and Estimates. For most projects it is recommended that 10% of the Total Construction Cost be allocated for this purpose. Larger percentages should be considered for certain projects that have a small Total Construction Cost, but still require a significant level of design (e.g. intersection reconstruction projects). Conversely, certain high value projects that require limited environmental permitting and limited plan preparation should use a lower percentage (e.g. resurfacing projects).

A value of zero shall be used for in-house designed projects and in instances where the municipality has a direct contractual relationship with the consultant engineering firm.

MassDOT Project Development Costs

This amount represents the estimated payroll costs incurred by the Highway Division in the administration of the project development process. For projects designed by consultant engineering firms (both municipal consultant contracts and Highway Division consultant contracts) it is recommended that 3% of the Total Contract Cost be estimated for this purpose. For in-house designed projects use 9% of the Total Contract Cost.

Right of Way Costs

For projects that clearly will not require the acquisition of property and those that only require alterations to municipally owned layouts, a value of zero shall be used. For projects that will require the alteration of a state highway layout, a best estimate shall be made. It is understood that estimating these costs at the conceptual level of design is extremely difficult. The Right of Way Bureau shall be consulted in instances where it is known that a significant alteration to the state highway layout is required. Otherwise a value of 1% of the Office Estimate is recommended.

Summary

As the design of the project advances, these values may be replaced with more accurate estimates based on the specifics of the project or in some cases the actual estimates from the utility companies. At the present time the Contract Advertising and Planning Estimator (CAPE) application is being revised in order to be consistent with this guidance. More information on the status of this effort will be forthcoming.

POLICY DIRECTIVE

Jonathan Gulliver (signature on original)

HIGHWAY ADMINISTRATOR

Off-Site Stockpiling of Soil from MassDOT Construction Projects

Purpose

The purpose of this Policy Directive is to formally establish a policy and procedures for managing and stockpiling soil generated and transported from MassDOT construction projects. This Policy Directive does not supersede any Federal, State, or Local regulations.

Date of Effect

This Policy Directive is effective immediately for all projects, including active construction projects.

For active construction projects and for other projects advertised prior to October 15, 2022, changes to the contract documents needed to implement the requirements of this Policy Directive will be considered on a case-by-case basis and shall be approved by the District Highway Director, as necessary.

For projects advertised on or after October 15, 2022, MassDOT will include the requirements and implementation procedures of this Policy Directive in the construction contract documents.

Policy Requirements

This policy is intended to prevent the off-site relocation of excavated soil generated from MassDOT projects to areas near residential receptors and to control potential fugitive dusts and/or contaminants. To that end, excavated soil may not be moved from the project site without knowledge of the content of the material. Knowledge may include visual field observations for presence of staining, odor, and/or debris, screening with a photoionization detector (PID), laboratory analysis, and/or site history. Pavement millings and other non-soil materials are not subject to the requirements of this Policy Directive.

Moving soil from a MassDOT project site to a temporary off-site storage location must be approved in writing by the District Highway Director.

The Contractor must select a storage location that is at least 500 feet away from residential receptors, as defined herein to include, but not be limited to, residential dwellings, residentially

zoned property, schools, daycare facilities, playgrounds, parks, recreational areas, hospitals, elderly housing and convalescent facilities.

Temporary off-site storage of excavated soil from a MassDOT project is only permissible at a location approved and permitted by MassDOT. The temporary storage location should be located within the same municipality where the soil was excavated, where possible. Stockpiled soil must be securely covered, and appropriate measures must be taken to minimize fugitive dust and erosion.

Signs indicating the source of the soil, the date the soil was generated, and contact information must be erected and maintained until the stockpiled soils are transported to a disposal facility or reused on the project site.

Implementation Procedures

To ensure that off-site storage of excavated soils is managed properly on MassDOT projects, this policy requires the following:

1. Off-Site Stockpile Storage Locations

- a. The Contractor shall provide proposed off-site storage locations to the Engineer for approval at least 30 days prior to transporting soil off site. Off-site storage locations should be in the same municipality as the work site.
- b. The Contractor shall keep excavated soil on site until adequately characterized to the satisfaction of the Engineer.
- c. The Contractor shall provide notification of the approved off-site storage location to the local Board of Health and the Town Manager's/Mayor's Office at least 7-days prior to transporting soil off site.
- d. The Contractor shall provide the Engineer with at least 3-days' notice prior to transporting soil off site.
- e. For off-site storage locations on MassDOT property, the Contractor is required to obtain an Access Permit through the District Permits Office prior to storage of soil or other materials. MassDOT will issue these permits at no cost to the Contractor. Information to be submitted by the Contractor as part of the permit application shall include:
 - i. A description of material to be stored off-site, including available analytical data;
 - ii. A figure of the location with distances to residences and residential receptors; and
 - iii. Anticipated duration of temporary storage.
- f. Stockpile locations should not be within 500 feet of residential receptors (e.g., residential dwellings, residentially zoned property, schools, daycare facilities, playgrounds, parks, recreational areas, hospitals, elderly housing and convalescent facilities).
 - i. If the stockpile location must be within 500 feet of residential receptors, then soil must be less than RCS-1 (per 310 CMR 40.1600) and free of potentially hazardous or regulated items.

- g. For off-site storage locations on non-MassDOT property, the Contractor must notify the property owner(s) at least 7 days prior to transporting material.
- h. Exceptions to these rules will be reviewed by MassDOT and may be approved by the District Highway Director on a case-by-case basis.

2. Off-Site Stockpile Management

- a. The Contractor shall keep soil stockpiles on impermeable surfaces (e.g., asphalt or concrete) or on 10-mil polyethylene sheeting.
- b. The Contractor shall cover soil stockpiles with 10-mil polyethylene sheeting and surround with a berm made of hay bales, straw wattles, or similar.
 - i. Piles that are actively being worked on must be covered and re-secured at the end of the work shift.
- c. The Contractor shall label stockpiles with signs, including:
 - i. Location of origin (including any Release Tracking Numbers)
 - ii. Stockpile ID number (including MassDOT District office-assigned tracking ID, if different)
 - iii. Date of initial accumulation
 - iv. Applicable telephone numbers for the Contractor and MassDOT.
- d. The Contractor shall mitigate fugitive dust at storage locations under the direction of an appropriately trained/certified environmental professional.
- e. The Contractor shall remedy noncompliance with this policy within 48 hours.
- f. The Contractor shall remedy noncompliance with this policy on the SAME DAY for potentially hazardous material, as determined by the Engineer.
- g. The Contractor shall handle excavated soil according to federal, state, and local regulations.
- h. The Contractor shall use appropriate shipping documents for all movements of excavated soil on public roadways (e.g., Bill of Lading, Material Shipping Record, Manifest, Asbestos Waste Shipment Record, etc.).

POLICY DIRECTIVE

Jonathan Gulliver (signature on original)

HIGHWAY ADMINISTRATOR

Use of MassDOT Property for Staging and other Construction-Related Operations

Purpose

This Policy Directive is intended to address the use of MassDOT property by MassDOT Contractors for construction staging and other construction-related operations that are not specifically defined in the construction contract. Such use of MassDOT property will only be allowed if permitted by the District Office in accordance with 700 CMR 13.00, Approval of Access to MassDOT Highways and Other Property. This includes the use of MassDOT property for staging, laydown, and storage of equipment and materials, including soil excavated from a project site.

This Policy Directive requires the Contractor/applicant to obtain a Non-Vehicular Access Permit from MassDOT to use MassDOT property for these purposes.

This Policy Directive is effective immediately and applies to all MassDOT construction projects.

General Permit Considerations and Conditions

In addition to other normal MassDOT Access Permit procedures, MassDOT shall consider the following during the application, review, implementation and monitoring processes of Access Permits required by this Policy Directive:

- Storage and placement of the Contractor's equipment and materials should not be allowed within the clear zone of the roadway.
- Stockpiled soils should not be located within 500 feet of residential receptors, as defined herein to include, but not be limited to, residential dwellings, residentially zoned property, schools, daycare facilities, playgrounds, parks, recreational areas, hospitals, elderly housing and convalescent facilities.
- The Contractor/applicant shall identify the access/egress locations of the proposed storage areas. MassDOT will only approve locations determined to be safe for roadway users, construction workers and the general public.
- The Contractor may be required to submit a Traffic Management Plan and/or Lighting Plan for MassDOT review and approval as part of the permit application, depending on the proposed use of the area.

- The Contractor shall submit the permit application through MassDOT's online State Highway Access Permit System (SHAPS).
- MassDOT will waive the permit application fee for any application received from a MassDOT Contractor for any permit required by this Policy Directive and will waive any subsequent amendment and extension fees that may otherwise be required.
- MassDOT will review the permit application in accordance with applicable standard procedures and will apply standard permit terms and conditions, as necessary.
- The Resident Engineer will verify that the permit is approved before allowing the Contractor to use the affected area for the requested purpose.
- Areas permitted are for use by the approved applicant only and are not to be shared with or used by other vendors. Subcontractors specifically engaged with the applicant working on the specific MassDOT project will be allowed to use the area in accordance with the terms of the permit.
- Permits are issued on an annual basis and will require the Contractor to file for an extension each year to continue use.

Exemptions from Permit Requirements

Equipment and materials being used for active construction operations and located within the work zone of the construction contract are exempt from this permit requirement, provided they do not interfere with the safety or operation of the roadway or the work zone. Examples of these types of exempt uses are:

- Equipment and materials parked or stored within a protected (barriered) work zone.
- Materials placed in the work zone prior to same-day installation or use.
- Soils excavated temporarily and scheduled to be replaced, such as for trenching operations or for installation of drainage structures.

ENGINEERING DIRECTIVE

Carrie Lavallee, P.E. (signature on original)
CHIEF ENGINEER

Guidance on Traffic Design Submissions and Traffic Count Data

The purpose of this Engineering Directive is to update the Traffic and Safety Engineering 25% Design Submission Guidelines and the Traffic Volume guidance required for all project designs submitted to MassDOT, including projects that are advertised by the Department, Highway Access Permit Projects that are approved by the Department, and development projects that are permitted through the Massachusetts Environmental Policy Act.

Engineering Directive E-11-001 required that all MassDOT projects follow the 2/15/11 Revision of the Traffic and Safety Engineering 25% Design Submission Guidelines, including a preference that traffic count data be less than 2 years old. This Engineering Directive supersedes Engineering Directive E-11-001 and makes effective the latest revision of the Traffic and Safety Engineering 25% Design Submission Guidelines.

This Engineering Directive also supersedes Engineering Directive E-20-005, which provided additional guidance on traffic count data.

This Engineering Directive is effective immediately for all projects not yet advertised, permitted, or otherwise approved.

ENGINEERING DIRECTIVE

Carrie Lavallee, P.E. (signature on original)

CHIEF ENGINEER

Standard Specifications for Highways and Bridges – 2022 Edition

The purpose of this Engineering Directive is to formally issue the 2022 Edition of the MassDOT *Standard Specifications for Highways and Bridges*.

The 2022 Edition of the *Standard Specifications for Highways and Bridges* combines the 2021 Edition of this publication with the *Supplemental Specifications* dated September 30, 2021 and other revisions adopted by MassDOT during 2021. Appendix A of the 2022 *Standard Specifications for Highways and Bridges* provides a full accounting of the changes to the previous (2021) edition of this publication.

The 2022 *Standard Specifications for Highways and Bridges* shall be referenced in all contract documents for all projects advertised on or after February 12, 2022.

For active construction projects and for other projects advertised prior to February 12, 2022, no changes to the contract documents are required. All standard and special provisions referenced in the contract documents for those projects will remain in effect.

The 2022 *Standard Specifications for Highways and Bridges* is available in electronic (.pdf) format on MassDOT's public website (mass.gov) and on MassDOT's internal TransNET. MassDOT will not distribute printed copies of this publication.

This Engineering Directive supersedes Engineering Directive E-21-001, dated January 26, 2021.

ENGINEERING DIRECTIVE

Carrie Lavallee, P.E. (signature on original)

CHIEF ENGINEER

Subsurface Utility Engineering (SUE)

Effective immediately, all new projects approved by the Project Review Committee (PRC) and anticipated to involve subsurface utility relocations shall include scope and workhour provisions for the completion of Subsurface Utility Engineering (SUE) Level B during the project design phase. This requirement applies to all new projects, regardless of whether MassDOT, a municipality or another entity is responsible for funding the design.

Once the design commences, the District Utility and Constructability Engineer (DUCE) will determine whether SUE Level B is required upon their initial review of the project. Preferably, all required SUE Level B work will be performed at the pre-25% or 25% design stage.

The Designer is responsible for performing the required services or for hiring a qualified subconsultant to perform the required services. The work shall only be performed by qualified firms. The MassDOT Architects and Engineers Review Board maintains a list of prequalified SUE firms, which is publicly available on mass.gov (<https://www.mass.gov/prequalification-of-architectural-engineering-firms>).

For active designs and other projects approved by the PRC prior to issuance of this directive, MassDOT recommends the use of appropriate Subsurface Utility Engineering services where subsurface utility relocations are required.



Number: E-11-005

Date: 10-07-11

ENGINEERING DIRECTIVE

Tom Broderick (signature on original)

CHIEF ENGINEER

Right-of-Way Policy for Utility Relocations within MassDOT Projects

Effective for all projects advertised after September 30, 2012, for which MassDOT is responsible for securing the necessary Right-of-Way (ROW), MassDOT shall acquire all necessary ROW for the accommodation, removal and relocation of utilities. This policy is adopted in accordance with M.G.L. c. 6C, §§ 3(21) & 19, 23 C.F.R. § 645 *et seq* (for federal-aid projects), and the American Association of State Highway and Transportation Officials Standing Committee on Highways Strategic Plan Strategy 4-4, dated January 6, 2004. The purpose of this policy is to help prevent delays of highway and bridge projects due to utility conflicts.

This policy requires MassDOT to prepare and secure any necessary layout alterations and plans for accommodating, removing or relocating utilities and utility facilities authorized by law to locate within the highway ROW. Utilities and utility facilities include but are not limited to wires, pipes, poles and conduits, whether above or below ground, which require relocation due to the proposed construction project, on a permanent or temporary basis. Sufficient property rights shall also be acquired to accommodate any ongoing maintenance obligations by the utility owner on the facility.

The designer and the utility owners shall determine the locations and amounts of property takings or easements required at the 75% design stage. This shall give MassDOT sufficient time to coordinate with the affected property owners prior to project advertisement.

If a utility owner decides to change the location of the accommodated or relocated facilities after the project is advertised, and if this change results in additional ROW requirements, the utility owner may be responsible for the associated costs incurred.

MassDOT also recommends that all municipalities, to the extent permissible, adopt this policy for transportation improvement projects for which they are responsible for securing the necessary ROW, as it reduces costs and project impacts associated with related construction delays.

Signature: *Laura J. Hanson*

Email: Laura.Hanson@dot.state.ma.us

Signature: *Paula H. Simmons*

Email: paula.simmons@dot.state.ma.us



To: Montague Selectboard
From: Board of Directors, Friends of the Franklin Co. Regional Dog Shelter, Inc.
(Contact: Trish Howells)
Date: October 28, 2022
Subject: Town of Montague, Parcel 21-0-152

Friends of the Franklin County Regional Dog Shelter respectfully requests that the Montague Selectboard consider:

1. the lease or sale of parcel 21-0-152 (15.585 acres)
or
2. the lease or sale of a 5 – 6 acre section at the back of parcel 21-0-152 (with access from Turnpike Road or Turners Falls Road or Savoy Lane, whichever is deemed best)

to the non-profit Friends of the Franklin County Regional Dog Shelter, Inc.

The Franklin County Regional Dog Shelter (FCRDS) is a community organization currently located at a temporary site: 10 Sandy Lane, next to the Montague Transfer Station. We offer services complementary to those provided at the Montague Safety Complex, adjacent to the parcel in question.

The proposed location would allow us to continue to remain accessible for all Franklin County residents, and to facilitate our work with Police and Animal Control.

The most recent FCRDS statistics show:

1. Pick-up of stray or abandoned dogs by Animal Control and Police has increased in recent years to 60% of total shelter intakes, and
2. Police cases (animal cruelty, dog attacks, etc.) have increased in recent years to 15% of total shelter intakes.

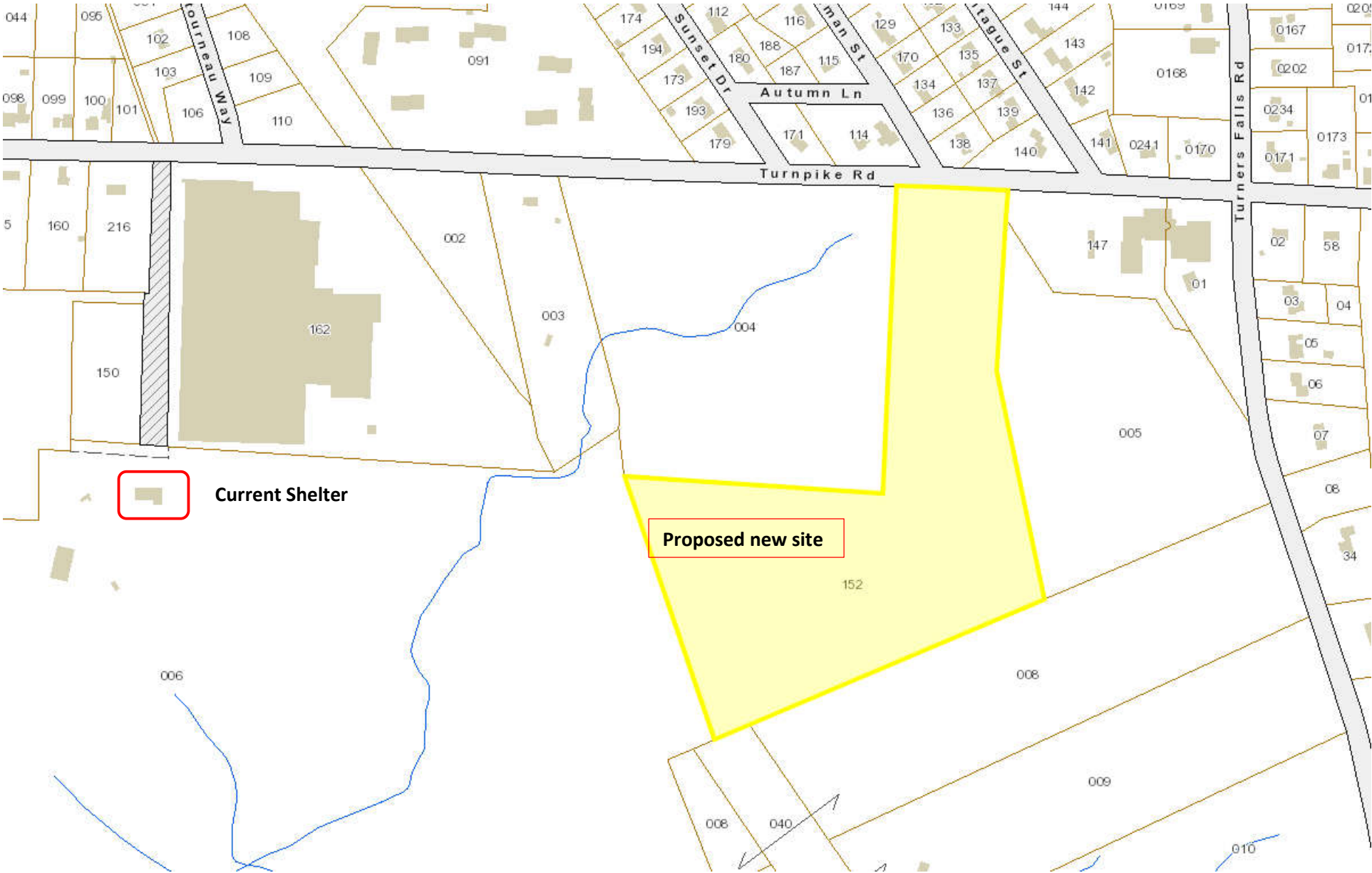
We offer community services, such as clinics for rabies shots, free dog food & supplies, and dog licensing assistance, to name a few. Additional space will allow us to house more animals, expand services, take in cats, and add classroom offerings such as dog training, handling and safety.

We have engaged the consulting services of *Shelter Planners of America* for a needs assessment and design best practices.

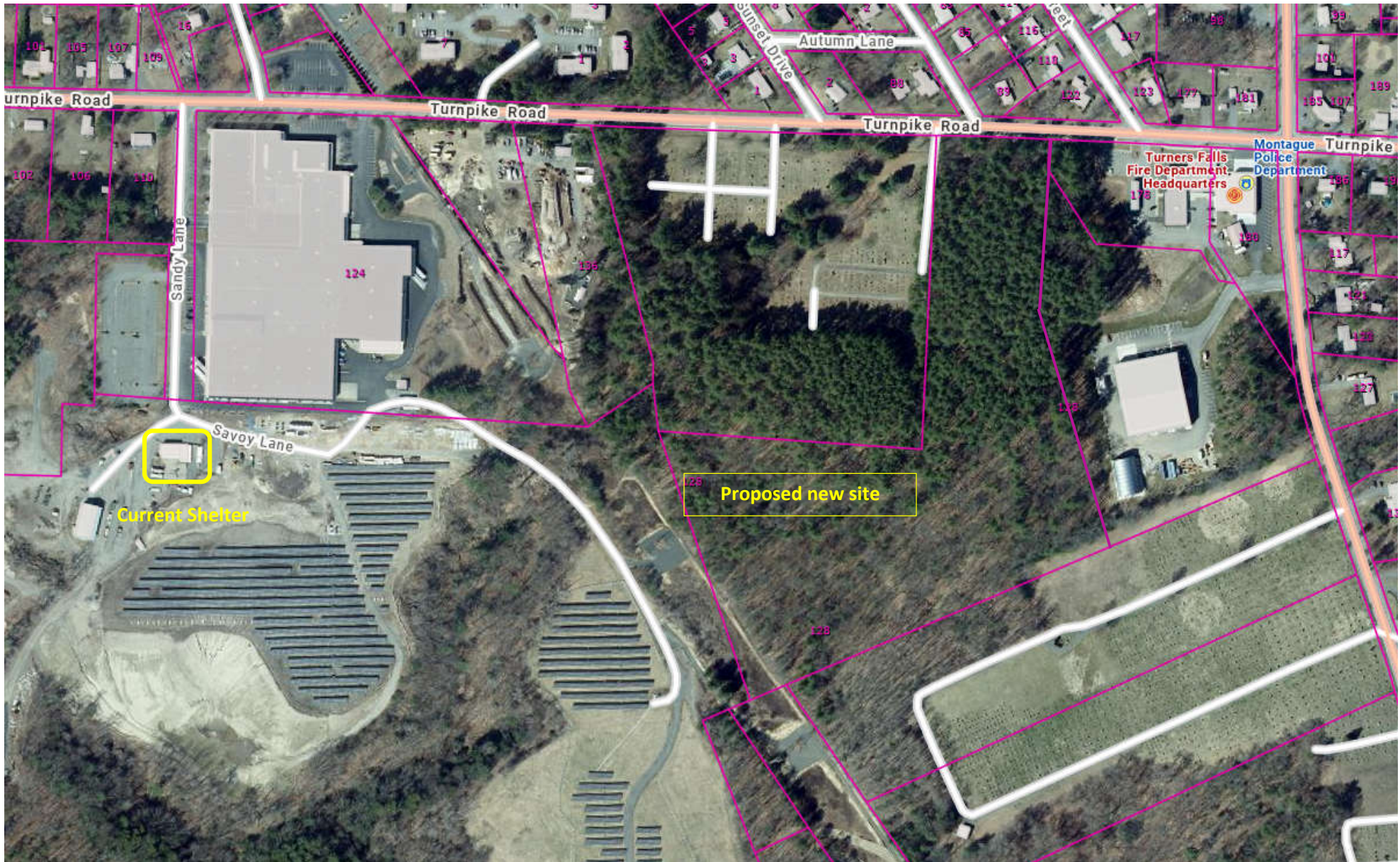
Our Board will gladly share additional information about the project if the Selectboard decides to consider our request. Thank you.

Contact: Trish Howells 413-218-2334

Parcel 21-0-152, adjacent to Montague Safety Complex, Turnpike Road, Montague, MA



Parcel 21-0-152, adjacent to Montague Safety Complex, Turnpike Road, Montague, MA



<https://massgis.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=47689963e7bb4007961676ad9fc56ae9>

000070-10-052 (M-5003)
October 14, 2022

Steven Ellis, Town Administrator
Town of Montague
One Avenue A
Turners Falls, MA 01376

Re: **FY2023 Engineering Agreement Landfill Monitoring Services**

Dear Mr. Ellis:

Enclosed, please find four (4) originals of the Agreement for Engineering Services for Sanitary Landfill Environmental Monitoring at the Montague Sanitary Landfill as well as a copy of our current insurance certificates. We have updated the Agreement to include semi-annual landfill gas monitoring of three gas monitoring wells and the collection of an additional leachate sample from a new location at the Old Burn Dump Area as required by the MassDEP Corrective Action Design (CAD) Permit approval dated April 5, 2019 for the closure of the Old Burn Dump Area.

If the enclosed Agreement language is acceptable, please have the originals executed by the appropriate Town officials. Upon execution please return a copy to me for our records; the remaining copies are for the Town's records.

We appreciate the opportunity to continue to provide professional engineering services to the Town. If you have any questions regarding the Agreement, please contact me at 413-572-3231; project related questions may be directed to Jeff Thelen at (413) 572-3260.

Very truly yours,

TIGHE & BOND, INC.



Peter M. Valinski, PE
Vice President

Enclosures

**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
SANITARY LANDFILL
ENVIRONMENTAL MONITORING
FISCAL YEAR 2023**

**HIGHWAY DEPARTMENT
TOWN OF MONTAGUE, MASSACHUSETTS**

THIS AGREEMENT made this _____ day of _____ 2022 by and between the Town of Montague, Massachusetts, hereinafter designated as the "TOWN", a municipal corporation duly established by law in the Commonwealth of Massachusetts, as represented by its Board of Selectmen, hereinafter designated and referred to as the "BOARD" and Tighe & Bond, Inc., a corporation incorporated under the laws of Massachusetts, and having its principal office in the City of Westfield, said Commonwealth of Massachusetts, hereinafter designated as the "ENGINEER".

WHEREAS, the Massachusetts Department of Environmental Protection (MassDEP) requires groundwater and surface water monitoring of the Montague Sanitary Landfill (hereinafter "Project"), and

WHEREAS, the BOARD requires professional engineering services relative to conducting the monitoring activities.

NOW THEREFORE, the BOARD and the ENGINEER, for the consideration hereinafter named, agree as follows:

SECTION 1 - SCOPE OF THE WORK

The professional engineering services, which are specifically included in this AGREEMENT, are as follows:

A. Groundwater, Surface Water and Landfill Gas Monitoring

The ENGINEER shall monitor landfill gas and collect and analyze groundwater and surface water samples in accordance with the program outlined in Attachment A. The ENGINEER shall summarize the data and forward the laboratory reports and data summary to the BOARD after each sampling event.

SECTION 2 - COMPENSATION

The BOARD agrees to pay, and the ENGINEER agrees to accept as full compensation for all work called for and completed under the terms of this AGREEMENT, fees and charges as follows:

- A. All services performed under Section 1 shall be furnished on an "hourly plus expense" basis. For the purposes of determining a contract value, it is mutually agreed that the services under this AGREEMENT shall be limited to a maximum fee of \$20,700 for Fiscal Year 2023, invoiced in accordance with ENGINEER's standard billing rates. The breakdown of this limiting fee is as follows:

Groundwater and Surface Water Monitoring (2 events)

Labor	\$ 4,700.00
Laboratory Analysis, Sampling & Transportation	<u>\$ 16,000.00</u>
Total Estimated Cost	\$ 20,700.00

- B. For outside services, which are rendered for the ENGINEER by others than its direct employees, the fee shall be the ENGINEER's direct cost-plus ten percent.
- C. Automobile transportation for employees of the ENGINEER traveling in direct reference to the project shall be paid for at the standard Federal rate per vehicle mile at the time of travel.
- D. The ENGINEER shall not be required to provide any engineering services under this AGREEMENT that will result in the limiting fee being exceeded, without first amending this AGREEMENT. In the event that this limiting fee has to be exceeded for reasonable cause, the BOARD and the ENGINEER shall mutually revise it by written amendment to this AGREEMENT. In the event that the BOARD and the ENGINEER cannot reach agreement, the work shall thereupon cease.
- E. Interim payments shall be made monthly to the ENGINEER as the project proceeds. It is understood and agreed that the ENGINEER will be paid only for services rendered by its employees and expenses under this AGREEMENT. All services rendered by TOWN employees will be at no cost to the ENGINEER and it will receive no payment therefore.

SECTION 3 - MISCELLANEOUS

- A. The BOARD and the ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this AGREEMENT. The ENGINEER shall not assign, sublet or transfer its interest in this AGREEMENT without the written consent of the BOARD.
- B. This AGREEMENT represents the entire and integrated Agreement between the BOARD and the ENGINEER and supersedes all prior negotiations, representations or Agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both BOARD and ENGINEER.
- C. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the BOARD or the ENGINEER.

IN WITNESS WHEREOF, the BOARD and ENGINEER have caused these presents to be signed by their respective duly authorized representatives for the purpose on the day and year first written above.

**TOWN OF MONTAGUE
BY ITS BOARD OF SELECTMEN**

In the Presence of:

In the Presence of:

Diana Brennan

TIGHE & BOND, INC.

Peter Valinski

Peter M. Valinski
Vice President

Certified as to Appropriation

George O'Rourke

Town Accountant

ATTACHMENT A

GROUNDWATER, SURFACE WATER AND LANDFILL GAS MONITORING

TABLE 1	
Environmental Monitoring Program Parameters	
<p>General Chemistry</p> <p>Field pH</p> <p>Field Temperature</p> <p>Field Specific Conductance</p> <p>Field Dissolved Oxygen</p> <p>Alkalinity</p> <p>Chemical Oxygen Demand (COD)</p> <p>Chloride</p> <p>Cyanide</p> <p>Nitrate (As Nitrogen)</p> <p>Sulfate</p> <p>Total Dissolved Solids (TDS)</p>	<p>Metals</p> <p>Iron (Fe)</p> <p>Manganese (Mn)</p> <p>Arsenic (As)</p> <p>Barium (Ba)</p> <p>Cadmium (Cd)</p> <p>Chromium (Cr)</p> <p>Copper (Cu)</p> <p>Lead (Pb)</p> <p>Mercury (Hg)</p> <p>Selenium (Se)</p> <p>Silver (Ag)</p> <p>Zinc (Zn)</p> <p>Calcium (Ca)</p> <p>Sodium (Na)</p>
<p>Volatile Organic Compounds (VOCs)</p> <p>EPA Method 8260 Including:</p> <ul style="list-style-type: none"> Acetone Methyl Ethyl Ketone (MEK) Methyl Isobutyl Ketone (MIBK) Xylenes + ID Unknown Peaks @ 2x Base <p>Separate Low-Level Analysis for 1,4-Dioxane</p>	
<p>Landfill Gas Monitoring – Field Parameters</p> <p>Methane – total percent</p> <p>Carbon Dioxide – total percent</p> <p>Oxygen – total percent</p> <p>Balance Gas – total percent</p>	

TABLE 2 Environmental Monitoring Program Locations	
Location	Description
Groundwater Monitoring Wells	
DW-1	Downgradient Shallow Well - North of Landfill
DW-2S	Downgradient Shallow Well - Northwest of Landfill
DW-3	Downgradient Shallow Well - West of Landfill (no longer exists)
DW-4	Downgradient Shallow Well - Southwest of Landfill
MW-6S	Upgradient Shallow Well - East of Landfill
MW-7S	Downgradient Shallow Well - Southeast of Landfill
MW-8S	Downgradient Shallow Well - Southwest of DW-4
Surface Water & Seepage Area Stations	
Stream S-2	Downstream Station @ Greenfield Road - Randall Brook
Stream S-4	Downstream Confluence - North and South Branches of Randall Brook
SA-1	Downgradient Seepage Area - South Branch Randall Brook
MH-DP	Discharge Pipe for Internal Drainage from the Old Burn Dump Area - North Branch Randall Brook
SA-XX	New Seepage Area at the Old Burn Dump Area
Landfill Gas Monitoring (3 new gas monitoring wells by others)	
GW-1	Proposed - Between the Landfill and the Transfer Station area
GW-2	Proposed - Between the Landfill and the Dog Shelter
GW-3	Proposed - Between the Landfill and the Judd Wire, Inc. facility