



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

City/Town \_\_\_\_\_

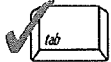
**WPA Form 1- Request for Determination of Applicability**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

**A. General Information**

**Important:**

When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. Applicant:

Dawn Marttila

Name

E-Mail Address \_\_\_\_\_

2 Chris Cir

Mailing Address

Leicester

City/Town

MA

State

01524

Zip Code

207-249-5727

Phone Number

Fax Number (if applicable) \_\_\_\_\_

2. Representative (if any):

Firm \_\_\_\_\_

Contact Name \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/Town \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number (if applicable) \_\_\_\_\_

**B. Determinations**

1. I request the \_\_\_\_\_ make the following determination(s). Check any that apply:  
Conservation Commission

- ☐ a. whether the **area** depicted on plan(s) and/or map(s) referenced below is an area subject to jurisdiction of the Wetlands Protection Act.
- ☐ b. whether the **boundaries** of resource area(s) depicted on plan(s) and/or map(s) referenced below are accurately delineated.
- ☐ c. whether the **work** depicted on plan(s) referenced below is subject to the Wetlands Protection Act.
- ☒ d. whether the area and/or work depicted on plan(s) referenced below is subject to the jurisdiction of any **municipal wetlands ordinance** or **bylaw** of:

Leicester

Name of Municipality

- ☐ e. whether the following **scope of alternatives** is adequate for work in the Riverfront Area as depicted on referenced plan(s).



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**C. Project Description**

1. a. Project Location (use maps and plans to identify the location of the area subject to this request):

Town Beach Rd. - Burncoat  
Street Address Park.

Leicester  
City/Town

Assessors Map/Plat Number \_\_\_\_\_

Parcel/Lot Number \_\_\_\_\_

- b. Area Description (use additional paper, if necessary):

parking area + pathway to beach.  
beach area - path + viewing platform (to be built).  
trails + trail kiosk (to be built).

- c. Plan and/or Map Reference(s):

Title \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

2. a. Work Description (use additional paper and/or provide plan(s) of work, if necessary):

Emailed - Mass Trails grant - approved.  
Contract signed by Town + DCR.  
Wetland Delineation - Eco Tec. (softball field).  
Survey - Jarvis (softball field only).  
request if needed.



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**C. Project Description (cont.)**

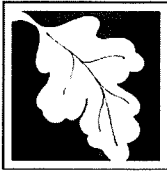
b. Identify provisions of the Wetlands Protection Act or regulations which may exempt the applicant from having to file a Notice of Intent for all or part of the described work (use additional paper, if necessary).

*Burncoat Park has existing trails and structures. Jurisdiction of Conservation Commission is town of Leicester.*

3. a. If this application is a Request for Determination of Scope of Alternatives for work in the Riverfront Area, indicate the one classification below that best describes the project.

- ☐ Single family house on a lot recorded on or before 8/1/96
- ☐ Single family house on a lot recorded after 8/1/96
- ☐ Expansion of an existing structure on a lot recorded after 8/1/96
- ☐ Project, other than a single-family house or public project, where the applicant owned the lot before 8/7/96
- ☐ New agriculture or aquaculture project
- ☐ Public project where funds were appropriated prior to 8/7/96
- ☐ Project on a lot shown on an approved, definitive subdivision plan where there is a recorded deed restriction limiting total alteration of the Riverfront Area for the entire subdivision
- ☐ Residential subdivision; institutional, industrial, or commercial project
- ☐ Municipal project
- ☐ District, county, state, or federal government project
- ☐ Project required to evaluate off-site alternatives in more than one municipality in an Environmental Impact Report under MEPA or in an alternatives analysis pursuant to an application for a 404 permit from the U.S. Army Corps of Engineers or 401 Water Quality Certification from the Department of Environmental Protection.

b. Provide evidence (e.g., record of date subdivision lot was recorded) supporting the classification above (use additional paper and/or attach appropriate documents, if necessary.)



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**D. Signatures and Submittal Requirements**

I hereby certify under the penalties of perjury that the foregoing Request for Determination of Applicability and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge.

I further certify that the property owner, if different from the applicant, and the appropriate DEP Regional Office were sent a complete copy of this Request (including all appropriate documentation) simultaneously with the submittal of this Request to the Conservation Commission.

Failure by the applicant to send copies in a timely manner may result in dismissal of the Request for Determination of Applicability.

Name and address of the property owner:

Name Dawn Martella  
Mailing Address Burncoat Park - Town Beach Rd.  
City/Town Leicester  
State MA Zip Code 01524

Signatures:

I also understand that notification of this Request will be placed in a local newspaper at my expense in accordance with Section 10.05(3)(b)(1) of the Wetlands Protection Act regulations.

Signature of Applicant Dawn Martella Date 11/24/2021  
Signature of Representative (if any) Burncoat Park Sports Planning Committee Date 11/24/2021





## Notice To Proceed

Dawn Marttila  
Town of Leicester  
Sports Planning Committee  
3 Washburn Square  
Leicester, MA 01524

**RE: Burncoat Park Trail Improvement Project – Award**  
**Contract No.: P22-3472-G25A**

Dear Ms. Marttila,

The following is provided as formal authorization to proceed with your MassTrails, Recreational Trails Program Grant as described in your proposal for the Burncoat Park Trail Improvement Project. The authorization is effective as of the date signed below and the reimbursable portion of the project is not to exceed the grant amount of \$48,475.00. All work is expected to be completed by December 31, 2023.

Department oversight will be provided by **Amanda Lewis**, MassTrails Program Manager. All official project correspondence, reimbursements, and other documentation and tracking forms must be submitted to the MassTrails administrative team at [amanda.lewis@mass.gov](mailto:amanda.lewis@mass.gov) and [elizabeth.knott@mass.gov](mailto:elizabeth.knott@mass.gov), unless otherwise specified.

Sincerely,

Patrice Kish  
Chief, Design and Engineering

11/16/2021

Authorization Date

cc: Robert Boncore, Director of Contract Administration & Procurement  
Ginna Johnson, Bureau of Design and Project Management  
Amanda Lewis, MassTrails Program Manager  
Libby Knott, MassTrails Grants Coordinator

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation  
251 Causeway Street, Suite 600  
Boston MA 02114-2119  
617-626-1250 617-626-1351 Fax  
[www.mass.gov/orgs/departments-of-conservation-recreation](http://www.mass.gov/orgs/departments-of-conservation-recreation)



Charles D. Baker  
Governor

Karyn E. Polito  
Lt. Governor

Kathleen A. Theoharides, Secretary  
Executive Office of Energy & Environmental Affairs

Stephanie C. Cooper, Acting Commissioner  
Department of Conservation and Recreation

# 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>.

<b>CONTRACTOR LEGAL NAME:</b> (and d/b/a): TOWN OF LEICESTER - SPORTS PLANNING COMMITTEE		<b>COMMONWEALTH DEPARTMENT NAME:</b> Dept. of Conservation and Recreation <b>MMARS Department Code:</b> DCR	
<b>Legal Address: (W-9, W-4):</b> 3 WASHBURN SQUARE, LEICESTER, MA 01524		<b>Business Mailing Address:</b> 136 DAMON ROAD, NORTHAMPTON, MA 01060	
<b>Contract Manager:</b> DAWN MARTILA MARTILA	<b>Phone:</b> 207-249-5727	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> EARTHCHASER@GMAIL.COM	<b>Fax:</b>	<b>Contract Manager:</b> AMANDA LEWIS	<b>Phone:</b> 617-645-8314
<b>Contractor Vendor Code:</b> VC		<b>E-Mail:</b> AMANDA.LEWIS@MASS.GOV	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD __		<b>MMARS Doc ID(s):</b> 2CTDCR8400P223472G25	
(Note: The Address ID must be set up for EFT payments.)		<b>RFR/Procurement or Other ID Number:</b>	
<b><u>X</u> NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<b><u>      </u> CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: __, __, __. Enter Amendment Amount: \$ ____, (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions <u>      </u> Commonwealth Terms and Conditions For Human and Social Services <u>      </u> Commonwealth IT Terms and Conditions			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ <u>48,475.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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 <u>      </u> % PPD; Payment issued within 15 days <u>      </u> % PPD; Payment issued within 20 days <u>      </u> % PPD; Payment issued within 30 days <u>      </u> % PPD. If PPD percentages are left blank, identify reason: <u>      </u> agree to standard 45 day cycle <u>      </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u>      </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.)			
<b>RECREATIONAL TRAILS PROGRAM GRANT: P22-3472-G25A BURNCOAT PARK TRAIL IMPROVEMENT PROJECT</b>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of __, 20__, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of __, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>DECEMBER 31, 2023</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>10/13/2021</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Pick Antanancia</u> Print Title: <u>Chair, Select Board</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> Date: <u>11/16/21</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Max Tassinari</u> Print Title: <u>CFO</u>	

Form Name:	MassTrails_Grant_application
Submission Time:	February 1, 2021 9:35 am
Browser:	Chrome 70.0.3538.102 / Windows
IP Address:	96.39.13.166
Unique ID:	748523508
Location:	41.467498779297, -73.240600585938

## Section I: Applicant Information

1.1 Organization	Leicester Sports Planning Committee (the Committee)
1.2 Contact Name	Dawn Martilla
1.3 Contact Phone	(207) 249-5727
1.4 Contact Email	earthchaser@gmail.com
1.5 Mailing Address	Leicester Town Hall 3 Washburn Square Leicester, MA 01524
1.6 Has this entity received state trail grant funding in previous years (i.e: MassTrails, Recreational Trails Program Grants)?	No

## Section II: Project Information

2.1 Project Title	Burncoat Park Trail Improvement Project
2.2 Municipality(s) where the project will take place	Leicester, MA
2.3 Brief Project Description	This project proposes to do three things: 1.) construct a 1500' accessible trail with new handicap parking, trailhead kiosk and viewing platform on the shores of the pond, 2.) upgrade two existing natural surface pedestrian/snowmobile trail loops by fixing wet trail areas, removing hazardous trees and storm damage, brushing out trail sides and removing trailside invasives, adding some way-finding signage, and install two pipe gates to control unauthorized ATV access to the trail network and 3.) to construct a short trail connector to the Mid-State Trail and an extensive trail network on a 700-acre open space parcel in the neighboring town.
2.4 Total Project Value	60795.00
2.5 Grant Amount Requested	48475.00
2.6 Matching Amount Committed	12320.00
2.7 What is the primary activity of the project?	Construction



<b>2.8 What type of trail will this project build?</b>	Other: This project will build a new 1500' ADA-compliant accessible trail and upgrade two woodland trail loops that provide pedestrian snowmobile access and
<b>2.9 What user group will this trail/pathway serve/allow? Check all that apply.</b>	<p>Walkers</p> <p>Runners</p> <p>Hikers</p> <p>Cross-Country Skiers</p> <p>Snowmobiles</p> <p>Other: The Committee will consider allowing Mountain Bikers in the future and will continue to allow people with dogs on leashes.</p>
<b>2.10 Briefly describe the project site/location.</b>	Burncoat Park is a popular park on the west side of Leicester, with access off of Route 9. It is a forested park with beach access at Burncoat Pond and an existing trail system. The park is abutted on each side by forested land making it a premier outdoor recreation spot in Town.
<b>2.11 List the name of the landowner(s) and other relevant interest held on the property and by what entity (e.g. Conservation Restriction, Leasehold, Right of Way, Easement). Provide documentation of permissions for project work by all required entities as an attachment in the final section of this application.</b>	<p>Burncoat Park is owned by the Town of Leicester under the jurisdiction of the Conservation Commission and is open to all resident of cities and towns and Massachusetts. Part of the parkland was purchased with the help of a state grant which required it be maintained as parkland and be open to all residents of cities and towns in Massachusetts.</p> <p>A very small piece of land in this project is owned by the Massachusetts Audobon Society and this project proposes using it to connect Burncoat Park Trails into the Mid-State Trail. We have engaged Mass Audobon in conversations about the project and their reaction has been favorable. We will continue to work with them to secure a final agreement on permission and keep them consulted throughout the project.</p>
<b>2.12 Is the land where the project will take place publicly owned?</b>	Yes
<b>2.14 Does this project meet the minimum state and federal requirements for accessibility?</b>	Yes
<b>2.15 Does the project involve the purchase of steel or iron, including construction supplies (e.g. bridges, culverts) or equipment with steel or iron parts (e.g. tractors, snowmobiles), with a value of \$2,500 or more?</b>	No

### Section III: Narrative

**3.1 Describe specifically what kind of trail your project proposes to design and/or build? Describe in detail the characteristics of the proposed trail (including length, width, surface material, grades / terrain, structures, signage, and amenities).**

This project proposes to build a 1,500' x 10' compacted gravel ADA-compliant accessible trail on top of an old paved roadway from the bath house to a new, wooden 16' x16' viewing platform with 42" high railings and black vinyl-coated wire mesh inserts. The platform will have 4 wooden benches designed to hold two people each and have arm rests and slanted backs for ease of use. The trail will begin at the new, 4-vehicle, handicapped parking area in front of the bath house. A new Trailhead kiosk will be erected near the handicap parking area and will be accessible to those with mobility impairments. (See Sheet 1 - Burncoat Pond Trailhead Schematic Plan for the relative layout of this trail).

The project also intends to upgrade two natural surface trail loops located in the woodlands on the property. These trails are 8'-10' wide and are used by both pedestrian users and snowmobilers. The trails are in gently rolling terrain traveling through mixed hardwood and pine stands with understories of Mt. laurel and typical woodland understory plants. Way-finding signposts with directional arrows and mini-maps will be installed at the trail intersections and some color-coded aluminum blazing discs will be installed on the trails as well. Other trail work including hazard tree removal, brush clearing along the sides of the trail, some invasive control work along the sides of the smaller trail loop, and addressing some water issues on the trail will also be part of this project (See the Burncoat Park Trails map for the layout of these two loop trails as well as the proposed connector trail to the Mid State Trail).

Finally, the project proposes to construct a short (about 1/4 mile), new pedestrian trail to connect the trails at Burncoat Park to the Mid State Trail.

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### **3.2 Describe the specific tasks required to complete this project.**

Starting with the short connector Trail, a new route will be flagged, approval by the Committee and MAS officials will be secured and the trail corridor will be cleared of any trees and brush encroaching in the corridor. The tread will be cleared for a width of 18"-24" maximum from the loop on Burncoat Park property to the Mid-State Trail on MAS property. The leaves and forest debris will be scattered in the woods along the trail. Appropriate color-coded way-finding tree blazes will be installed along the trail and way-finding signposts, one on each end will be installed to mark the intersections of this connector trail between the southern loop trail at Burncoat Park and the Mid-State Trail. (See the Burncoat Park Trails map and Photo 20 and Sheet #5 for the proposed location of this trail).

With regard to the work being proposed to upgrade the two existing loop trails that are open to pedestrian and snowmobile use, view photos 4-8, 12, & 17-19 for images of existing conditions on the trails that will be addressed in this part of the project. they are listed below:

1. Photos #4 & # 18 shows the lack of any trail signage or way-finding aids along the trails. Way-finding sign posts will be installed at trail intersections with mini-maps, directional arrows and mileage markers along with color-coded tree blazing discs.
2. Photos #5 & #6 show thick brush growing over the trail on the northern trail loop. This will be cut flush with the ground and the debris hauled off into the woods 50' from the trail. Much of this brush is comprised of invasive species and the Town will hire a contractor to treat the stumps after they have been cut to kill the plants.
3. Photos #7 & #8 depict hazard trees and storm damage along the sides of the two trail loops that will be dropped and cut up and either removed from the site or hauled off into the woods away from the trails.
4. Photo #12 shows a snowmobile spur trail heading onto private property. This trail and a similar one on the east side of the property are being used for unauthorized access by ATV's and pipe gates will be installed to dissuade ATV access at these two points. The gates will be opened up during the winter season to allow snowmobile users access to these trails. The local snowmobile club provides trail maintenance on these trails.
5. Photo #17 shows a mudpuddle on the trail as well as a section of soft, wet trail that will need "hardening". This will be done by "turnpiking" the mudpuddle and filling the wet, soft area. A "bladder" technique will be used at the mudpuddle incorporating a layer of 5"-7" trap rock encased in a geotextile separator fabric that is then covered with 6"-8" of processed gravel. The trap rock allows water to pass through the bladder, the fabric keeps the smaller gravel particles from filling the voids in between the rocks, and the processed gravel provides the travel surface for the tread. The soft, wet area will have a layer 6"-10" of coarser processed gravel laid down on top of the trail to raise the surface above the current grade and to give it a firmness it currently does not have. The Simple diagrams on Sheet # 3 "Trailhead Kiosk" and "Trail Repairs" show these two techniques.
6. A new wooden, post & beam, Trailhead Kiosk will be installed at the beginning of the trail loops near the new handicap parking area. The kiosk

will provide an updated maps of the property showing the trails on the property and the larger regional context with the trail connection to the Mid-State Trail (See the Framing Plan for the kiosk on Sheet #3 and the location for the new kiosk depicted in Photo #3 on Sheet #1).

The site for the accessible trail and handicap parking are shown on Plan Sheet #1 and reflect the change in the existing parking area. A 20' x60' area will be resurfaced with a compacted 6"-8" layer 3/8" minus stone aggregate to form the travel surface for the handicap parking area. Four universal spaces (11' side to accommodate vans and cars) will be created facing the Bath House. Each space will have posts installed with universal handicap signs attached to designate them as handicap parking spaces. Two boulders will be placed on the parking lot side of the signs to protect them and keep vehicles from parking too close to the Bath House and encroaching on the travel lane to the rest rooms. As shown in the diagram on Sheet #1, the new kiosk will be close enough to envelope the area with the same ADA-compliant surfacing so that users can disembark from their vehicles and move to the kiosk freely and easily. The parking area seamlessly transitions into the accessible trail on the east side of the parking area which allows visitors to travel down to the pond at will. Two or three removable bollards will be installed at the head of the trail to eliminate unwanted vehicle traffic on this pathway except for scheduled maintenance or emergency situations. Signs indicating a crossing will be installed on Town Beach Road at the proper distance to inform drivers of the possibility of encountering someone crossing at the head of the parking area.

Photos #1 & #2, #9 thru #11, depict the existing paved roadway that will become the route of the new accessible trail. The cracked, uneven and lifted pavement will be removed using a mini-excavator and dump truck. The material will be recycled off-site at a local bituminous concrete plant. An additional 6"-8" layer of graded base will be brought in to improve the trail base on which a 4"-6" compacted layer of 3/8" minus stone aggregate will be installed to provide the finished travel surface for the 10' wide trail. The trail is being built to accommodate emergency vehicles that may need access to the viewing platform and fire trucks who occasionally fill up from the pond during fire emergencies in the area. Photos #9 & #11 show a small perennial stream that flows along side the current road. A line of stone boulders will be installed on the side of the pathway to help ensure that material does not erode into the stream and to help retain the fill that is brought in to build up the path base. While the photos show some recycled granite posts used on top of the culvert, we have recommended natural stone boulders to line the stream as this is more in keeping with the character of the property and a more natural bank for the stream.

Photos # 13 thru #15 depict the road leading to the pond, the site of the viewing platform at the pond's edge, and the view of the marsh that visitors will enjoy from the platform. (See Planning Sheet #2 for detail of what the viewing platform will look like and how it will be constructed.

<b>3.3 Describe how this project will fill in a critical network gap and/or connect directly to other existing trails, trail segments or trail networks, and to residential, commercial and recreational “community anchors.”</b>	<p>One of the primary benefits of this project is that it will create a connection from existing trails in Leicester to the Mid-State Trail and the extensive trail network on the 700+ acre open space area in Spencer, MA. Additionally, because of the relative scarcity of accessible open space parcels in Leicester, (Most of the dedicated open space in the town belongs to the Worcester Water Department and is posted as "No Trespassing" land.), the renewal of these trails in Town is a welcome addition to the recreational opportunities residents enjoy. This is one of the few parcels in town that is open to passive recreational use!</p> <p>Reauthorizing these trails also provides the local snowmobile club with a critical trail connection through this parcel to private parcels on either side of the property.</p> <p>This property is located just south of Route 9 which is increasingly being developed commercially and residentially. This property provides abutters and those that work in the area a convenient location to come and enjoy nature and get some exercise and fresh air.</p>
<b>3.4 Is the project located in or near an Environmental Justice Community or in close proximity to an “underserved” community? If applicable, describe the impacted EJ or underserved community. What is the proximity of the community to the trail (does the trail intersect with the population block, run adjacent, or is it a certain distance away?) How will this project improve access, mobility, safety, health and/or quality of life for these populations?</b>	<p>Both Leicester and Spencer have EJ neighborhoods in their Town Centers. While this property is 2 miles from each town center, there is a public bus route that travels between the towns on Route 9 and the Committee is exploring the opportunity to establish a stop at the property for those who may want to travel up to enjoy the trails.</p>
<b>3.5 Describe the steps already taken during this project or planned in future steps to ensure that the project is inclusive of under-represented voices and populations in the community, region, or state.</b>	<p>The Committee has reached out to the local snowmobile club, the abutters, and the residents of the apartment complex on Town Beach Road, as well as business owners in the area to ask for their input on this project.</p>
<b>3.6 Describe the "readiness" of this project for the proposed phase.</b>	<p>The Town and the Committee have been planning and discussing the disposition of this property and its assets for several years. If funded, the Committee is ready to start this project immediately. They have reached out to the town Conservation Commission, the NHESP staff, the Mass Historical Commission and the local Building Inspector. Again, if funded, they will pursue the permitting of this project and move into the construction phase immediately thereafter.</p>



**3.7 Describe community support for this project.** The Sports Planning Committee is comprised of local volunteers appointed by the Board of Selectmen to address the reuse of the former Town Beach area. This project has been approved by the Conservation Commission and Parks & Recreation Committee and just awaits the permitting of specific aspects of the project. The local snowmobile club has also reviewed and given its support for this project. Additionally, key abutters and stakeholders have been consulted and have given their support. Given its former use as the town beach and the previous existence of hiking trails on the property, no opposition is anticipated. The creation of an accessible trail is viewed as a positive and desirable improvement to the property.

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**3.8 Does this project specifically address an existing or potential safety issue? If yes, describe the proposed installation/enhancement and how it will improve safety on the trail.**

The project addresses 2 existing or potential safety issues.

The first is the presence of several hazardous trees along the sides of the trail. These are large, dead trees that lean towards the trail that could fall over or be blown over at any time. Because of their lean, they would either fall across the trail or lengthwise on the trail blocking it, or worse, injuring someone on the trail at the time that they fall. This project proposes to cut down and remove all of the hazard trees along the trail at this time.

Another safety issue is providing safe access to the property for those with mobility impairments. The creation of an accessible trail with the amenity of a viewing platform addresses this issue. Additionally, the creation of the handicap parking area adjacent to the Bath House provides safe access to a critical visitor amenity.

Finally, the installation of critical way-finding signage provides users with a greater sense of assurance when they use the trails so that they know where they are on the property at all times.

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**3.9 How does this project specifically address or improve accessibility for people with disabilities?**

One way this project addresses and improves accessibility for people with disabilities is through the construction of a 1500' ADA -compliant accessible trail from the Bath House down to a new viewing platform at the edge of the pond. this pathway will not only be an improvement for wheelchair users, but for all of those with impaired mobility such as those that need a cane to get around or those that need a walker and even those who use neither but find it difficult to walk on uneven ground. The existing paved roadway is cracked in numerous locations, sections of the pavement have heaved up creating tripping hazards, the center and edges of the roadway are higher up than the tire lanes and this creates uneven, sloped surfaces that are problematic for many elderly and those with mobility issues. Additionally, for those with visual impairments, this condition makes it dangerous for them to travel on the roadway. The creation of a flat, level, stable surface will improve accessibility for many different user groups.

---

**3.10 What distinguishes this project as a unique, high-quality recreational experience for the visitors and residents of Massachusetts?**

This project is a high-quality recreational experience because of the wonderful opportunity users will have to enjoy the quiet, peaceful, scenic setting on the edge of Burncoat Pond, the ability to connect to the Mid-State Trail from a trailhead area that provides ample parking and restroom facilities that are just a short distance from Rte. 9, major east-west roadway in the Commonwealth, and because of the proposed accessible trail opening up this experience for a whole new set of visitors to the property.

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**Section IV: Cultural and Natural Resources Protection**

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**4.1 To the best of your knowledge, is your project near any historic or archaeological resources?**

No

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**4.3 Will your project involve even minimal excavation?**

Yes

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**4.4 Please describe the locations and extents of excavation.**

Six postholes (8" diameter, 3' deep) will be dug for the way-finding signposts, 2 holes (12" diameter, 3' deep) will be dug for the kiosk supports, and 9 holes (12" diameter, 8" deep) will be dug for the Diamond Piers for the support for the viewing platform. The wayfinding signposts will be installed at the trail intersections and the beginnings of the trail loops. The kiosk will be located near the Bath House and proposed Handicap Parking Area. The holes for the diamond piers will be dug on the shore of the pond to support the viewing platform.

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**4.5 Will your project require Wetland Protection Act permitting (i.e. will any part occur within 100 feet of a wetland or 200 feet of a perennial stream?)**

Yes

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**4.6 If yes, please describe what communications you have had with the local Conservation Commission, and what steps you are taking to avoid wetland impacts.**

The Committee has had discussions with the local Conservation Commission and will file a NOI after the grant is approved and the contract signed.

---

**4.7 Will the project occur within Estimated Habitats of Rare Wildlife and/or Priority Habitats of Rare Species, according to MA Division of Fisheries and Wildlife's Natural Heritage Atlas? (available at [http://maps.massgis.state.ma.us/PRI\\_EST\\_HAB/viewer.htm](http://maps.massgis.state.ma.us/PRI_EST_HAB/viewer.htm))**

Yes

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<b>4.8 If yes, please describe what communications you have had with the Massachusetts Natural Heritage and Endangered Species Program, and what steps you are taking to avoid impacts to rare species.</b>	The shore of Burncoat Pond is considered Priority Habitat. The Committee has contacted NHESP staff and informed them of the intent to build an accessible trail to the water's edge and to construct a viewing platform that will extend over the water. The Committee will comply with whatever mitigation measures the NHESP staff require for this project.
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<b>4.9 Does the project meet or exceed any thresholds for MEPA review set in 301 CMR 11.03? List all relevant thresholds and indicate if ENF and/or EIR are required.</b>	N/A
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<b>4.10 Are there any other permits required for this project? Please indicate the permit type and how/when it will be obtained.</b>	The local Building Inspector will need to review the plans for the Viewing Platform before issuing a building permit.
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## **Section V: Equipment Worksheet (Required for Equipment Purchases Only)**

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## **Section VI: Required Documents and Supporting Materials**

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<b>6.1 MassTrails Grant Budget and Timeline Worksheet (Required - *Note that there are two (2) tabs on this spreadsheet - BOTH should be filled out)</b>	<a href="https://www.formstack.com/admin/download/file/9854562866">https://www.formstack.com/admin/download/file/9854562866</a>
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<b>6.2 Project Map(s) (Required)</b>	<a href="https://www.formstack.com/admin/download/file/9854562867">https://www.formstack.com/admin/download/file/9854562867</a>
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<b>6.3 Project Documents (Photos, Plans, Drawings, etc.)</b>	<a href="https://www.formstack.com/admin/download/file/9854562868">https://www.formstack.com/admin/download/file/9854562868</a>
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<b>6.5 Additional Project Information - A</b>	<a href="https://www.formstack.com/admin/download/file/9854562869">https://www.formstack.com/admin/download/file/9854562869</a>
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<b>6.6 Additional Project Information - B</b>	<a href="https://www.formstack.com/admin/download/file/9854562870">https://www.formstack.com/admin/download/file/9854562870</a>
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<b>6.7 Additional Project Information - C</b>	<a href="https://www.formstack.com/admin/download/file/9854562871">https://www.formstack.com/admin/download/file/9854562871</a>
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MassTrails Grant Application Budget Worksheet (Template)

Cost of Project Personnel:	Brief Description	Total MassTrails Request	Total Proposed Match	Total Cost	Source of Match	Are Match funds secured?
Grant Administrator	process invoices & keep project balance sheet, track and document volunteer hrs., prepare and file required progress & final grant reports (80 hrs)		\$ 2,480.00	\$ 2,480.00		
Project Manager	Inspects work & ensures quality control (40 hrs)		\$ 1,240.00	\$ 1,240.00		
Volunteers (at \$31 / hr):	haul brush, install signs and markers, finish grade trail edges, assist in building viewing platform (100 hrs)		\$ 3,100.00	\$ 3,100.00		
Permitting Work	file for NOI, NHESP permits		\$ 2,500.00	\$ 2,500.00		
TOTAL			\$ 9,320.00	\$ 9,320.00		

Cost of Consultant / Sub-Contracted Service:	Brief Description	Total MassTrails Request	Total Proposed Match	Total Cost	Source of Match	Are Match funds secured?
Design Services - Gaphic Artist	Design Property Map & Way-finding signage, 8hrs @ \$80/hour	\$ 640.00		\$ 640.00		
Construction Services - SCA Crew				\$ -		
Build Viewing Platform	Build a 16'x16' platform with benches and railings	\$ 4,250.00		\$ 4,250.00		
Trail Brush Back Services	Removing brush encroaching into the trail corridor	\$ 2,550.00		\$ 2,550.00		
Way-finding Services	Blazing the trail & installing way-finding sign posts including trailhead kiosk	\$ 2,125.00		\$ 2,125.00		
Water Control Structures	Installing turnpike and gravel fill on trails	\$ 1,700.00		\$ 1,700.00		
Finish Grading Work	Grading work on accessible trail,	\$ 2,550.00		\$ 2,550.00		
Hazardous Tree Removal - Tree Expert	drop and clear large hazardous trees along the trails	\$ 2,560.00		\$ 2,560.00		
Mechanized Trail Work - Contractor	Remove cracked pavement, install accessible parking area surface, install 1500' accessible trail	\$ 20,000.00		\$ 20,000.00		
TOTALS		\$ 36,375.00	\$ -	\$ 36,375.00		

Cost of Materials and Supplies:	Brief Description	Total MassTrails Request	Total Proposed Match	Total Cost	Source of Match	Are Match funds secured?
Trailhead kiosk	Wooden, Post & Beam covered kiosk w/ 4'x6' display panel		\$ 3,000.00	\$ 3,000.00		
Gravel(Graded base, trap rock, 3/8" Minus)	For 12' accessible trail, accessible parking area & trail hardening areas	\$ 5,600.00		\$ 5,600.00		
Lumber & hardware for Viewing Platform, benches	16'x16' wooden platform w/ 42" high railings and benches	\$ 4,000.00		\$ 4,000.00		
Signs	Kiosk map panel, way-finding maps & markers, color-coded trail markers, Parking area signage	\$ 2,500.00		\$ 2,500.00		
TOTALS		\$ 12,100.00	\$ 3,000.00	\$ 15,100.00		

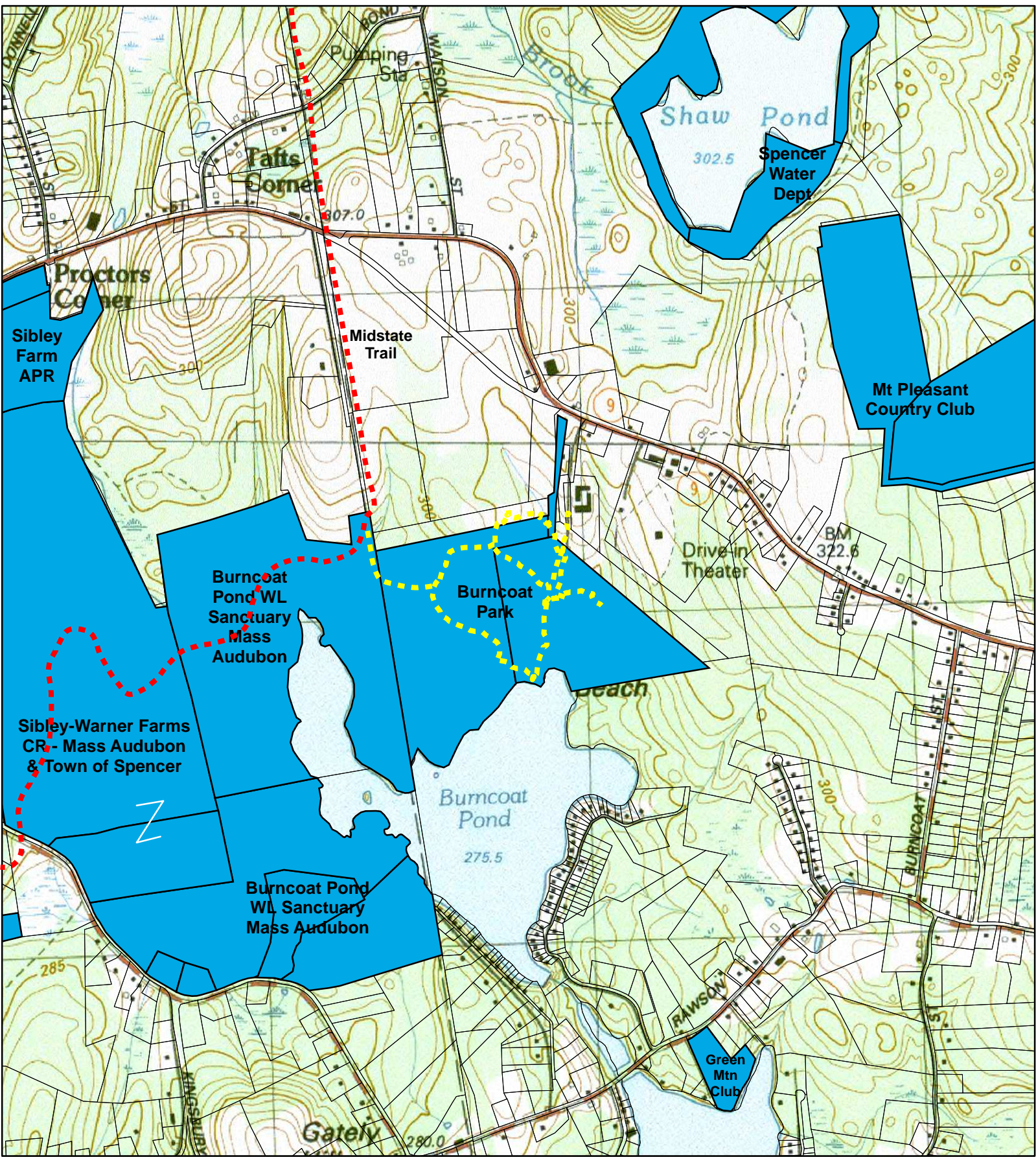
**Total Grant Request:** \$ 48,475.00    Percent of Project: 79.70%  
**Total Proposed Match:** \$ 12,320.00    Percent of Project: 20.30%  
**Total Project Costs:** \$ 60,795.00

## MassTrails Grant Application Timeline \*

Task (examples only)	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Graphic Design- Signage	X	X										
Permitting	X	X										
Public Outreach	X	X										
Bid/Quotes/Final Budget	X	X	X									
Construction Start												
25% Construction			X									
50% Construction			X	X								
75% Construction				X	X							
Construction Complete					X							
Site Visit/Punch List					X	X						

\* Depending on the actual date that the contract is signed, the starting date for the project may change. If the contract signing happens in September or October, the project starting date will be delayed until the Spring of 2022 in March. The project length and sequence will not change.

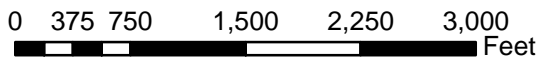




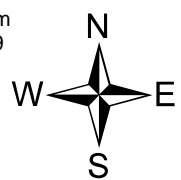
Legend:

- Burncoat Trails
- Midstate Trail
- Protected Open Space

# Burncoat Park Trails & Locus Map



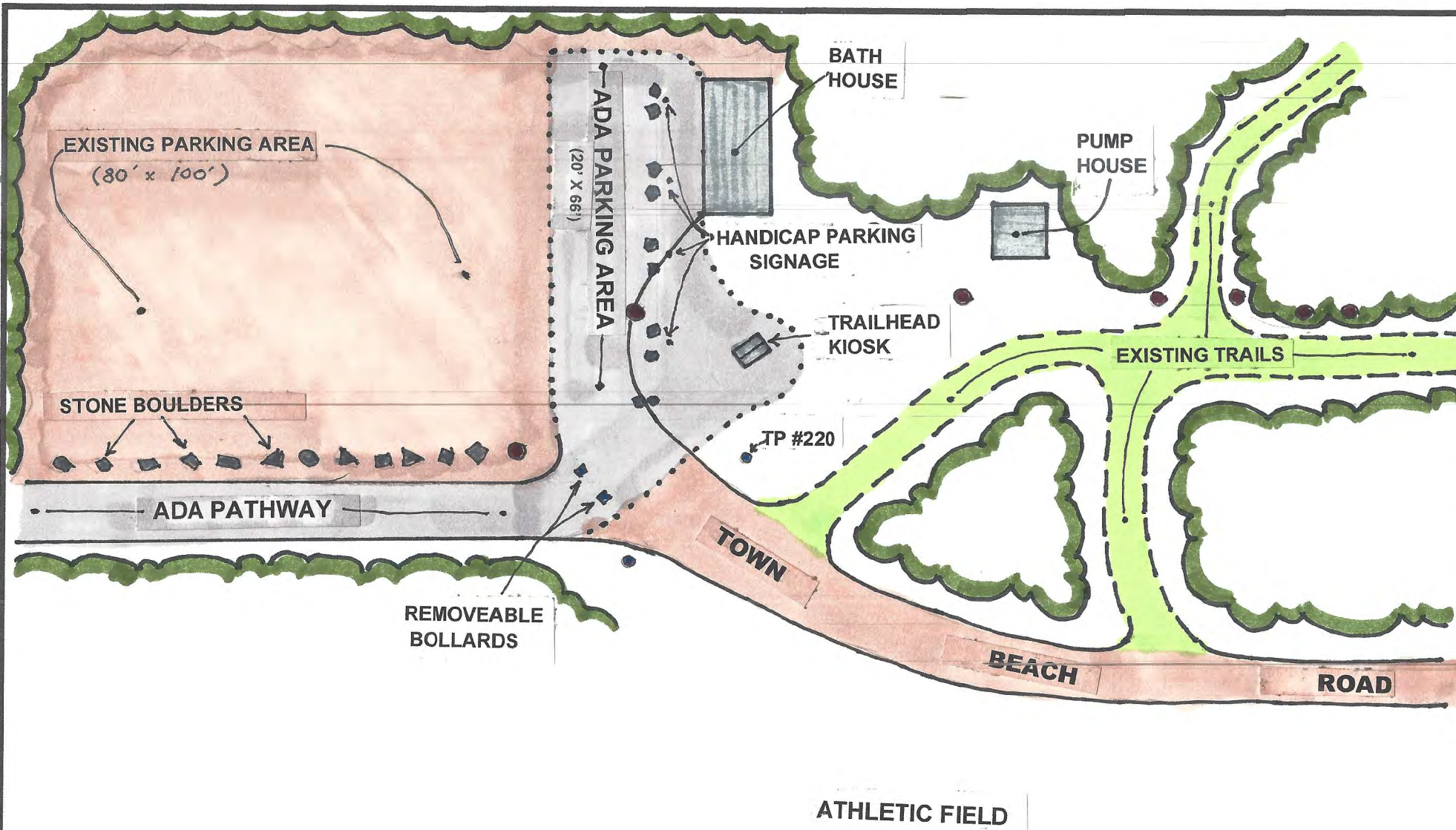
USGS Topo from  
Mass GIS 2019



This map is for planning purposes only, with specific points subject to verification on the ground. It is not to be used by itself for legal boundary definition.

Conservation Works - January 2021





**NOTES:**

- Not Drawn to Scale
- ..... Represents the outline of the ADA parking area
- The Trailhead Kiosk is a wooden, post & beam style structure that utilizes both sides to present information to users.



**CONSERVATION  
WORKS**

**CONSERVATION WORKS LLC**  
**PROFESSIONAL TRAIL SERVICES**  
 P.O. BOX 705, N. HATFIELD, MA 01060  
[Dobrien578@gmail.com](mailto:Dobrien578@gmail.com)  
 978-537-2377

**TRAIL DESIGNER:**

**Dick O'Brien**  
[Dobrien578@gmail.com](mailto:Dobrien578@gmail.com)  
 978-537-2377

**PREPARED FOR:**

**LEICESTER SPORTS  
 PLANNING COMMITTEE**

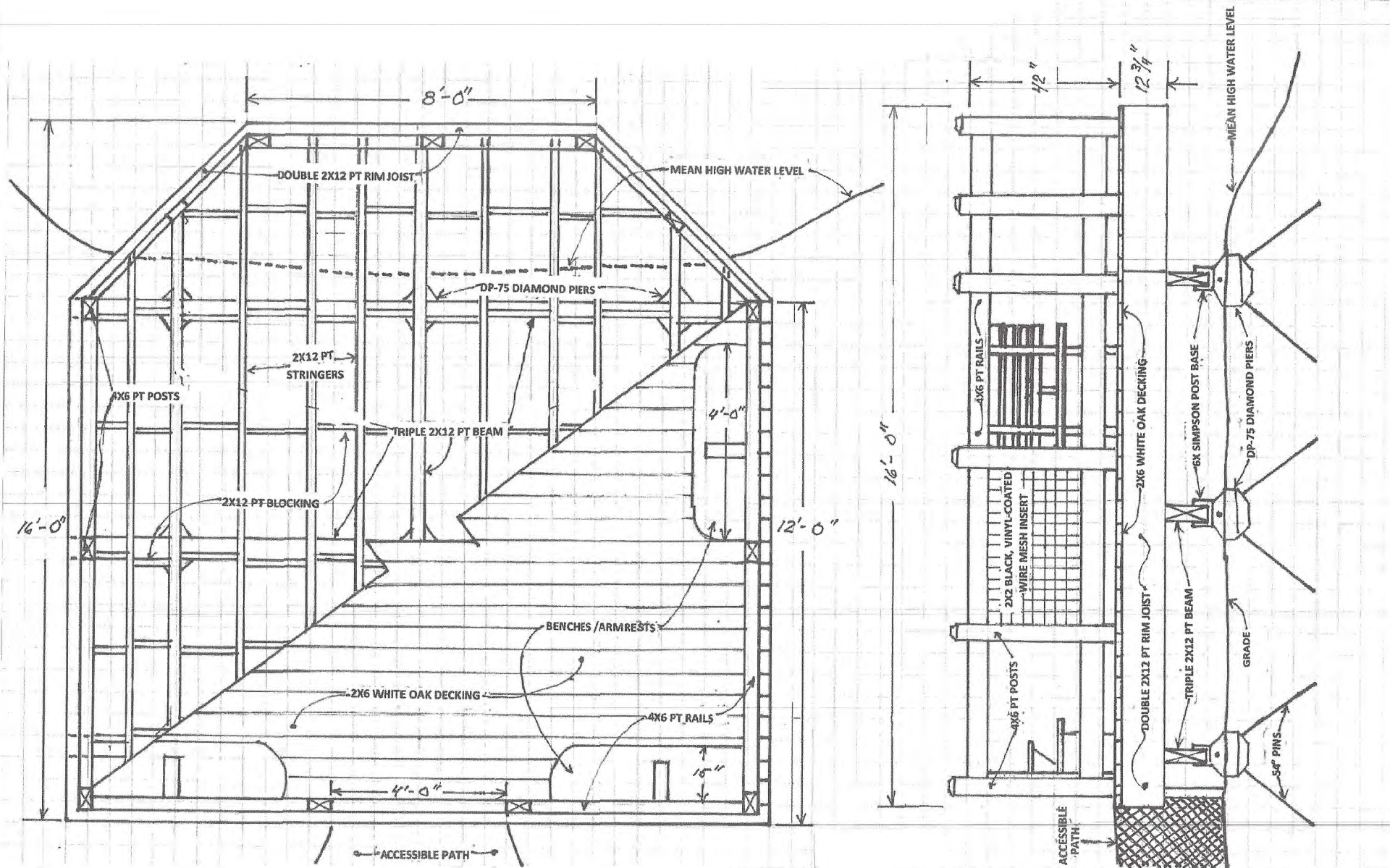
**PROJECT TITLE:**

**BURNCOAT POND  
 TRAILHEAD SCHEMATIC  
 PLAN**

**SHEET #:**

**1**





#### NOTES:

- Scale: 1" = 3.2'
- All framing stock is PT dimensional lumber except the decking which is rough-cut White oak
- The foundation consists of commercial-grade Diamond Piers (DP-75) with 60" pins
- All hardware is HDG galvanized grade.
- All benches have arm rests and open ends for mobility impaired and wheel-chair bound users
- The gravel path will be installed flush with the top of the decking material.



**CONSERVATION  
WORKS**

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[Dobrien578@gmail.com](mailto:Dobrien578@gmail.com)

978-537-2377

#### **TRAIL DESIGNER:**

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PLANNING COMMITTEE**

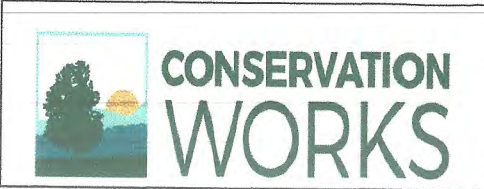
#### **PROJECT TITLE:**

**BURNCOAT POND  
ADA-COMPLIANT  
VIEWING PLATFORM**

**SHEET #:**

**2**





**CONSERVATION WORKS LLC**  
PROFESSIONAL TRAIL SERVICES  
P.O. BOX 705, N. HATFIELD, MA 01060  
[Dobrien578@gmail.com](mailto:Dobrien578@gmail.com)  
978-537-2377

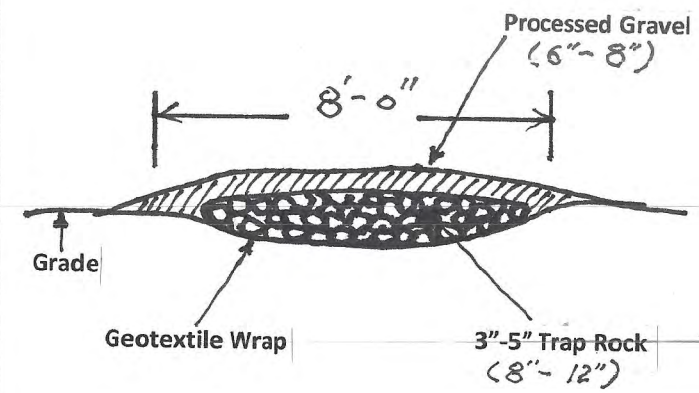
**TRAIL DESIGNER:**  
**Dick O'Brien**  
[Dobrien578@gmail.com](mailto:Dobrien578@gmail.com)  
978-537-2377

**PREPARED FOR:**  
**LEICESTER SPORTS**  
**PLANNING COMMITTEE**  
**PROJECT TITLE:**

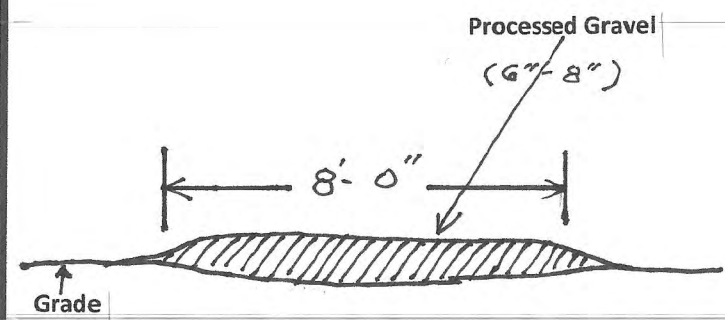
- **TRAILHEAD KIOSK**
- **TRAIL REPAIRS**

**SHEET #:**  
  
**3**

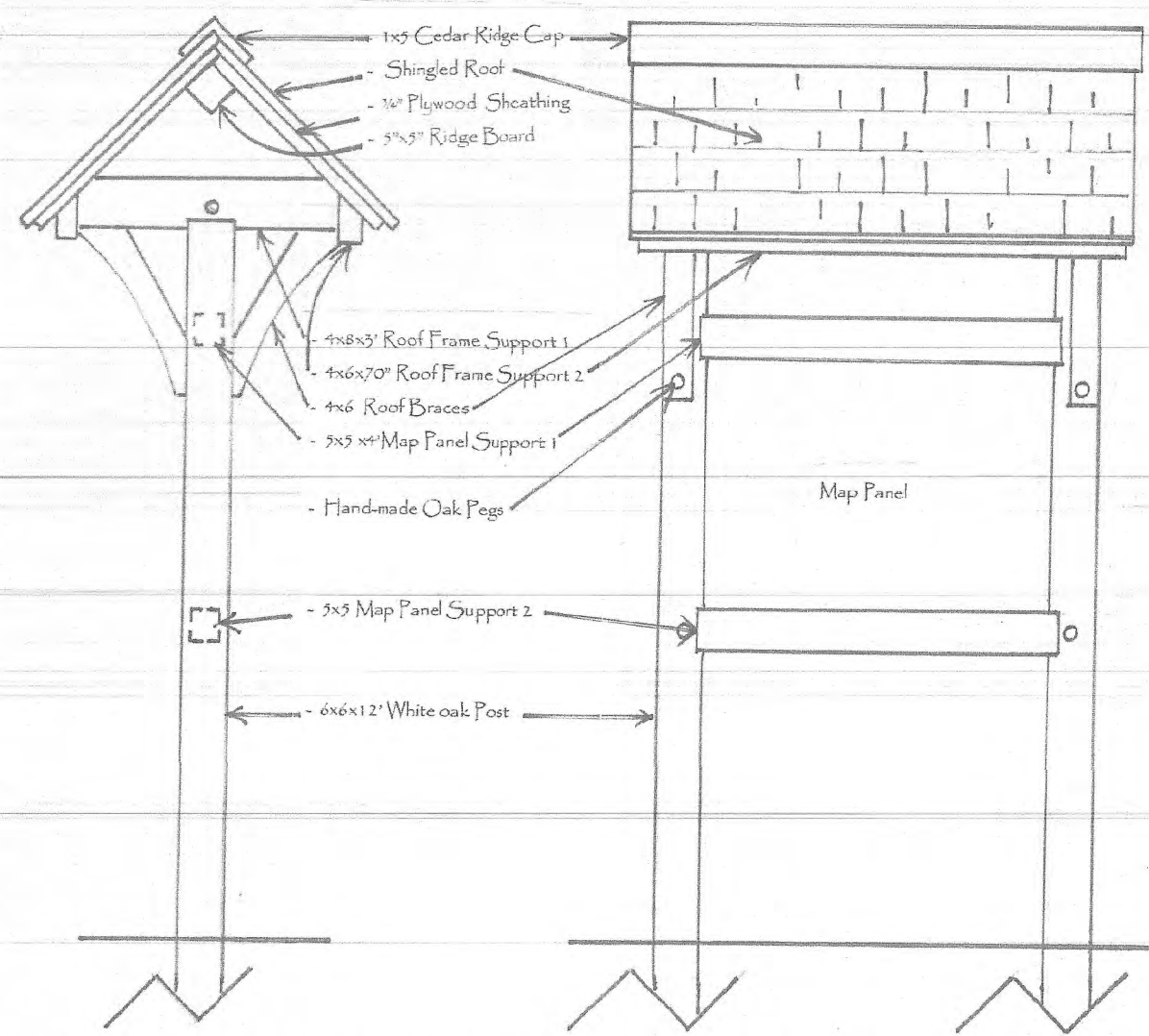
**STANDING WATER (MUDHOLES)**



**TWO TYPICAL GRAVEL REPAIR TECHNIQUES FOR WET TRAIL SECTIONS**

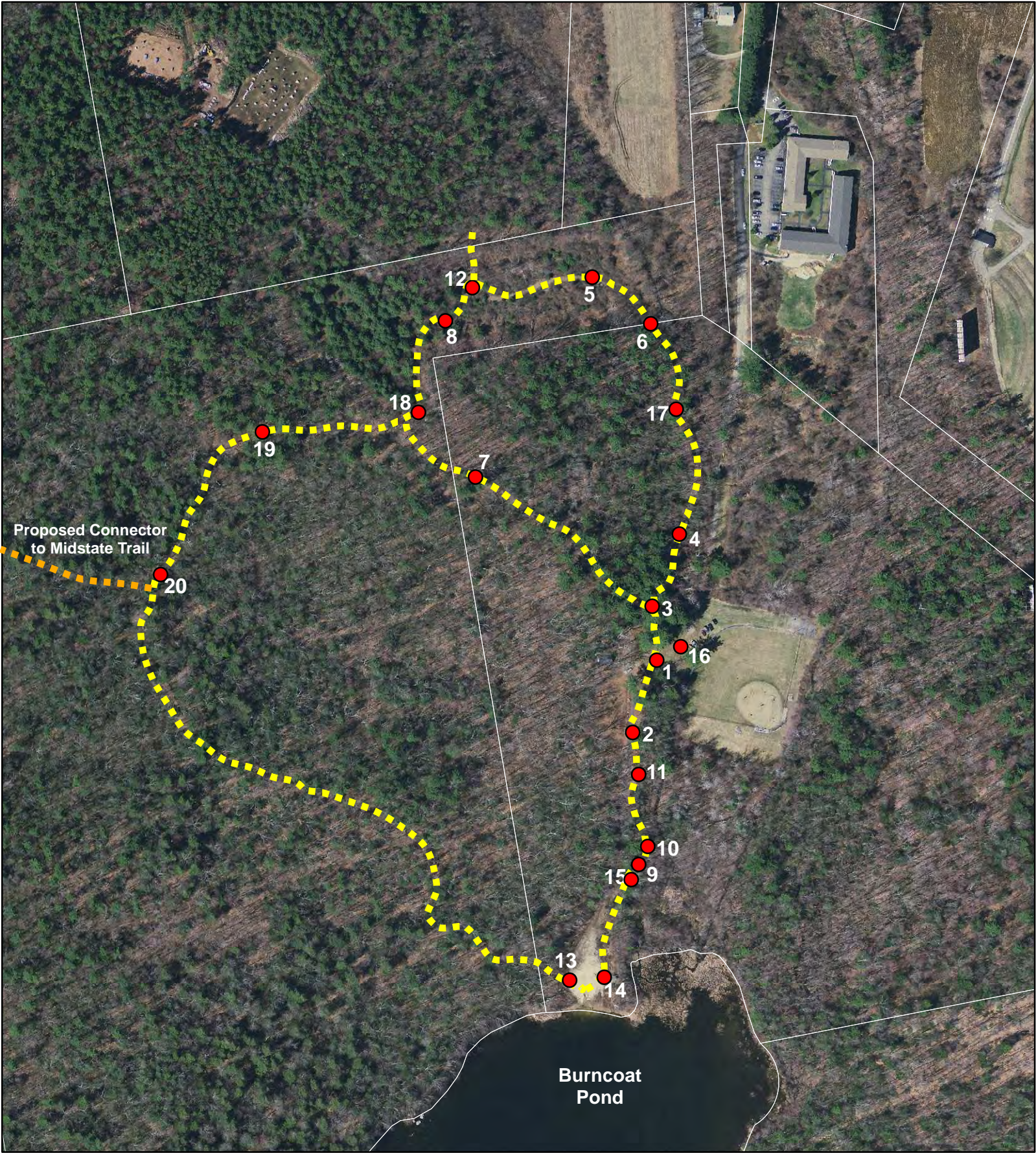


**SOFT, WET SOIL CONDITIONS**



**FRAMING PLAN FOR POST & BEAM STYLE TRAILHEAD KIOSK**



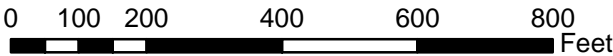


■ ■ ■ Trails

■ ■ ■ Proposed Trail

● Photo Points

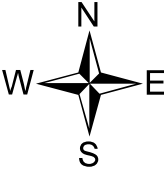
Burncoat Park Trails



This map is for planning purposes only, with specific points subject to verification on the ground. It is not to be used by itself for legal boundary definition.

Conservation Works - January 2021

Aerial Photo from  
MassGIS 2014





## BURNCOAT PARK PHOTO SHEET # 1



**Photo 1.** Depicts the general area where the trailhead kiosk, handicap parking will go and where the accessible trail will begin. Additionally, removable bollards will close off the accessible trail to vehicle traffic except for authorized use.



**Photo 2.** Shows a portion of the existing roadway to the pond, the existing parking area on the left, and large boulders which will be used to delineate the parking area. Handicap parking will go in front of the bathhouse shown at the end of the existing parking area and the accessible path will be built on top of the existing roadway.



**Photo 3.** depicts the area where the Trailhead Kiosk will be installed just to the left of members of the Leicester Sports Planning Committee and CW staffer Dick O'Brien



**Photo 4.** Shows the beginning of the two trail loops from the Trailhead area. Wayfinding signage will be added here to assist users in finding their way.

## CORE AREA PHOTOS!

## BURNCOAT PARK PHOTO SHEET # 2



**Photo 5.** Shows dense brush (mostly invasives) along the sides of the trail that needs to be cleared and hauled back into the woods. Volunteers and SCA crewmembers will complete this task if the grant is funded.



**Photo 6.** Another location where brush is growing into the trail corridor and needs to be cut back and hauled 25'-50' back away from the edge of the trail. Much of this is invasive growth as well.



**Photo 7.** depicts an old, dead hazard tree on the right side of the trail as pointed to by the red arrow. This tree and several others will be removed for safety reasons.



**Photo 8.** Depicts recent storm damage right along the sides of the trail. This large oak that will be cut up and removed from the area when the hazard tree removal work is scheduled.

## VEGETATION ISSUE PHOTOS!



### BURNCOAT PARK PHOTO SHEET #3



**Photo 9.** depicts the stream on the west side of the proposed accessible pathway route. Additional stone will be placed along the road to create a low retaining edge between the stream and pathway.



**Photo 10.** Depicts roadway at the stream crossing. The stream has been culverted under the roadway at this location. The new accessible trail will be a compacted ADA-compliant gravel surface that runs the entire length of the road from the parking area to the viewing platform.



**Photo 11.** shows the paved roadway down to the pond. It is the route that the accessible pathway will follow. The cracked and raised pavement will be removed and additional gravel base will be laid down and a finish layer of ADA compliant stone grindings will be put down and compacted to provide the travel surface of the trail.



**Photo 12.** indicates where a spur of the loop trail continues off the property onto private property as part of the snowmobile trail network. The recommendation is to install a pipe gate at this location that could be locked 3 seasons out of the year and opened for snowmobile use. The red arrow indicates the trail location at the property boundary.

## EXISTING ROADWAY PHOTOS!

## BURNCOAT PARK PHOTO SHEET # 4



**Photo 13.** depicts the area where the proposed viewing platform will be constructed. The young brushy growth in the middle of the photo will be removed and the platform will be installed and overhang the edge of the pond.



**Photo 14.** depicts part of the view that visitors will enjoy from the trails and from the viewing platform. The proposed viewing platform would be built on the right side of this photo



**Photo 15.** depicts the existing road/path leading from the parking area down to the pond. The accessible path will be built on top of this existing path to utilize the base nature of this trail.



**Photo 16.** Shows the Athletic Field on the east side of Town Beach Road that bisects the property. The trails are on the west side of this road and to the west of the Field.

## SHORELINE PHOTOS!



## BURNCOAT PARK PHOTO SHEET # 5



**Photo 17.** Shows standing water (mudpuddle) on the trail and the rutting caused when vehicles travel over this soft, wet soil. A technique called “turnpiking” will be used to resolve this issue by installing a bladder filled with trap rock and covering that with processed gravel.



**Photo 18.** depicts a trail intersection between the two loop trails with no directional signage, no mileage indicators and no trail names. A way-finding signpost is proposed for this location.



**Photo 19.** depicts a great section of the trail loop! This trail is in good condition, appealing and scenic through a diverse woodland habitat. It is used by pedestrians during 3 seasons and snowmobilers during the winter months. The local snowmobile club maintains the trail and has indicated they will continue to do so.



**Photo 20.** Russ Anderson, member of the local planning committee, points to the location of a short (1/4 mile) connector trail that would link this trail network to the Mid-State Trail. The Town has contacted MAS, the owner of the Burncoat Wildlife Sanctuary, for permission to build the connector trail.

## MISC. TRAIL ISSUE PHOTOS!



**TOWN OF LEICESTER**  
**Office of Development & Inspectional Services**

Leicester Town Hall, 3 Washburn Square, Leicester, MA 01524  
[www.leicesterma.org](http://www.leicesterma.org)  
508-892-7003 (Building/Health) / 508-892-7007 (Planning, Conservation, ZBA)

Board of Health  
Building/Code Enforcement  
Conservation Commission  
Planning Board  
Moose Hill Water Commission  
Zoning Board of Appeals

January 20, 2021

Amanda Lewis  
MassTrails Program Manager  
136 Damon Road  
Northampton, MA 01060

Re: *Mass Trails Grant Application*  
*Burncoat Pond Trail Improvement Project*

Dear Ms. Lewis:

At the Leicester Conservation Commission meeting of January 13, 2021, the Commission voted to support Leicester's application for funding for trail improvements, accessible parking, and beach access with an accessible viewing platform at Burncoat Park. Improvements to Burncoat Park have long been a priority identified in Leicester's Open Space and Recreation Plans over the years. Improving ADA accessibility in Town parks and recreational facilities is also a high priority for the Town identified in the 2007 and 2015 Open Space & Recreation Plans.

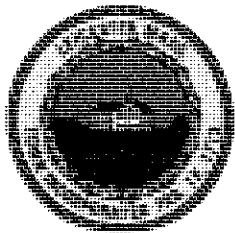
On behalf of the Conservation Commission, I highly recommend the Town of Leicester's grant application and look forward to hearing about its success.

Best Regards,

*Stephen Parretti*

Stephen Parretti, Chair  
Leicester Conservation





**Town of Leicester**  
**OFFICE OF THE SELECT BOARD**  
Town Hall, 3 Washburn Square  
Leicester, Massachusetts 01524-1333  
Phone: (508) 892-7077 Fax: (508) 892-7070  
[www.leicesterma.org](http://www.leicesterma.org)

January 26, 2021

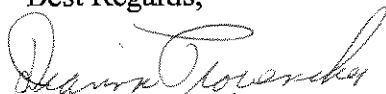
Amanda Lewis, MassTrails Program Manager  
Department of Conservation and Recreation  
135 Damon Road  
Northampton, MA 01600

Dear Ms. Lewis,

The Leicester Select Board unanimously voted to support Leicester's application for a MassTrails Grant at their meeting on January 25<sup>th</sup>, 2021 and commit to the proposed project. The Select Board has encouraged our town administration to pursue grant opportunities that improve our trail network and recreational amenities in Town and we support them in this application and will commit to obtaining the necessary matching funds at Town Meeting if we are awarded this grant.

The Town has made improving our parks a major priority as we have begun projects to renovate parks throughout the Town and have been working with our regional planning agency to map trails to increase interest in hiking in Leicester. We see this grant for Burncoat Park as a continuation of that work and hope to continue this progress through the MassTrails program.

Best Regards,

  
Dianna Provencher,  
Select Board Chair  
Town of Leicester



**TOWN OF LEICESTER**  
***PARKS & RECREATION COMMITTEE***

*Leicester Town Hall, 59 Peter Salem Road, Leicester, MA 01524*

[www.leicesterma.org](http://www.leicesterma.org)

508-892-7021

January 20, 2021

Amanda Lewis  
Mass Trails Program Manager  
136 Damon Road  
Northampton, MA 01060

Re: *Mass Trails Grant Application*  
*Burncoat Pond Trail Improvement Project*

Dear Ms. Lewis:

At the Leicester Parks and Recreation Committee meeting of January 20, 2021, the Committee voted unanimously to support Leicester's Mass Trails Grant application for funding for trail improvements, ADA accessible parking, and beach access with an ADA accessible viewing platform at Burncoat Park. Improvements to Burncoat Park have long been a priority identified in Leicester's Open Space and Recreation Plans over the years. Improving ADA accessibility in Town parks and recreational facilities is also a high priority for the Town identified in the 2007 and 2015 Open Space & Recreation Plans.

On behalf of the Parks and Recreation Committee, I highly recommend the Town of Leicester's grant application and look forward to hearing about its success.

Best Regards,

Robert Pingeton, Chair  
Leicester Parks & Recreation Committee

# EcoTec, Inc.

102 Grove Street  
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To: Dawn Marttila  
Michelle Buck  
Kevin Quinn  
Kevin Jarvis  
Via E-Mail

Date: January 7, 2021

Re: Wetland Flagging Memorandum, Vicinity  
of Existing Ballfield off Town Beach Road,  
Leicester, MA

From: Arthur Allen, Vice President

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This memorandum including the attached sketch map is provided to EcoTec's client to explain the work that was done and to facilitate locating wetland flags and other identified resources. It is neither intended nor should it be used for any other purpose. **This memorandum is not intended to be used as part of a wetland filing; a formal wetland resource evaluation will be provided for that purpose.**

Attached is a rough sketch of the wetland flag and boundary locations at the above-referenced property that were delineated on January 6, 2020. At the time of the inspection, there was 1 inch or less of snow cover in patches and soils were not frozen. In the table below, you will find the flag series numbers, flag type, and wetland types and locations. Locate all of these listed flags, including pink/black striped test plot flags located near wetland flag #D-5. These test plot flags will be referenced in our wetland resource evaluation report. The surveyor should also locate the following site features:

- Existing culverts carrying streams and connecting wetlands A to B and D to A;
- Culvert discharging apparent road runoff/stormwater upgradient of flag A-6.

Flag Numbers	Flag Type	Wetland Types and Locations
A-1 to A-27	Blue Flags	Boundary of Bordering Vegetated Wetlands and Stream Bank located on the northwest side of the site that is associated with an intermittent stream. Stream drains to a culvert at A-25.
B-1 to B-12	Blue Flags	Boundary of Bordering Vegetated Wetlands and Stream Bank located on the southwest side of the site that is associated with an intermittent stream. Stream drains from a culvert at B-4.
C-1 to C-15	Blue Flags	Boundary of Stream Bank located on the east side of the site that is associated with an intermittent stream.
D-1 to D-37	Blue Flags	Boundary of Bordering Vegetated Wetlands located in the north-central portion of the site that is associated with slope seepage to an intermittent stream. Stream drains into a culvert at D-12.

The wetland resource areas listed in the table above were delineated in accordance with the Massachusetts Wetlands Protection Act (the "Act"; M.G.L c. 131, § 40) and its implementing regulations (the "Regulations"; 310 CMR 10.00).

#### **FEDERAL WETLANDS**

EcoTec has presumed that federal wetland boundaries are conterminous with the delineated Bordering Vegetated Wetlands or Bank. Federal wetland jurisdiction can be determined by the U.S. Army Corps of Engineers ("Corps") upon the filing of a Jurisdictional Determination or through the submittal of an Application for Permit to the Corps.

#### **LOCAL WETLANDS PROTECTION BYLAW**

The Town of Leicester has a wetlands protection bylaw and has associated regulations.

#### **BUFFER ZONE**

A 100-foot Buffer Zone extends horizontally outward from all wetland flags under the Regulations.

#### **RIVERFRONT AREA**

Based upon a review of the current USGS Map, there is one, intermittent stream located on the site. Based upon observations made during the site inspection, there are two, additional, unmapped streams located on the site. Based upon the stream mapping, watershed area and StreamStats analysis, the streams would all be designated as intermittent and Riverfront Area under the Act/Regulations would not occur on the site.

#### **BORDERING LAND SUBJECT TO FLOODING (BLSF)**

The project engineer should confirm the absence of Bordering Land Subject to Flooding on the site. When present, Bordering Land Subject to Flooding would occur in areas where the mapped Zone A / 100-year flood elevation is located outside of or upgradient of the delineated Bordering Vegetated Wetlands (or in the absence of Bordering Vegetated Wetlands, Bank) boundary.

#### **VERNAL POOLS**

Vernal pools are not a resource area under the Act or Regulations; they are simply a type of wildlife habitat that may occur within other wetland resource areas (or even within unregulated uplands). Vernal pools are considered a wetland resource area under the Bylaw/Bylaw Regulations. Based upon a review of the 2017 *Massachusetts Natural Heritage Atlas*, 14<sup>th</sup> edition, as viewed through NHESP Interactive Viewer with Certified Vernal Pool layer active, there are no mapped Certified Vernal Pools on the site. Based upon a review of the Spring 2001 *Massachusetts Aerial Photo Survey of Potential Vernal Pools*, there are no mapped Potential Vernal Pools on the site. Unless noted otherwise, this mapping information is provided for general information purposes only, and should not be considered definitive regarding the presence or absence of vernal pools. If information regarding vernal pools is required, a site evaluation for that specific purpose would be required during the spring vernal pool season to document requisite vernal pool biology and hydrology. The presence of vernal pools on or near a site can trigger additional

permitting requirements. Unless specifically stated, EcoTec's standard Wetland Resource Evaluation report is not considered to be a vernal pool evaluation.

#### **RARE SPECIES**

Based upon a review of the 2017 *Massachusetts Natural Heritage Atlas*, 14<sup>th</sup> edition, as viewed through NHESP Interactive Viewer, the site is not located within a mapped Estimated Habitat [for use with the Act and Regulations] and is not located within a mapped Priority Habitat [for use with Massachusetts Endangered Species Act (M.G.L. Ch. 131A; "MESA") and MESA Regulations (321 CMR 10.00)].

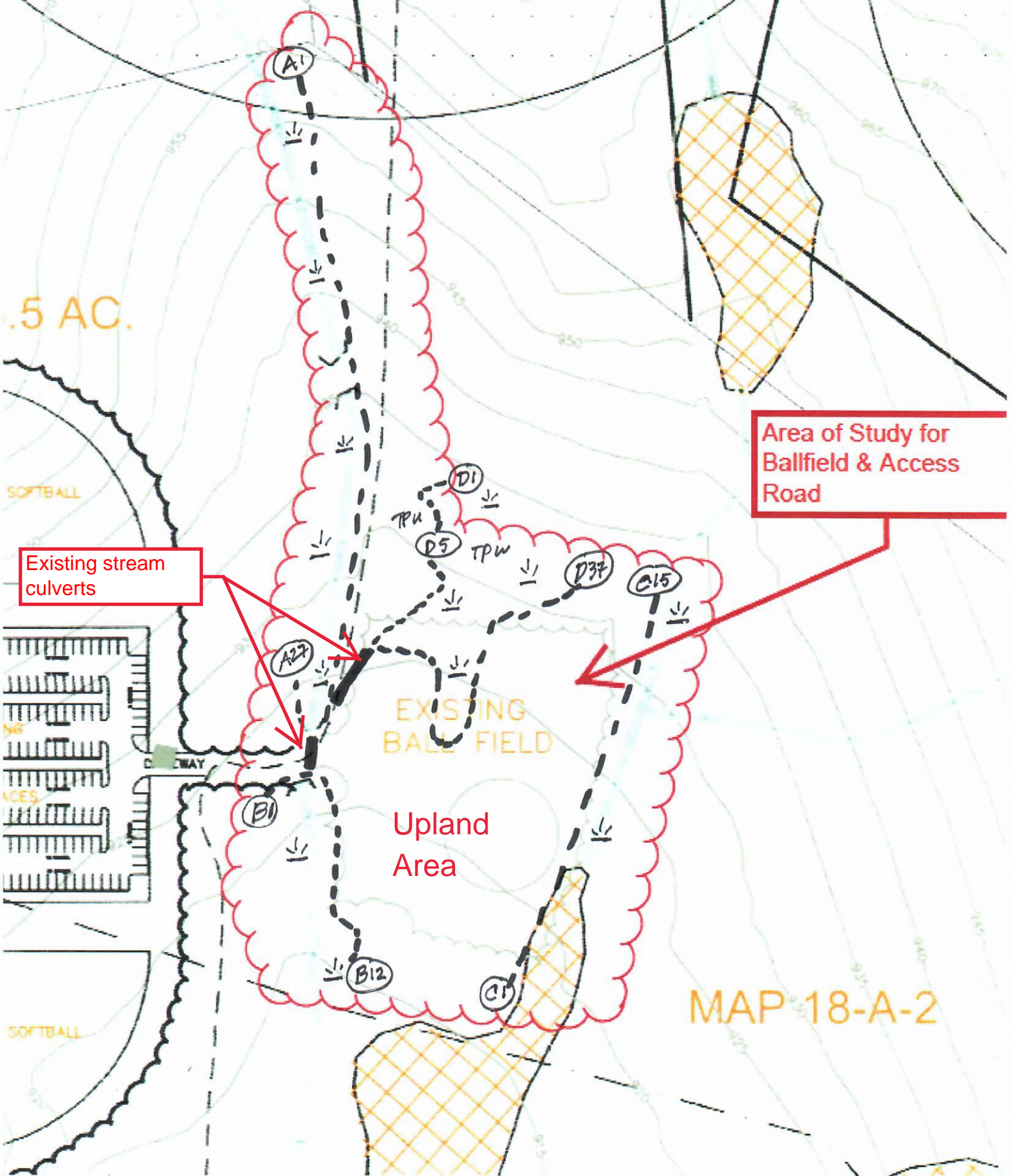
#### **DISCLAIMER**

The reader should be aware that the regulatory authority for the determination of wetland jurisdiction rests with local, state, and federal authorities. Please note, that any work on the site, depending upon its scope, proximity to wetlands, and other project specific factors, may trigger the need for permitting under various local, state, and federal statutes.

The wetland report will be prepared shortly. If you have any questions, please feel free to contact me at any time.

AA/Wetland/Leicester Town Beach Ballfield Wet Memo 1.7.2021

EcoTec Wetland Field Sketch  
Town Beach Road Ballfield, Leicester  
1/6/2020



.5 AC.

SOFTBALL

Existing stream culverts

Area of Study for Ballfield & Access Road

EXISTING BALL FIELD

Upland Area

MAP 18-A-2





**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF CONSERVATION AND RECREATION  
MASSTRAILS GRANT AWARD**

**Grant Award Recipient: Leicester Sports Planning Committee**

**Award Date: November 16, 2021**

**Grant Contract ID: P22-3472-G25A**

**FAIN Number: RTP 2021**

**Catalogue of Federal Domestic Assistance (CFDA): Recreational Trails Program, 21.219**

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**MASSTRAILS GRANT AGREEMENT  
Recreational Trails Program Funding**

This document represents a Grant Agreement between Leicester Sports Planning Committee (Grantee) and the Department of Conservation and Recreation (DCR) for the Burncoat Park Trail Improvement Project project as awarded under the MassTrails Grant Program. Upon signature of this Grant Agreement by the Project Manager or authorized signatory and in conjunction with execution of the fiscal grant contract by the State, Grantee may proceed to incur direct and matching expenses in relation to the project scope.

**1. GENERAL PURPOSE**

The Leicester Sports Planning Committee agrees to perform, as outlined in its application and any approved revisions, services related to Burncoat Park Trail Improvement Project project, in accordance with all regulations, policies and procedures set forth by the Federal Recreational Trails Program and the State of Massachusetts under the MassTrails Program.

**2. GRANT TOTAL**

The maximum amount of funds available to the Grantee pursuant to this agreement shall be **\$48,475**. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases. It is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation, and if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this grant in whole or part immediately. Any funds awarded but not spent by the Grantee by the project termination date shall lapse. In addition, the Grantee must provide complete and final reimbursement documentation no later than 30 days after the project termination date or the funds will lapse.

### 3. COST SHARING PROVISIONS

The Grantee will be required to provide acceptable documentation in a format that fully accounts for and certifies that the matching funds or in-kind services have been, in fact, incurred on the project. The Grantee must document a minimum of 20% of the *total project cost*, or the amount listed in the grant proposal. Match activities must take place within the grant award period as specified at the top of this document or they cannot be counted as a part of the grant. The proposed match for this project, as stated in the grant proposal, is **\$12,320**.

### 4. TERM OF GRANT CONTRACT

This grant contract is effective from the date of the signed contract to **December 31, 2023**. All expenditures submitted for reimbursement must occur within the contract time period. No direct expenses submitted for reimbursement will be accepted or reimbursed if they occur outside of the contract time period, including match activities.

### 5. GRANTEE RESPONSIBILITIES AND COMPLIANCE

This MassTrails Grant Award represents State financial support for a project through a competitive Request for Proposals (RFP) process and does not preclude any state, federal, or third-party compliance or required steps and tasks to complete the project. Receipt of a MassTrails grant does not translate into automatic State cooperation and/or imply approval across agencies nor does it imply special consideration for additional funding by state agencies or future MassTrails grant applications. The Grantee understands and acknowledges, by signing this Grant Agreement and accepting a MassTrails grant award, that the responsibilities for compliance with state and federal regulations and the grant process, procedures, and requirements contained herein are designated to the Grantee alone. It is the responsibility of the Grantee to review this document as needed to stay updated on grant steps and oversight. The MassTrails Administrator is not responsible for any of the steps or tasks contained herein or as a part of the project, regardless of whether those steps or tasks involve a state agency (including DCR) or not. It is the sole responsibility of the Grantee to contact appropriate agency personnel to obtain required permitting needed to complete the project or to initiate any outstanding easement or care and control issues, for example. It is the sole responsibility of the Grantee to successfully undertake project communication, procurement, and reimbursement and match tracking.

### 6. GRANT INITIATION

The Grantee shall sign and submit the required Grant Contract Fiscal Paperwork as well as sign this Grant Agreement document before any project work can begin. A site visit will be scheduled with the MassTrails Administrator to review the grant work and the MassTrails Grant Initiation Form on site before contracting is finalized. In some cases, remote communication will replace the site visit, as determined by the MassTrails Administrator. **The Grantee is required to complete the online Grant Initiation Form and submit it after the site visit/remote communication takes place, finalizing the scope and budget of the grant project.** The Grant Initiation document will be the basis for all reporting going forward and the project will not be closed out until all tasks in the Initiation document have been completed.

A template for the Grant Initiation Form is available on the MassTrails Grants website, as well as a link to the online form submittal

### 7. PROJECT PROGRESS REPORTS

The Grantee shall submit the online **Grant Project Progress Report** bi-annually on March 15



and September 15 each year, or upon request by the MassTrails Administrator at any time. The Progress Report must reflect any changes which were requested between progress reporting periods.

A template for the Progress Report is available on the MassTrails Grants website, as well as a link to the online form submittal.

## **8. PROJECT AMENDMENT REQUESTS**

The Grantee shall not amend, revise, or change the approved application, scope or budget (including the proposed match) without the written consent of the MassTrails Administrator. Requests for a revised scope or budget must be submitted in writing and approved before the Grantee may proceed with the changes. This can be done by completing the online **Grant Amendment Request Form**. If the amendment request is approved and **involves a change in the grant budget amount, a Standard Contract Amendment Form must be fully executed** (signed by both parties) before proceeding with the updated expenditures. An initial conversation with the MassTrails Administrator is advised before filling out and submitting the form. If the change is not submitted to MassTrails and approved, any and all costs associated with the change will not be reimbursed.

A template for the Amendment Request Form is available on the MassTrails Grants website, as well as a link to the online form submittal.

## **9. PROJECT COMPLETION REQUIREMENTS**

Final reimbursement is contingent upon a satisfactory review of the project, including completing the proposed scope as outlined in the Grant Initiation Form and subsequent forms, and consistency with the proposed budget.

Before the final reimbursement can be finalized and paid, either a final Site Visit or a final remote communication must take place between the Grantee and the MassTrails Administrator. When the project is completed and/or when final documents are being prepared, contact the MassTrails Administrator to determine if a site visit or remote communication is appropriate. At that time, the **Grant Close Out Form** will be discussed. This form mirrors the Grant Initiation Form and must show that all proposed tasks in the initial scope and budget have been completed, much like a contractor's "punch list." If a Grant Amendment was approved, the Close Out form will show the changes and that the project was completed according to all approved grant amendments.

Once the project is determined to be complete as proposed, the Grantee shall submit a **Final Report** along with their **Final Request for Reimbursement**. The Final Request for Reimbursement will be filled out using the Request for Reimbursement cover sheet and labelling it as FINAL. The Final Report shall document the project's goals, accomplishments, barriers encountered, and lessons learned. A two-page **Project Summary Form** is required to be filled out as a part of the Final Report.

Templates for the Grant Close Out Form, the Final Report Form, and the Project Summary Form are available on the MassTrails Grants website, as well as a link to the online form submittal. Instructions for the Reimbursement procedure are provided in a subsequent section of this document below and on the reimbursement guidance document available online.

## 10. COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

The Grantee will ensure that the project complies with all applicable state and federal regulations as listed in this section. It is the responsibility of the Grantee to obtain any required permitting, documentation, or record of communication with regulatory review agencies as instructed below. When required, documentation of the review or permit must be on file with the MassTrails Administrator before the trail project can begin. Tracking and submitting required documentation is the sole responsibility of the grantee. If documentation is not submitted at the appropriate time, the grant may be subject to termination.

### General Comments

*No General Comments.*

- **Buy America**

The Grantee is required to comply with the U.S. Department of Transportation Buy America provision as described in Title 23 United States Code, Section 313 (see <https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>). All steel, iron and manufactured products containing steel or iron must be produced in the United States, unless a waiver is granted. The Grantee must provide documentation to authenticate the product as Buy America compliant. If the Grantee can show that the product needed to complete the RTP project is not manufactured in the U.S. and there is no viable alternative, then the Grantee can apply for a waiver with the federal government which, if granted, would allow for an exception to the rule for that particular project only. There is no guarantee that a waiver will be granted and the timeline for granting of waivers is currently uncertain.

### Regulator Comments:

*According to the specifications as outlined in the grant scope, this project does not require documentation of Buy America Certification for purchase of equipment, steel, or iron (or structures consisting of parts with steel or iron).*

- **Massachusetts Wetlands/Rivers Protection Acts and Local Wetland Bylaws**

Any project that alters land within 100 feet of a wetland or 200 feet of a river or stream (or that meets any other condition of the Rivers or Wetlands Protection Act) will require the approval of the local Conservation Commission before any construction can proceed. If instructed by the Commission, filing an RDA and an NOI may be required.

### Regulator Comments:

*According to the specifications as outlined in the grant scope, this project requires Conservation Commission approval or permitting before the projects may proceed to construction. Documentation of required permits must be on file with the MassTrails Program before the project may proceed.*

- **Massachusetts Endangered Species Act (MESA) and the Endangered Species Act of 1973**

MESA and the Federal Endangered Species Act protect rare species and their habitats by prohibiting the "Take" of any plant or animal species listed as Endangered, Threatened, or of Special Concern. Any project activities which occur within Estimated or Priority Habitat as identified by the Massachusetts Natural Heritage and Endangered Species Program (NHESP) must file with the program for review and approval, unless the project has been

determined as exempt by NHESP. Projects which occur within habitat of Federally listed Endangered or Threatened species will be instructed by the Grants Administrator on steps required to prevent harmful impacts to those species.

**Regulator Comments (MESA):**

*This project potentially overlaps with NHESP Priority Habitat and requires consultation and possibly filing prior to the proposed construction.*

**Regulator Comments (ESA):**

*According to the U.S. Fish and Wildlife Service's Information for Planning and Consultation (IPaC) online mapping tool, two federally listed species occur within the project limits, the northern long-eared bat and Indiana bat. A NLEB Streamlined 4(d) submittal form was sent to the USFWS on May 4, 2021 to satisfy informal programmatic consultation under Section 7 of the Endangered Species Act. Finding: Based on the information provided, it was determined that the Proposed Action is within the scope and adheres to the criteria of the PBO, including the adoption of applicable avoidance and minimization measures, and may affect, but is not likely to adversely affect the endangered Indiana bat (*Myotis sodalis*) and/or the threatened Northern long-eared bat (*Myotis septentrionalis*). Consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.) is required.*

- **Section 106 of the National Historic Preservation Act (NHPA)**

Any projects that receive funding from federal agencies must be reviewed in compliance with Section 106 of the National Historic Preservation Act of 1966. This legislation requires projects to take into account the effects of their undertakings on historic properties, and affords the Massachusetts Historical Commission (MHC) and federally recognized tribes the opportunity to review and comment on the project.

**Regulator Comments:**

*A review conducted by the DCR Staff Archeologist concluded that this project, or portions of it, takes place in an area classified as sensitive for historic or archaeological resources. As such, the following conditions for construction activities apply: All project activities will require minimal soil disturbance. The viewing platform will be constructed using helical piers or at grade and the kiosk will be installed in a previously disturbed area.*

- **Massachusetts Environmental Policy Act (MEPA)**

The MEPA review process provides meaningful opportunities for public review of potential environmental impacts of certain projects for which certain actions by state agencies are required. It requires state agencies to study the environmental impacts of projects requiring state permitting, financial assistance or land disposition, and to use all feasible measures to avoid, minimize, and mitigate damage to the environment or, to the extent damage to the environment cannot be avoided, to minimize and mitigate damage to the environment to the maximum extent practicable. Most MassTrails grants are exempt from MEPA. If a project does require MEPA review, the Grantees must submit a list of all relevant thresholds and indicate if an ENF and/or an EIR are required. The Grantee must submit relevant communication and final documents to the MassTrails Administrator before the project can proceed.

- **Other Required Permitting**

There are many additional permitting requirements which may or may not apply to a given project. It is the responsibility of the Grantee to seek out and determine which permits are required, from Temporary Construction Access permits to U.S. Army Corps of Engineers permits.

## **11. LAND OWNERSHIP**

Proposals for construction projects that will take place on land that is not owned or managed by the applying organization must include a signed statement from the landowner or manager specifically authorizing the project and ensuring that the property is open for continuing public access. Any required permits or authorizations, such as a Temporary Construction Access Permit, must be obtained **BY THE GRANTEE** and submitted to the MassTrails Administrator before any construction takes place. Tracking and submitting required documentation is the sole responsibility of the Grantee. If documentation is not submitted as specified, the grant may be subject to termination.

A list of the required steps/tasks or permitting for a project will be finalized and submitted on the **Grant Initiation Form** at the onset of the project. If the project will take place on private land, an easement for public access with a commitment of no less than 10 years must be in place prior to the grant award. If there is a Conservation Restriction (CR) on the parcel, the CR holder must provide written authorization for the project as well. A plan for ongoing stewardship and continued communication must be formalized between the Grantee or other designated party and the landowners (or CR holders), for a period of no less than 10 years.

### **Regulator Comments:**

*Permission and coordination with landowners required. Documentation of landowner communication must be submitted to the MassTrails Grant Administrator prior to any and all construction activities.*

## **12. EQUIPMENT PURCHASES**

Equipment is defined as tangible personal property having a useful life of at least five years and a per-unit acquisition cost of \$5,000 or greater. If applicable, the equipment title will rest with the Grantee and must be used for the proper authorized use as stated in the project proposal. The Grantee is required to use the equipment for its proposed and intended purpose for a **reporting period of five years**.

If applicable, Buy America certification for the equipment must be submitted with the Grant Initiation Form before the grant contract and NTP are released to the grantee.

An **Equipment Report** including the purchase details, title (if applicable), condition, use, and storage location shall be submitted with the Request for Reimbursement which contains documentation of the equipment purchase and match. The **Equipment Report** must then be submitted **annually, on the date of the original purchase, for a period of five years following the project end date**.

A template for the Equipment Report Form is available on the MassTrails Grants website, as well as a link to the online form submittal.

### 13. ACQUISITIONS

Projects involving land acquisition must obtain an appraisal of the land to be acquired, as well as a review of the appraisal by an independent review appraiser. The review appraiser must certify that the appraisal meets the standards of the Uniform Appraisal Standards for Federal Land Acquisitions, found at <http://www.usdoj.gov/enrd/land-ack/>. Projects involving land acquisition must also conform to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 et seq., as amended, found at <https://uscode.house.gov/view.xhtml?path=/prelim@title42/chapter61&edition=prelim>. These regulations apply to evaluating the acquisition of real property and any potential displacement activities.

### 14. MASSTRAILS ACKNOWLEDGEMENT SIGNS

The Grantee shall display formal and permanent recognition/acknowledgment of MassTrails funding at the project site or affixed on equipment purchased through the program. Signs should be constructed of sturdy material that is permanent, large enough to be clearly visible and located at a prominent access point to the project area or prominently included within other signs or kiosks. The suggested language identifies the site as a cooperative venture (e.g., “A Cooperative Trail Project between the ‘Name of Municipality/Organization’ and MassTrails” OR “This project is funded in part by MassTrails, administered by the Department of Conservation and Recreation”). Any printed materials such as trail brochures, celebration announcements or website information should also identify the financial partnership that made the project a reality. Stickers or decals shall be printed and displayed on all equipment purchased with MassTrails funding. **It is also encouraged that the Grantee develop and distribute a press release upon the award of the grant and/or project completion, acknowledging MassTrails as a source of funds for the project.**

### 15. COMMUNITY AND STAKEHOLDER OUTREACH

It is the responsibility of the Grantee to manage and perform necessary outreach and notifications to the community, stakeholders, and abutters of the project area. Any community concerns or issues regarding the project will be addressed and managed by the Grantee. It is the Grantee’s responsibility to have all permissions and approvals in place prior to trail design, construction, or maintenance work. If there is a particular point of controversy at any point during the grant project time period, the Grantee should notify the MassTrails Administrator as a courtesy and to discuss the issue.

### 16. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

This grant is funded in whole, or in part, by the Federal Highway Administration, United States Department of Transportation (US DOT). As such, the requirements at **49 Code of Federal Regulations (CFR) Part 26: Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs** apply to this grant, as set forth below:

#### a. Nondiscrimination Assurance

The Grantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of the requirements of 49 CFR Part 26. The Grantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts. The Massachusetts Department of Transportation’s DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, has been adopted by the Massachusetts Department of Conservation and Recreation, and is incorporated by reference in this

agreement. Implementation of this program is a legal obligation. ***The MassTrails Grant Administrator will assist all grantees in guidance and implementation of this program.*** Failure to carry the terms of the DBE Program shall be treated as a violation of this grant agreement. Upon notification to the Grantee of its failure to carry the applicable requirements, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Grantee, before solicitation of any contract in excess of \$30,000, shall consult with DCR and follow all required steps in assuring compliance with 49 CFR Part 26. The DCR may determine a DBE goal to be appropriate on certain contracts let under this grant. DCR will notify the grantee of any goals established and guide and assist through the process of complying with that goal. A DBE goal defines a certain percentage (e.g., 10%) of that project which should be awarded to a DBE. The establishment of a goal will consider the types of materials, categories of work, and location of the project. The Grantee shall be required to implement any DBE goal assigned by the DCR. If required by DCR, the Grantee shall insert into any contracts resulting from this grant a copy of the DCR/ MassDOT DBE Special Provisions. These provisions provide specific instruction to contractors concerning their obligations and procedures to be followed on contracts containing DBE participation goals. Subsequent to the grant award but prior to letting any contract with an established DBE goal, the Grantee is required to submit either evidence that the apparent low bidder met the goal or its good faith efforts to do so.

**b. Reporting**

The Grantee shall provide the DCR with the names and addresses of bidders responding to contract solicitations under this grant (**Bidder's List Form**). The Grantee shall also provide the DCR with the value of each prime and subcontract subsequently awarded. This information shall be provided and included as a part of the Request for Reimbursement process. The Grantee further agrees to cooperate fully with the DCR in obtaining information or records from its contractors to satisfy the DBE Program requirements.

**c. Contract Assurance**

The Grantee will ensure that the following language/provisions are placed in every contract and subcontract that is partially or fully funded by the Recreational Trails Program:

Non-Discrimination Assurance: *"The contractor or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as (Name of Recipient/Grantee) deems appropriate."*

Prompt Payment Language: *"The Contractor agrees to make payment in full, including retainage, to each subcontractor not later than ten (10) business days after the subcontractor has completed all of the work required under its subcontract."*

Bidder's List: *"All official bidders will be required to report the names, addresses and telephone numbers of all firms that submitted bids or quotes in connection with this project."*

Form 00859 – Contractor's Sub Certification Form



**For grants subject to DBE reporting (grants where a goal has been established), the Grantee shall insert a copy of the following forms in any contract(s) let under this grant, including:**

1. MassDOT Form 00719 (Attachment A) – Special Provisions for Participation by Disadvantaged Business Enterprises;
2. MassDOT Form 00760 – FHWA-1273 -- Required Contract Provisions for Federal-Aid Construction Contracts – Revised May 1, 2012;
3. MassDOT Form B00853 – Schedule of Participation by DBEs;
4. MassDOT Form B00854 – Letter of Intent by DBE;
5. MassDOT Form B00855 – DBE Joint Check Arrangement Approval FORM;
6. MassDOT Form B00856 – Joint Venture Affidavit;
7. Form 00859 – Contractor’s Sub Certification Form;
8. MassDOT Form 00870 – Standard Federal Equal Employment Opportunity Construction Contract Specifications – (Federal Executive Order 11246);
9. FHWA Sub-Recipient Non-Discrimination Assurances- Appendix A;
10. DCR Recreational Trails DBE Report; and
11. DCR Bidder’s List

## **17. PROCUREMENT PROCEDURES**

The Grantee will adhere to the Federal Guidelines for Procurement Procedures (Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) available for viewing online at: <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>.

**MassTrails Grantees may follow their own established written procurement procedures, however, any procedures relating to the grant project must provide for the following, at minimum:**

- a. Grantees’ avoidance of purchasing unnecessary items.
- b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement.
- c. When purchasing an item with a value between \$10,000 and \$150,000, grantees are required to obtain at least three bids for goods and/or services. The solicitations must provide for all of the following:
  - i. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
  - ii. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
  - iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
  - iv. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.

- v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
- vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

*If the grantee does not have established written procurement procedures, the grantee accepts and agrees to follow the above procurement policy in place of its own requirements.*

## 18. REIMBURSEMENT

The State agrees to reimburse the Grantee **up to the approved grant amount** for approved expenses incurred in accordance with the project budget subject to the following:

- a. It is understood and agreed by the parties that in the performance of this grant and the services hereunder, the Grantee and its servants and employees are in all respects independent contractors and shall neither be determined to be employed by, nor agents of, the State, nor be entitled to any benefits provided by the State to its employees.
- b. The Grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. For example, a Grantee may not apply for reimbursement for a piece of equipment for which they have set up a loan agreement and monthly payment plan. The equipment must first be paid in full by the entity indicated on the state contract before any reimbursement will be authorized.
  - i. When requesting reimbursements, the Grantee shall submit **invoices/receipts** for actual costs incurred. All invoices/receipts must show dates within the contract period.
  - ii. The Grantee must also submit **proof of payment** (such as a cancelled check or credit card statement) of the invoice by the Grantee. All payments must be traced from the invoice/receipt to proof of payment *by the entity* on the state contract.
  - iii. For **major equipment** purchased through the program (such as a snow groomer), a receipt from the vendor indicating the equipment has been delivered and paid in full, including name, serial number, year of manufacture, accessories received and price from seller, shall also be submitted.
  - iv. For requests of reimbursement of **staff time**, time sheet records indicating dates and hours spent on the project, tasks accomplished, and billing rates must be submitted. Proof of payment to the staff must also be submitted, such as payroll records or copies of pay stubs. The hourly rate must be clearly displayed, or a letter from the organization stating the hourly rate of each employee must be provided. Indirect/fringe costs can be included. A letter from the organization stating the indirect cost rate must be included for verification of the rate.
  - v. If a third party has made a purchase on behalf of the Grantee, the original invoice/receipt must be documented as well as proof of that direct payment, as in a copy of the credit card statement of the third party showing the transaction. Then, proof of payment to the third party by the Grantee must be submitted (e.g., a cancelled check).
- c. The Grantee may submit multiple reimbursement requests, on a monthly basis at most, during the grant period.
- d. **The final Reimbursement Request can be submitted up to 30 days after the grant contract has ended.** For example, goods and services must be completed by the end date of the contract, but payment for those goods or services and submittal of the reimbursement request can be submitted up to, but not exceeding, 30 days past the contract end date.

Documentation must be complete at this time, meaning all required back up documents must be included and approved by the Grants Administrator. This may require submitting a “draft” reimbursement request prior to the deadline (this is recommended) to ensure that all required paperwork is included. **Please avoid submitting reimbursements, if possible, between June 15 and August 15. This is the end of our fiscal year and a very busy time for DCR’s finance team. Processing of payments will be delayed if submitted during this time period.**

- e. The Grantee’s final reimbursement will be held until a site visit has been conducted by the MassTrails Administrator and the Grant Close Out Form has been submitted and approved.
- f. The Grantee will submit a Final Report and Project Summary with the final reimbursement request.
- g. The purchase of food is not an acceptable cost for trail grant funding. Do not submit a reimbursement request for food as a part of your grant expenditures or as match.

## 19. MATCH

The Grantee shall document incurred **match** with each reimbursement request and/or with the final reimbursement request, unless otherwise authorized by the MassTrails Administrator. Match represents 20% of the TOTAL PROJECT VALUE, not 20% of the reimbursement amount. The easiest way to calculate this is to take your grant award amount and multiply by 0.25. For example, a \$100,000 grant award requires \$25,000 match (80% of \$125,000 equals \$100,000 and 20% equals \$25,000).

- b. Any match that is actual cash spent towards the project must be documented with the same requirements as the reimbursement requests. Invoices and proof of payment are required.
- c. Volunteer labor as match must be documented with time sheets including names, dates, hours worked, description of work accomplished and value of those hours for every hour claimed. Sample spreadsheets can be provided by the MassTrails Administrator upon request.
- d. Volunteer event days should be documented as stated in the previous bullet, with the addition of a volunteer sign in sheet signed by each participant. Sample sign in sheets can be provided by the MassTrails Administrator upon request.
- e. Staff time utilized as match requires a spreadsheet showing dates, names, hours worked, description of grant-related work and value of those hours for every hour claimed. Proof of payment to the employee must be provided as well, either in the form of copies of paystubs or a payroll report. The hourly rate must be clearly displayed, or a letter from the organization stating the hourly rate of each employee must be provided. Indirect costs/fringe can be included. A letter from the organization stating the indirect cost rate must be included for verification of the rate.
- f. Donations must be documented with a written statement from the entity that has made the donation, stating their donation, its value and to whom it was given. Proof of the value of the donation must also be submitted, either by an invoice, receipt, or another form of valuation, such as the most current value listed on a website where comparable products are sold.

## 20. TERMINATION OF GRANT CONTRACT

Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.

**21. CONSTRUCTION INSPECTION REPORT; AUDITS**

State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State may inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing, to the State within twenty-one (21) days of receipt of the inspection report. Final payment will not be made until deficiencies are corrected. The Grantee agrees to submit to all requested inspections and audits by State officials, which relate to the services and payments under this grant.

**22. RECORD RETENTION**

All program and financial records shall be retained by the Grantee for state audit purposes and available for public inspection for a period of seven (7) years *after* the final payment on the project. At a minimum, the following records shall be maintained and made available for audit: invoices, for purchased materials and for all design and construction costs indicating check number and date paid on each invoice; cancelled checks or copies thereof; bid, solicitation, and procurement documents; work changes, change orders, and contract amendments. Record retention for purchases of items \$10,000 or more must include, at minimum, documentation which provides the basis for contractor selection, justification for lack of competition when competitive bids or offers are not obtained, and a basis for the award cost or price.

**23. TITLE VI/NONDISCRIMINATION ASSURANCES**

The Grantee shall comply with the assurances included in the Federal Highway Administration Assurances for Title VI and Other Nondiscrimination Statutes and Regulations, attached, and incorporated in this grant agreement. The Grantee will review and sign this document on page 6, returning the original copy to the grant program administrator (see Appendix A).

**24. SOVEREIGN IMMUNITY AND INDEMNIFICATION**

The Grantee covenants to indemnify and hold harmless the State from and against any and all losses suffered by the State and any and all claims, liability or penalties asserted against the State by or on behalf of any person on account of, based in, resulting from arising out of, (or which may be claimed to have arisen out of) the acts or omissions of the Grantee. Nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of the grant.

**25. INITIALIZED CHECKLIST AND SIGNATURE**

Please initial in the line shown after each of the following statements and refer back to these statements and the Grant Agreement document in full for guidance as your project progresses:

- The Grantee understands that under no circumstances can their grant contract be extended. The end date of this grant is the date listed on the Standard Contract Form, NTP, and this document. As such, the grantee has reviewed the project scope and budget and can ensure that the grant award will be spent within the contract time period, understanding that any funds which are not spent by the contract end date will return to the state as program slippage. AA (Initial Here)
- The Grantee understands that this is reimbursement grant program. The grantee must first spend the money and then apply for reimbursement. A request for reimbursement must be submitted to the Grant Administrator as outlined specifically in this document, including a



cover page, invoices/receipts for goods or services and documented proof of payment for those goods/services. AK (Initial Here)

- The Grantee understands that they are responsible for accruing their proposed match and providing proof of that match, as outlined in this document, on the condition of being reimbursed for grant-funded expenses. \_\_\_\_\_ (Initial Here)
- The Grantee understands that the Final Reimbursement Request and Final Report must be submitted within 30 days of the contract end date, no exceptions. \_\_\_\_\_ (Initial Here)

#### Photo Release and Authorization

- The Grantee authorizes the MassTrails Administrators to edit, alter, exhibit, publish, or distribute any photos shared with the MassTrails Program related to the grant project. In addition, the Grantee waives the right to inspect or approve the finished product wherein the photo appears. Photo credit will be shared when possible. AK (Initial Here)

By signing below, the Grantee confirms that they have read through and agree to the terms set forth in the agreement above.

AK  
Authorized Signature

10/13/2021  
Date

Rick Antanarica  
Print Name

Town of Worcester  
Organization/Agency

**Please sign and retain a copy of this Grant Agreement for your records. Please scan the FULL signed document and email a digital PDF document to the MassTrails Grants Administration Team:**

Amanda Lewis  
MassTrails Program Manager  
(617) 645-8314, amanda.lewis@mass.gov

Elizabeth Knott  
MassTrails Program Grants Coordinator  
(617) 981-5753, elizabeth.knott@mass.gov

## Appendix

### Appendix A

#### TITLE VI/NONDISCRIMINATION AGREEMENT AND RECIPIENT ASSURANCES

The Commonwealth of **Massachusetts**, acting through its **Department of Conservation and Recreation** (hereinafter referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (USDOT), Federal Highway Administration via funds received from the Commonwealth of Massachusetts Department of Transportation, it is subject to and must comply with the following, as applicable and appropriate:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 *et seq.*), (prohibits discrimination on the basis of disability);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 49 C.F.R. Part 27 (entitled *Nondiscrimination On The Basis Of Disability In Programs Or Activities Receiving Federal Financial Assistance*);
- 49 C.F.R. Part 28 (entitled *Enforcement Of Nondiscrimination On The Basis Of Handicap In Programs Or Activities Conducted By The Department Of Transportation*);
- 49 C.F.R. Part 37 (entitled *Transportation Services For Individuals With Disabilities (ADA)*);
- 23 C.F.R. Part 200 (FHWA’s Title VI/Nondiscrimination Regulation);
- 28 C.F.R. Part 35 (entitled *Discrimination On The Basis Of Disability In State And Local Government Services*);
- 28 C.F.R. Part 50.3 (DOJ Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory cites are hereinafter referred to as the “Acts.” The preceding regulatory cites are hereinafter referred to as the “Regulations.”

Although not applicable to Recipients directly, there are certain Executive Orders and relevant guidance that direct action by Federal agencies regarding their federally assisted programs and activities to which compliance is required by Recipients to ensure Federal agencies carry out their responsibilities. Executive Order 12898, 3 C.F.R. 859 (1995), entitled “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” emphasizes that



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Federal agencies should utilize existing laws to achieve Environmental Justice, in particular Title VI, to ensure nondiscrimination against minority populations. Recipients should be aware that certain Title VI matters raise Environmental Justice concerns and FHWA intends that all Recipients evaluate and revise existing procedures (as appropriate) to address and implement Environmental Justice considerations. See the following FHWA website for more information and facts about Environmental Justice: <http://www.fhwa.dot.gov/environment/ejustice/facts/index.htm>.

Additionally, Executive Order 13166, 3 C.F.R. 289 (2001) on Limited-English-Proficiency, according to the U.S. Department of Justice in its Policy Guidance Document dated August 16, 2000 (65 Fed. Reg. at 50123), clarifies the responsibilities associated with the “*application of Title VI’s prohibition on national origin discrimination when information is provided only in English to persons with limited English proficiency.*” When receiving Federal funds Recipients are expected to conduct a four-factor analysis to prevent discrimination based on National Origin. (See also U.S. DOT’s “*Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons,*” dated December 14, 2005, (70 Fed. Reg. at 74087 to 74100); the Guidance is a useful resource when performing a Four-Factor Analysis).

### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, policy, memoranda, and/or guidance, Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that

*“No person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from the USDOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institution wide scope, and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is federally-assisted.

Additionally, the Recipient may not discriminate in the selection and retention of contractors, including without limitation, retaining contractors whose services are for, or incidental to, construction, planning, research, highway safety, engineering, property management, realty, fee contracts, and other commitments with persons for services and expenses incidental to the acquisition of rights-of-way.

Federal-aid contractors may not discriminate in their selection and retention of first-tier subcontractors and first-tier subcontractors may not discriminate in their selection and retention of second-tier subcontractors, who participate in Federal-aid highway construction, acquisition of rights-of-way, and related projects, including those who supply materials and lease equipment.

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The Recipient may not discriminate against eligible persons in making relocation payments and in providing relocation advisory assistance where highway rights-of-way acquisitions necessitate relocation(s).

The Recipient may not discriminate by preventing Title VI/Nondiscrimination populations from accessing and utilizing facilities and services provided for public accommodations (i.e., eating, sleeping, rest, recreation, and vehicle servicing) constructed on, over, or under the rights-of-way of federally assisted highways.

The Recipient, its sub-recipients, contractors, subcontractors, and other persons subject to this Agreement may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the Federal Highway Administration.

The Recipient shall develop and implement a Public Participation Plan in a manner that ensures the identification of Title VI/Nondiscrimination population(s), affords the population(s) opportunities to comment, and provides an atmosphere where all comments are promptly addressed with regard to the location and design of highway construction projects. Additionally, the Recipient shall not locate, design, or construct a highway in such a manner as to deny access to, and use thereof, to any persons on the basis of race, color, national origin, sex, age, or disability.

More specifically and without limiting the above general Assurance, the Recipient agrees with and gives, the following Assurance with respect to its federally-assisted highway program, as follows:

1. The Recipient agrees that each “program” and each “facility” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the Acts and the Regulations;
2. The Recipient shall insert the following notification in all solicitations for bids and Requests For Proposals for work or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Massachusetts Department of Conservation and Recreation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), other Nondiscrimination requirements (The Federal-Aid Highway Act of 1973, The Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990), and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement will be awarded without discrimination on the ground of race, color, national origin, sex, age, or disability.”;*

3. The Recipient shall insert the clauses of “Appendix A” of this Assurance in every contract or agreement subject to the Acts and the Regulations;

## Appendix

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4. The Recipient shall insert the clauses of “Appendix B” of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures or improvements thereon or interest therein to a Recipient;
5. The Recipient shall insert the following language in all Federal-Aid Agreements entered into with the FHWA:

*“The Commonwealth of Massachusetts, acting through its Department of Transportation (Recipient) and Department of Conservation and Recreation (Recipient or Sub-Recipient) **HEREBY AGREES THAT**, as a condition to receiving Federal financial assistance from the United States Department Of Transportation, Federal Highway Administration, it is subject to and shall comply with Title VI of the Civil Rights Act of 1964 and additional Nondiscrimination requirements as detailed in the **FHWA Assurances for Title VI and Other Nondiscrimination Statutes and Regulations** document.”*

6. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith over which DCR has control;
7. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance shall extend to rights to space on, over or under such property;
8. That the Recipient shall “include the appropriate clauses set forth in Appendix C and Appendix D” of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable Project or Program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable Project or Program.
9. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods:
  - a. The period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. The period during which the Recipient retains ownership or possession of the property.

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10. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance; and
11. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the Federal Highway Program and is binding on it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Programs**. The person or persons whose signature appears below are authorized to sign this assurance on behalf of the Recipient.

### TITLE VI/NONDISCRIMINATION AGREEMENT AND SUB-RECIPIENT ASSURANCES

The \_\_\_\_\_ [Grantee] (hereinafter referred to as the "Sub-Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (USDOT), Federal Highway Administration, from the Commonwealth of Massachusetts, through its Department of Transportation and Department of Recreation and Conservation (Recipient), it is subject to and must comply with the Statutory/Regulatory Authorities and requirements and any relevant attachments detailed in this document.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the Federal Highway Program and is binding on it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Programs**. The person or persons whose signature appears below are authorized to sign this assurance on behalf of the Sub-Recipient.

(Name of Grantee)

Town of Leicester

(Signature of Grantee)



(Title Of Authorized Signatory)

Chair, Select Board

DATED 10/13/01



## Appendix

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### APPENDIX A-1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - Cancellation, termination, or suspension of the contract, in whole or in part.

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6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## Appendix

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### **Appendix B**

#### **RTP Equipment Requirements (CFR 200.319)**

(a) *Title.* Subject to the obligations and conditions set forth in this contract, title to equipment acquired under this award will vest upon acquisition in the Grantee's name. Further, the title for equipment to be purchased under this contract is conditional upon the following:

- (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
- (2) Not encumber the property without approval of the Massachusetts Department of Conservation and Recreation.

(3) Use and dispose of the property in accordance with paragraphs (c) and (e) of this section

(c) *Use.* (1) Equipment must be used by the Grantee pursuant to the scope and purpose of this project as long as needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the purposes of this project, the equipment may be used in other activities supported by the Massachusetts Department of Conservation and Recreation in the following order of priority:

(i) Activities under a Federal award through the Massachusetts Department of Conservation and Recreation, then

(ii) Activities under Federal awards from other Federal awarding agencies in the Commonwealth of Massachusetts.

(2) During the time that equipment is used on the project or program for which it was acquired, the Grantee must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work pursuant to this award. First preference for other use must be given to other programs or projects supported by the Massachusetts Department of Conservation and Recreation and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies in the Commonwealth of Massachusetts. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) The Grantee must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute during the useful life of the equipment.

(4) When acquiring replacement equipment, the Grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.



## Appendix

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(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for this award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once a year.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under this award is no longer needed for the purposes of this project or for other activities currently or previously supported by a Federal awarding agency or the Commonwealth of Massachusetts, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the Grantee must request disposition instructions from the Massachusetts Department of Conservation and Recreation. Disposition of the equipment will be made as follows:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Massachusetts Department of Conservation and Recreation.

(2) If the Massachusetts Department of Conservation and Recreation fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Grantee or sold. The Massachusetts Department of Conservation and Recreation is entitled to an amount calculated by multiplying the current market value or proceeds from sale by its percentage of participation in the cost of the original purchase. If the equipment is sold, the Massachusetts Department of Conservation and Recreation may permit the Grantee to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The Grantee may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the Grantee must be entitled to compensation for its attributable percentage of the current fair market value of the property.