



PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board & Advisory Committee

MEETING: X

PUBLIC HEARING: X

DATE: October 4, 2021

TIME: 6:00pm

LOCATION: Select Board Conference Room, 3 Washburn Sq -OR- Virtual (see below)

REQUESTED BY: Kristen L. Forsberg, Assistant Town Administrator

*Agenda packet and associated documents can be found at www.leicesterma.org/bos. This agenda lists all matters anticipated for discussion; some items may be passed over, and other items not listed may be brought up for discussion to the extent permitted by law. Select Board meetings are recorded by LCAC. Any member of the public planning to record the meeting must first notify the Chair. **PLEASE SILENCE ALL CELL PHONES DURING THE MEETING***

<https://global.gotomeeting.com/join/985735077>

(646) 749-3122; Access Code: 985-735-077

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 6:00pm – Executive Session MGL Chapter 30A, Section 21(a), Exception #2 - Conduct strategy sessions in preparation for negotiations with nonunion personnel (DIS Director/Town Planner, Fire Chief)
- b. 6:30pm – Prestige Auto License Violation Hearing
- c. 6:45pm – Vote to Re-Open Fall Special Town Meeting Warrant; Set Location For Fall Special Town Meeting; Review/Vote on Fall Special Town Meeting Warrant Articles;

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Town Administrator Report
- c. Select Board Reports

4. RESIGNATIONS & APPOINTMENTS

- a. Appoint and Execute Contract – DIS Director/Town Planner – Alaa Abusalah
- b. Appoint and Execute Contract – Fire Chief – Michael Dupuis

5. OTHER BUSINESS

- a. Execute MassTrails Grant Contract – Burncoat Park
- b. Request to Use Becker Field
- c. Award Shared Winter Streets Contract – Towtaid Sidewalks and Curbing – Cassidy Corp.
- d. Request to Add (2) Alternate Positions to the Parks & Recreation Committee
- e. Accept Senior Center Donations
- f. Approve Special Legislation – Waiver of MGL Chapter 53b, Section 18
- g. Discuss Trick or Treating Hours

6. MINUTES

- a. September 27, 2021
- b. September 28, 2021

ADJOURN

Executive Session Motion

Board Member 1

I move to go into Executive Session pursuant to MGL Chapter 30A, Section 21(a), exception #2, to conduct strategy sessions in preparation for negotiations with nonunion personnel – DIS Director/Town Planner and Fire Chief.

The Board will reconvene in open session at the conclusion of executive session.

Board Member 2

Second

Chairperson

To discuss these matters in open session would compromise the position of the Town, the Chair so declares.

VOTE BY ROLL CALL



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

SENT VIA EMAIL

September 29, 2021

Jack Bahnan
Prestige Auto
prestige200auto@gmail.com

Dear Mr. Bahnan:

This purpose of this letter is to notify you that a **public hearing to consider whether to suspend, revoke or take other action** relative to the Class II dealer license and motor vehicle repair license for Prestige Auto (**Exhibit A**) will be held on **Monday, October 4, 2021 at 6:30pm** at the Leicester Town Hall, Select Board Conference Room, Lower Level, 3 Washburn Square.

The Leicester Select Board, as the Town's licensing authority under G.L. c.140, §§ 57-59 and Chapter 9, Sections 25-26 & 31 of the Town's General By-laws, will hold a public hearing pursuant to G.L. c. 140, § 59, the Town's Class II Second Hand Motor Vehicle License Holder Policy (**Exhibit B**) and Chapter 9, Sections 25-26 & 31 of the Town's General By-laws.

On February 1, 2021, you were sent the enclosed letter (**Exhibit C**) outlining issues that violate the Town's Class II License policy and asking you to begin addressing these issues. On June 1, 2021, you were sent a follow-up letter (**Exhibit D**) from the Fire Inspector. On June 21, 2021 a license violation hearing was held before the Select Board and was continued to allow time to submit plans to the Fire inspector and rectify outstanding issues. To date, these issues have not been rectified and plans have not been submitted to the Fire Inspector despite multiple requests.

Should you have any questions, please contact our office at 508-892-7077.

Sincerely,

Kristen L. Forsberg

Kristen L. Forsberg
Assistant Town Administrator

Cc: Select Board
Fire Inspector
Building Inspector

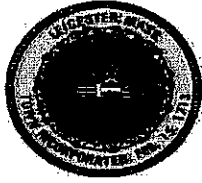
Exhibit A

NUMBER
CL217-21

THE COMMONWEALTH OF MASSACHUSETTS

FEE
\$100.00

TOWN OF LEICESTER



**USED CAR DEALER LICENSE - CLASS II
TO BUY AND SELL SECOND-HAND MOTOR VEHICLES**

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto **Prestige Auto Center Inc., owner Jack Bahnan**, is hereby licensed to buy and sell second-hand motor vehicles at **200 South Main Street, Leicester, MA 01524** on the premises described as follows:

RESTRICTIONS:

One hundred and fifty (150) vehicles for sale. Storage for thirty-five (35) disabled vehicles to be hidden in area in back of garage. Map on file in the Selectmen's Office.

ISSUED: 2/10/21

A handwritten signature in black ink, appearing to read "Kristen Forsberg".

Kristen Forsberg, Assistant Town Administrator
Select Board

THIS LICENSE EXPIRES DECEMBER 31, 2021

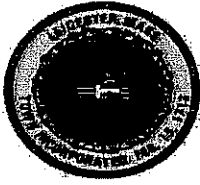
THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES

NUMBER
MV12-21

THE COMMONWEALTH OF MASSACHUSETTS

FEE
\$50.00

TOWN OF LEICESTER



MOTOR VEHICLE REPAIR LICENSE

This is to certify that **Prestige Auto Center Inc., owner Jack Bahnan, 200 South Main Street, Leicester MA 01524** is hereby granted a license for Motor Vehicle Repair in conformity with all Statutes and Ordinances relating thereto.

PROPERTY DESCRIPTION AND RESTRICTIONS:

Same as Class II license.

A handwritten signature in dark ink, appearing to read "Kristen Forsberg", is written over a horizontal line.

ISSUED: 2/10/21

Kristen Forsberg, Assistant Town Administrator
Select Board

THIS LICENSE EXPIRES DECEMBER 31, 2021

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES



Exhibit B

Class II Second Hand Motor Vehicle License Holder Policy

Issued in accordance with the Town's General Bylaws, Chapter 9, Section 31

Adopted by the Board of Selectmen on November 20, 2017

Vehicle Conditions and Notices

All vehicles for sale which are parked outside of a building must be in saleable and drivable condition. Dealer must affix "Used Vehicle Warranty Law" notices on the windows or dashboard of used vehicle that are offered for sale as required by Massachusetts General Laws, Chapter 90, Sections 7N ¼ and 7N ½, and 201 CMR 11.00. The sale price of the vehicle must be posted on the vehicle's windshield.

Access Road

An access road is required through the property. The minimum width of this access road shall be twenty (20) feet and the road will start at the main entrance.

Vehicle Parking

Vehicles must be parked a sufficient distance from the public way so as not to interfere with sidewalks or roadways and so as not to create a site line hazard as determined by the Police Chief or his/her designee. An approved parking plan shall be available on site for any inspections. The dealer must maintain at least two feet of clearance between all vehicles on display. All spaces delineated on the approved parking plan shall be marked out with lines, on the surface of the property, except for lots that are storage or non-asphalt surfaces. Vehicles must be parked in accordance with Zoning Bylaws and the Planning Board's Parking Regulations and parking spaces shall be a minimum of 9x18 feet.

Outdoor Lighting

Outdoor lighting must not impose on any abutting properties.

Office Requirements

Except in the case of an approved home business selling used cars in accordance with all zoning and fire restrictions, an office will be located in the building where the business will be located and accessible from the outside. A sign listing the name of the business and the hours of operation is required on the property; either freestanding or on the office door/window.

Logbook

The logbook tracking the sale of used cars shall be on the premises at all times. An inspection of the Used Vehicle Inventory Book for each dealership may be conducted by the Police Department as needed.

Fencing

Appropriate fencing may be required if, in the opinion of the Board of Selectmen, it is deemed necessary to control access to the property or to maintain the aesthetic value of the neighborhood.

**Repairs**

No repair work may be conducted without a Motor Vehicle Repair License. No repair work shall occur outside of a building except for minor emergency or reactive repairs to be completed by the end of the workday (e.g. lightbulbs, batteries, wiper blade replacement, tire replacement).

Fire and Safety Inspection

Prior to license issuance or renewal, the Fire Department will conduct a fire and safety inspection. Any violations that are noted must be corrected prior to the renewal or issuance of the license.

Rubbish, Debris and Spare Parts

All rubbish and debris will be kept in an approved steel rubbish container with a cover. The cover will remain closed at all times. No spare or junk parts may be stored outside of a building. Scrap metal must be kept in a recycling container and emptied on a regular basis. Properties must be kept clean and maintained at all times.

Flammable or Combustible Liquids or Gasses

No storage of flammable or combustible liquids in quantities greater than five (5) gallons will be allowed without a permit from the Fire Department. Applications are available at Fire Headquarters. No storage of flammable or combustible gases in quantities greater than forty (40) cubic feet will be allowed without a permit from the Fire Department. Applications are available at Fire Headquarters. Parking of vehicles, not related or incidental to the operation of the business, that store flammable or combustible liquids or gases will not be allowed on the site.

Used Batteries

Used batteries shall be stored in liquid tight containers.

Emergency Contacts

The facility must keep an up-to-date list of emergency contacts at the Fire Station.

Cutting & Welding Operations

All cutting and welding operations shall comply with the requirements of 527 CMR 39 and are required to obtain local Fire Department permits.

Open Burning

No open burning will be allowed on the site at any time.

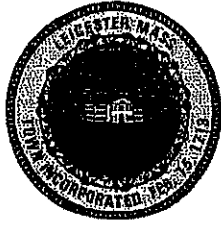
Spills

The licensee must maintain a supply of spill containment equipment on site as approved by the Fire Inspector. Any spills of flammable or combustible liquids greater than one gallon must be immediately reported to the Fire Department.

Fire Extinguishers

Portable fire extinguishers will be required at the facility, the number and location of same to be determined by the Fire Department.

Exhibit C



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

February 1, 2021

Jack Bahnan
Prestige Auto
200 S. Main Street
Leicester, MA 01524

Dear Mr. Bahnan:

As part of your application for a Class II license, you were required to submit a layout for all cars on site. The current configuration of your lot does not match your layout. I have attached the plan you originally submitted for your reference. This layout must be followed.

The current layout of cars at your property does not allow enough fire access and the cars are spaced too close together. Per the enclosed Class II Policy, cars are to be 2 feet apart and spaces are to be a minimum of 9x18 feet. We would also like to remind you that per Town Bylaws, no junk vehicles are allowed to be stored on site at any time.

We ask that you begin rectifying these issues immediately so that we can issue your full year long license.

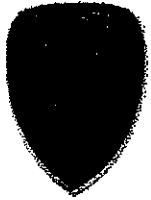
Should you have any questions, please contact our office at 508-892-7077.

Best Regards,

David A. Genereux
Town Administrator

Cc: Fire Inspector
Building Inspector

Exhibit D



CHIEF
MICHAEL R. DUPUIS

TOWN OF LEICESTER FIRE DEPARTMENT
3 PAXTON STREET
LEICESTER, MASSACHUSETTS 01524



OFFICE (508) 892-7022

Town of Leicester
3 Washburn Square
Leicester, Ma 01524
CC: Prestige Auto

June 2, 2021

To whom it may concern;

I'm notifying you that Prestige Auto at 200 South Main St. is in violation on their Repair/Class II license. The parking plan that they submitted to the town does not correlate with the way they are doing business at this location. The Building inspector and myself spoke with Jack Bahnan on April 29, 2021 with our concerns with the location and the amount of vehicles on site, also it doesn't match his parking plan. Jack told us that he would reach out to Kristen at the Town Hall to see what he could do. I spoke to Kristen on June 2, 2021 and the Administrators office has not heard from Mr. Bahnan. Here is the list of violations.

1. Over the limit of cars (repair/ class II)
2. No fire lanes (around the building or in the back lot)
3. Storage of fuel in the building (cars in the building)
4. No handicap parking or signage
5. Storage of tires and vehicle parts against the building
6. Waste oil storage for heating

Captain Mike Wilson

Fire Inspector



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

June 14, 2021

Jack Bahnan
Prestige Auto
200 S. Main Street
Leicester, MA 01524

Dear Mr. Bahnan:

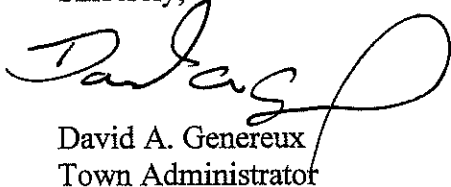
This purpose of this letter is to notify you that a **public hearing to consider whether to suspend, revoke or take other action** relative to the Class II dealer license and motor vehicle repair license for Prestige Auto (**Exhibit A**) will be held on **Monday, June 21, 2021 at 6:00pm** at the Leicester Town Hall, Select Board Conference Room, Lower Level, 3 Washburn Square.

The Leicester Select Board, as the Town's licensing authority under G.L. c.140, §§ 57-59 and Chapter 9, Sections 25-26 & 31 of the Town's General By-laws, will hold a public hearing pursuant to G.L. c. 140, § 59, the Town's Class II Second Hand Motor Vehicle License Holder Policy (**Exhibit B**) and Chapter 9, Sections 25-26 & 31 of the Town's General By-laws.

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Should you have any questions, please contact our office at 508-892-7077.

Sincerely,



David A. Genereux
Town Administrator

Cc: Select Board
Fire Inspector
Building Inspector

From: [Forsberg, Kristen](#)
To: ["JACK BAHNAN"](#)
Cc: mwilson@leicesterfireems.org
Subject: RE: Prestige Auto Hearing
Date: Tuesday, September 21, 2021 12:52:00 PM

Hi Jack,

Also, plans must be submitted to Fire Inspector Wilson no later than **Monday, September 27th** for review prior to the October 4th meeting. Thanks,

Kristen L. Forsberg, MPA & MCPPO
Assistant Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524
508-892-7077

From: Forsberg, Kristen
Sent: Tuesday, September 21, 2021 11:15 AM
To: 'JACK BAHNAN' <prestige200auto@gmail.com>
Cc: mwilson@leicesterfireems.org
Subject: Prestige Auto Hearing

Hi Jack,

The Prestige Auto continued hearing is scheduled for October 4th at 6:30pm in the Select Board Conference Room at Town Hall. Please confirm your attendance. Thanks,

Kristen L. Forsberg, MPA & MCPPO
Assistant Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524
508-892-7077



Town of Leicester, Massachusetts

Special Town Meeting Warrant

Fall Town Meeting – October 26, 2021 – 7:00PM

“In the Hands of the Voters”

Meeting location:
Former Becker College
963 Main Street
Leicester, MA 01524

Published 10/04/2021 Version 4

SPECIAL MESSAGE FROM THE MODERATOR COVID-19 PRECAUTIONS

Extensive efforts on the part of multiple members of the Leicester Town staff have been made to create a safe environment with effective social distances. To that end, I will be enforcing the following rules for attendance, per my authority under MA General Laws.

1. Per Leicester Town By-Laws, Town Meeting is open only to registered voters. No one who is not a registered voter in the Town of Leicester will be admitted to the meeting. The exceptions are non-resident department heads, the press, and those employed as legal representatives of persons with business on the warrant.
2. Pursuant to the Governor's COVID Order No. 31 and Department of Public Health Guidance all persons attending Town Meeting are strongly advised to cover their noses and mouths with a mask or cloth face covering unless exempted by Department of Public Health Guidance.
3. There will be an ample supply of hand sanitizer available at the meeting. Please use as needed.
4. Please arrive early. Check in will be slowed by the requirements of social distancing and to allow checkers working under challenging circumstances to process voters as efficiently as possible.

Town Rules & Procedures Review

Each Town Meeting is a formal legislative body. As such, we are governed by both Massachusetts General Laws and Chapter Two of Leicester's Town By-Laws. Our proceedings follow "Town Meeting Time, A Handbook of Parliamentary Law", and tradition.

The Town Moderator does not vote, except in cases of a tie vote on the floor.

Town Meetings in Leicester are open only to registered voters.

As members of the town meeting, voters have the right, if they so choose, to present opinions and to ask questions through the moderator in relation to the motion under discussion, and only to the motion under discussion. You have a right to be comfortable with the facts at hand in order to make an informed vote.

A voter wishing to address the meeting through the moderator should approach the microphone and must identify themselves and state their address each time they address the meeting. If it seems that the Moderator is not aware of your desire to speak, please give some signal so that you will be recognized. If you are not able to get to the microphone, please give a signal and a teller or volunteer will bring a microphone to you.

No one may speak to any motion more than twice, except to clarify a point or respond to a question through or from the moderator, and maximum time is ten minutes. Voters must stay on topic with the motion at hand, and personal attacks or slurs of any kind will not be tolerated.

If you have a question as to why something is done in a fashion, feel free to ask. Raise that question or issue with the statement, "Point of Order."

If a member of this meeting wishes to move the question, that motion must be made from the microphone. A motion to move the question will not be accepted from the floor. A motion to move the question simply indicates that at least the individual offering the motion to move the question and person making the second have heard all the debate they feel is needed. A seconded motion to move the question is not a debatable motion. At such time, all debate will cease, and a vote is taken. A 2/3 majority is required for passage. If the motion to move the question passes, we will immediately vote on the motion which was under discussion in the hands of the meeting. If the motion to move the question is defeated, debate on the motion previously under discussion will resume. This procedure is often misunderstood but is allowed and governed under the By-Laws of the Town of Leicester.

Any motion undertaken by Town Meeting in Leicester may be reconsidered, meaning it can be brought up for a vote a second time. The motion to reconsider a motion must be made within one hour of the taking of the original vote on the motion in question. A motion cannot be brought forward for reconsideration more than once.

Any motion made must be within the scope of the articles posted in the warrant and presented to the moderator in writing.

Respectfully,

Donald A. Cherry, Jr. – Town Moderator

Table of Contents

On the Division of Local Services certified the Town of Leicester's FY 2021 Free Cash in the amount of \$2,205,279 for the General Fund, and \$366,562 in Retained Earnings for the LCAC Cable PEG Access enterprise fund.

WORCESTER, SS.

To a Constable in the Town of Leicester,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Leicester qualified to vote in Town Elections and Town Affairs to meet at the former Becker College Gymnasium, 963 Main Street, Leicester, MA 01524 on Tuesday, the twenty-sixth day of October 2021 at 7:00 PM, then and there to act on the following articles, namely:

ARTICLE 1 PRIOR YEAR BILLS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies in order to pay bills from prior fiscal years or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$2,426.00 from Free Cash to pay the prior year bills as listed in the Fall 2021 Town Meeting warrant.

Department	Vendor	Amount
Town Hall	Kleeberg Mechanical Services, LLC	\$2,426.00
Total		\$2,426.00

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article is required for the payment of bills prior to July 1, 2021 that were not submitted by the close of the fiscal year. There is one bill for this town meeting, which was for boiler work done at Town Hall on May 25, 2020

VOTE REQUIRED FOR PASSAGE Requires a 9/10th's vote pursuant to MGL Chapter 44, §64

ARTICLE 2 ADJUSTMENT OF THE SALARY OF THE TOWN CLERK

To adjust the FY 2022 salary of the Town Clerk retroactive to July 1, 2020 or take any action thereon.

PROPOSED MOTION

I move the Town vote to set the rate of compensation to the Town Clerk to the equivalent of the midpoint between Step 4 and Step 5 of Level 5 of the Town's FY 2022 Classification and Compensation plan for Fiscal Year 2022, or \$79,477.11, retroactive to July 1, 2021.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Passage of this article, requested by the Town Clerk, would increase her annual salary from the \$68,134 voted at the Spring Annual Town Meeting to \$79,477.11, retroactive to July 1. This adjustment places her salary range at the midpoint of Steps 4 and 5 of the Town's Classification and Compensation plan, which is appropriate given her knowledge and tenure in the position.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108

ARTICLE 3 ADJUST FY 2022 OPERATING BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2021, as voted at the May 11, 2021 Annual Town Meeting Warrant or take any action thereon.

PROPOSED MOTION

A.) I move that the Town raise and appropriate \$205,185 to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2021, as listed in the May 11, 2021 Annual Town Meeting Warrant and as amended below:

Sources	Reason	Amount
Raise and Appropriate	Increased overall receipts/reduced assessments	\$205,185
Total		\$205,185

Department	Reason	Amount
Legal (01-111-5200-005)	Legal expenses associated with Becker, among other matters	\$21,798
Assessors Dept Wages (01-141-5100-001)	Reclassification of Dept Asst to Assistant Assessor	\$7,544
IT Small Equipment (01-155-5400-005)	Purchase of ESO Software, plus set ups fees and refurbished laptops for Ambulance Dept. Funding from general fund taxation	\$10,000
Town Clerk Salaries (01-161-5101-000)	Requested increase	\$11,343
Fire Salaries (01-220-5101-000)	Movement of Fire Chief from part time stipend position to full time	\$57,500
Ambulance Wages (01-231-5100-000)	Hourly rate adjustments required to hire and retain staff; Funds from Ambulance receipts reserved	\$82,000
Ambulance Wages (01-231-5100-000)	Staff training funding. Funding from general fund taxation	\$13,000
Short Term Debt Interest (01-752-5900-000)	Difference between state share of feasibility study and amount not borrowed	\$2,000
Total		\$205,185

DESCRIPTION

This article adjusts the FY22 budget. The revenues which make up the annual budget come from five categories: taxation, state aid, local receipts, free cash, and other available funds. These revenues are not finalized until July or August of each year. However, the budget is assembled in February using conservative forecasted revenue assumptions. When final estimated revenue numbers come in, funds are either apportioned to or removed from departments at the following fall town meeting..

The revenue changes in this article come from the following sources:

Revenue	ATM Projected	STM Final	Change
Property Tax	\$17,532,163	\$17,526,615	-\$5,548

State Aid	\$12,303,558	\$12,239,775	-\$63,783
Local Receipts	\$2,501,000	\$2,501,000	0
Free Cash	\$150,000	\$150,000	0
Other Available Funds	\$436,491	\$518,491	\$82,000
Assessments/Offset Receipts	-\$1,280,236	-\$1,087,720	\$192,516
Total	\$31,642,977	\$31,848,162	\$205,185

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G.L. c. 40, §5

PROPOSED MOTION

B.) I move that the Town transfer \$29,000 between the following departments as amended below:

Transfer from:	Transfer to:	Amount
192 – Town-Owned Buildings	197 – Town Hall Building Maintenance	\$20,000
199 – Other General Government	155 IT	\$9,000
Total		\$29,000

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This second portion of this article seeks to transfer surplus funds identified in the Other Town Buildings account to the Town Hall Building Maintenance Account. The other transfer, from other general government to IT is to pay for required firewall services.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G.L. c. 40, §5

ARTICLE 4 POLICE CRUISER

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to purchase and equip one (1) police vehicle or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$55,700 from Free Cash to purchase and equip one (1) police vehicle.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Police Department utilizes a fleet of ten (10) vehicles to meet the law enforcement needs of the residents of Leicester. This fleet of vehicles includes five (5) frontline marked police cruisers that are used daily. Funding is being requested to replace the oldest marked frontline cruiser which will have over 100,000 miles when replaced. The Town has been following a fleet replacement schedule that includes the replacement of one to two cruisers annually to ensure the full use and reliability of the fleet. This is an early replacement, which will allow the vehicle that is being replaced to be moved over as a Fire/EMS general service vehicle. Cost breakout of the article is

Use	Amount
New police cruiser	\$55,315
Repurpose and repaint of cruiser to Fire/EMS including light changeover and paint	\$4,385
Total	\$59,700

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G.L. c. 40, §5

ARTICLE 5 POLICE TRAINING FUNDING

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money for the costs associated with training three new police officers.

PROPOSED MOTION

I move the Town vote to transfer \$18,150 from Free Cash to pay for one-time costs associated with hiring new three new police officers.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Police Department anticipates hiring three new police officers in FY 2022, and needs funding for one-time training costs, as listed below:

FY22 COSTS ASSOCIATED WITH (3) NEW HIRE POLICE OFFICERS	
(3) new hires for the (2) open and (1) anticipated opening based on retirement notice for FY22:	
FY22 budget currently has funding for salaries for (2) open patrolman positions and this should cover (3) open patrolman positions while in academy since they will not be a full FY hire.	
Academy tuition x 3	\$9,000
Academy supplies (required supplies & equipment, academy uniforms, training ammunition, etc.) x 3	\$7,500
Physical Abilities Test (\$150 x 3)	\$450
Psychological Test (\$400 x 3)	\$1,200
Total	\$18,150

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G.L. c. 40, §5

ARTICLE 6 HIGHWAY REPAIRS AND REIMBURSEMENTS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money for replacement and repairs of Highway Department equipment.

PROPOSED MOTION

I move the Town vote to transfer \$37,345 from Free Cash for repairs and reimbursements for Highway Department expenses.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Highway Department is seeking funding to rebuild the engine and front end of Truck #4, an International six-wheel dump body that is a front-line vehicle for winter maintenance and summer operations. There were expenses associated with the repurposing of the former police detective car into an inspection vehicle, and the installation of a new fire hydrant on the Town Common. Finally, the Town is awaiting approval from MEMA for storm-related costs on Paxton, Rawson, and Marshall Streets associated with weather events on 8/21 and 8/22.

Individual costs for these projects are listed below:

Purpose	Amount
Rebuilding engine and front end of Truck #4	\$ 25,000 -
Reimbursement of Inspection car expenses	\$ 2,750
Reimbursement of new fire hydrant on the Town Common	\$ 9,595
Storm Damage	\$ 12,400
Total	\$ 49,745

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G.L. c. 40, §5

ARTICLE 7 FUNDING IMPROVEMENTS AT TOWN PARKS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund improvements at town parks or take any action thereon.

PROPOSED MOTION

I move the Town raise and appropriate \$35,388 from Free Cash to fund improvements at Towtaid Park, the application of said funding to be prioritized by the Leicester Highway Department.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Town secured a Shared Winter Streets grant for accessibility, sidewalks and curb improvements at Towtaid Park, in the amount of \$134,601. However, the bid came in at \$169,989. The Town needs an additional \$35,388 to fund the project.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G.L. c. 40, §5.

ARTICLE 8 INSTALLATION OF SECURITY CAMERAS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to purchase and install security cameras at various town locations

PROPOSED MOTION

I move the Town vote to transfer \$70,000 from Free Cash to purchase and install security cameras at Town parks, the Highway Department, and the former Memorial School.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Town is seeking to purchase and install cameras at Town parks and other locations to safeguard those properties and identify individuals who vandalize these assets.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G.L. c. 40, §5

ARTICLE 9 FY 2022 CAPITAL IMPROVEMENT PLAN

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the Capital Improvement Plan budget beginning July 1, 2021 or take any action thereon.

PROPOSED MOTIONS

A.) I move the Town vote to transfer \$55,000 from Ambulance Receipts Reserved for Appropriation to fund the purchase of a pre-owned ambulance as set forth below:

DEPARTMENT	ITEM	AMOUNT
EMS	Pre-owned 2013 Chevrolet Ambulance	\$55,000
	Total	\$55,000

ADVISORY COMMITTEE RECOMMENDATION

CAPITAL IMPROVEMENT COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This request transfer seeks funding from Free Cash to purchase a pre-owned 2013 Chevrolet Ambulance with low miles for the year. We have a new ambulance on order, but it is well behind schedule, as parts are unavailable due to Covid-19 related delays.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G.L. c. 40, §5

B.) I move the Town vote to transfer \$30,000 from Free Cash to fund the purchase of a pre-owned ambulance as set forth below:

DEPARTMENT	ITEM	AMOUNT
EMS	Pre-owned 2013 Ford Ambulance	\$30,000
	Total	\$30,000

ADVISORY COMMITTEE RECOMMENDATION

CAPITAL IMPROVEMENT COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This request transfer seeks funding from free cash to purchase a used 2013 Ford Ambulance. We are looking from a transfer from Free Cash as to not fully deplete the Ambulance receipts reserved for appropriation account. This vehicle has higher miles than the one listed in the first funding request, but it is a local vehicle with a good service history.

The purchase of these two ambulances will allow us to surplus A1, 2015 International that has a troubled repair record, and A-3, which has numerous body issues. When the new ambulance is delivered, it is likely that the current A@ Ambulance will be surplus, leaving the Town with these two new purchases, along with the new ambulance.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G. L. c. 40, §5

ARTICLE 10 STORMWATER MANAGEMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund stormwater management operations throughout the Town, said funds to be expended by the Highway Department, or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$15,000 from Free Cash for stormwater management operations throughout the Town, said funds to be expended by the Highway Department.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article funds stormwater management operations for the Town, including operations, professional services and reporting requirements for the Town's MS-4 permit.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G.L. c. 40, §5.

ARTICLE 11: REVOKE ACCEPTANCE OF MASSACHUSETTS GENERAL LAWS CHAPTER 53, SECTION 18B (INFORMATION RELATING TO QUESTIONS ON TOWN BALLOT; CONTENTS; WRITTEN ARGUMENTS BY PROPONANTS AND OPPONENTS)

To see if the Town will vote to revoke acceptance MGL Chapter 53, Section 18B, which requires information on town ballot questions to be addressed via written arguments from question proponents and opponents, be vetted by Town Counsel, and made available to the voters of the Town.

PROPOSED MOTION: Move that the article be accepted as written.

FINANCE ADVISORY BOARD RECOMMENDATION:

SELECTBOARD RECOMMENDATION:

DESCRIPTION

The Town adopted this measure in 2018 to be able to inform voters of ballot issues. However, once accepted, this law requires that be done for any ballot question, and failure to provide such information creates legislative requirements for the ballot results to be accepted. These requirements make every ballot vote burdensome.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority per M.G.L. c. 53, § 18B

ARTICLE 12 FUNDING THE CABLE PEG ACCESS BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the cable access budget under the direction of the Leicester Cable Access Corporation (LCAC) or take any action thereon.

PROPOSED MOTION

I move that the Town vote to appropriate from cable access retained earnings the sum of \$366,562 to fund the FY 2022 Cable Access budget, under the direction of the Leicester Cable Access Corporation (LCAC).

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Town serves as a pass-through for franchise fees collected from cable subscribers which support our local cable PEG access service (LCAC). This amount represents the amount of retained earnings in the Cable PEG access account that was certified as excess by the Department of Revenue at the close of Fiscal Year 2021.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G.L. c. 40, §5

ARTICLE 13 AMEND THE REVOLVING FUND BYLAW

To see if the Town will vote to amend the revolving fund bylaw, as listed in the Town Meeting warrant, or take any action thereon.

Proposed Motion: I move the Town vote to amend the Town's revolving fund bylaw, as follows:

- 1.) To amend the language of the Town Hall revolving fund as listed in the grid in below to allow for the collection of receipts and payment of expenses associated with the Town Bandstand

A Revolving Fund	B Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable from Fund	E Restrictions or Conditions on Expenses Payable from Fund	F Other Requirements/ Reports	G Fiscal Years
Town Hall/Bandstand	Town Administrator	Fees charged and received by the Town for renting out the Town Hall and the Bandstand	Expenses associated with maintenance costs at the Town Hall/Bandstand	None	None	Fiscal Year 2018 and subsequent years

- 2.) To create a Former Becker Property Revolving Fund, with the annual fund retention limit set at \$500,000:

A Revolving Fund	B Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable from Fund	E Restrictions or Conditions on Expenses Payable from Fund	F Other Requirements/ Reports	G Fiscal Years
Former Becker Property Use	Select Board/Town Administrator	All fees collected for the use of the former Becker property; including lease and rental payments, donations, and any other funds collected for use of the property.	All costs associated with the operation of the former Becker property, including utilities, maintenance, repairs, groundskeeping, and any and all other associated costs	None	None	Fiscal Year 2022 and subsequent years

- 3.) To create an EV Charging Station Fund, with the annual fund retention limit set at \$10,000:

A Revolving Fund	B Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable from Fund	E Restrictions or Conditions on Expenses Payable from Fund	F Other Requirements/ Reports	G Fiscal Years

EV Charging Fund	Town Administrator	All fees collected by Electric Vehicle charging stations, as well as any associated fees, local aid distributions, charges or rebates.	Maintenance, warranty, and electricity expenses associated with the charging stations.	None	None	Fiscal Year 2022 and subsequent years
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- 4.) To create a Marijuana Host Community Agreement Fund, with the annual fund retention limit set at \$2,000,000; furthermore, to transfer \$500,000 into said fund.

A Revolving Fund	B Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable from Fund	E Restrictions or Conditions on Expenses Payable from Fund	F Other Requirements/ Reports	G Fiscal Years
Marijuana HCA Fund	Select Board/Town Administrator	HCA funds collected from Marijuana establishments	All lawful uses of HCA funds.	None	None	Fiscal Year 2022 and subsequent years

Or take any action relative thereto.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article requests amendments to the revolving fund bylaw for the following purposes:

- 1.) To allow the fees received from rental of the Bandstand to go into the Town Hall revolving account and allow repairs and maintenance to the Bandstand to be paid from that account.
- 2.) To establish a Former Beck Property Use fund to allow all fees collected from all uses and events at the former Becker campus to be placed in a new revolving fund. These funds will be used exclusively for maintenance of that property.
- 3.) To establish an EV Charging revolving fund that will allow fees taken in by EV charging stations that are being installed to be used to maintain the stations and paying for the electricity that they use.
- 4.) To establish a fund for placement of all monies received through Host Community Agreements, said funds to be spent on any lawful purpose allowed through CCC guidelines and regulations. After establishment of the fund, a transfer of payments already received by the Town is requested.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

**ARTICLE 14 ACQUISITION OF PERMANENT DRAIN EASEMENT REQUIRED FOR LEICESTER
FIRE & EMS HEADQUARTERS STORMWATER IMPROVEMENTS**

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift, or otherwise, the following permanent drain easements:

1. over, under, across and upon a portion of that land located at **5 Gleason Way, Leicester, Massachusetts**, shown as “PROPOSED 15’ WIDE DRAIN EASEMENT AREA = 2,007 SQUARE FEET (0.046 ACRES)” on a plan titled “Easement Plan of Land in Leicester Massachusetts” dated March 9, 2021, prepared by VHB, Inc. in consideration of Three Thousand One Hundred Fifty-Nine and 00/100 Dollar (\$3,159.00);
2. over, under, across and upon a portion of that land located at **22 Warren Avenue, Leicester, Massachusetts**, shown as “PROPOSED 15’ WIDE DRAIN EASEMENT AREA = 2,457 SQUARE FEET (0.056 ACRES)” on a plan titled “Easement Plan of Land in Leicester Massachusetts” dated March 9, 2021, prepared by VHB, Inc., in consideration of Four Thousand Two Hundred Sixty-Four and 00/100 Dollar (\$4,264.00); and
3. over, under, across and upon a portion of that land located at **14 Harberton Drive, Leicester, Massachusetts**, shown as “PROPOSED DRAIN EASEMENT AREA = 17,126 SQUARE FEET (0.393 ACRES)” on a plan titled “Easement Plan of Land in Leicester Massachusetts” dated May 5, 2021, prepared by VHB, Inc.,

or take any action thereon.

PROPOSED MOTION

I move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

There are three easements required to provide a path for stormwater runoff from the Fire Station property at 3 Paxton Street. Passage of these articles will allow this project to move forward.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds majority

ARTICLE 15 AMEND THE ZONING BYLAWS

To see if the Town will vote to amend Section 1.3 (Definitions) and Section 3.2.03 of the Zoning Bylaws, as listed in the Town Meeting warrant,

**Zoning Bylaw Amendments:
Marijuana Establishments
7/29/2021**

A. Amend Section 1.3 (Definitions), by inserting new definitions and amending existing definitions, as follows:

MARIJUANA COURIER: an entity licensed to deliver Finished Marijuana Products, Marijuana Accessories and Branded Goods directly to Consumers from a Marijuana Retailer, or directly to Registered Qualifying Patients or Caregivers from a Medical Marijuana Treatment Center, but is not authorized to sell Marijuana or Marijuana Products directly to Consumers, Registered Qualifying Patients or Caregivers and is not authorized to

Wholesale, Warehouse, Process, Repackage, or White Label. A Marijuana Courier is an additional license type under G.L. c. 94G, § 4(b)(1) that allows for limited delivery of marijuana or marijuana products to consumers; and shall not be considered to be a Marijuana Retailer under 935 CMR 500.002: Definitions or 935 CMR 500.050: Marijuana Establishments and shall be subject to 935 CMR 500.050(1)(b): Control Limitations.

MARIJUANA DELIVERY LICENSEE: an entity that is authorized to deliver marijuana and marijuana products directly to consumers and as permitted, Marijuana Couriers to patients and caregivers

MARIJUANA DELIVERY OPERATOR: an entity licensed to purchase at Wholesale and Warehouse Finished Marijuana Products acquired from a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative, and White Label, sell and deliver Finished Marijuana Products, Marijuana Accessories and Marijuana Branded Goods directly to Consumers, but is not authorized to Repackage Marijuana or Marijuana Products or operate a storefront under this license. A Delivery Operator is an additional license type under G.L. c. 94G, § 4(b)(1) that allows for limited delivery of Marijuana or Marijuana Products to Consumers; and shall not be considered to be a Marijuana Retailer under 935 CMR 500.002: Definitions or 935 CMR 500.050: Marijuana Establishments and shall be subject to 935 CMR 500.050(1)(b): Control Limitations.

MARIJUANA ESTABLISHMENT: a licensed Marijuana Cultivator, Marijuana Testing Facility, Marijuana Product Manufacturer, Marijuana Retailer, Marijuana Delivery Operator or any other type of licensed marijuana-related business or businesses at a single location except a medical marijuana treatment center.

MARIJUANA ESTABLISHMENT, NON-RETAIL: a marijuana establishment that does not involve on-site retail sales to consumers, including Marijuana Cultivators, Marijuana Product Manufacturers that only sell to Marijuana Establishments but not consumers, Marijuana Testing Facilities, and Marijuana Transportation or Distribution Facilities. Not to include Marijuana Outdoor Cultivator or Marijuana Delivery Operator. **[amended ATM 6/2/2020]**

MARIJUANA RETAILER, CONSUMER SALES ONLY: a marijuana establishment that involves on-site retail sales to consumers and may also involve delivery to consumers by Marijuana Courier, excluding Marijuana Social Consumption Operators.

B. Amend Section 3.2.03, by inserting new use #23 (and renumbering later uses), as follows:

3.2.03 BUSINESS		SA	R1	R2	B	CB	I	BI-A	HB-1 & HB-2
23.	<u>Marijuana Delivery Operator</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>	<u>SP</u>	<u>SP</u>	<u>SP</u>	<u>Y</u>

Or take any action relative thereto

ADVISORY COMMITTEE RECOMMENDATION

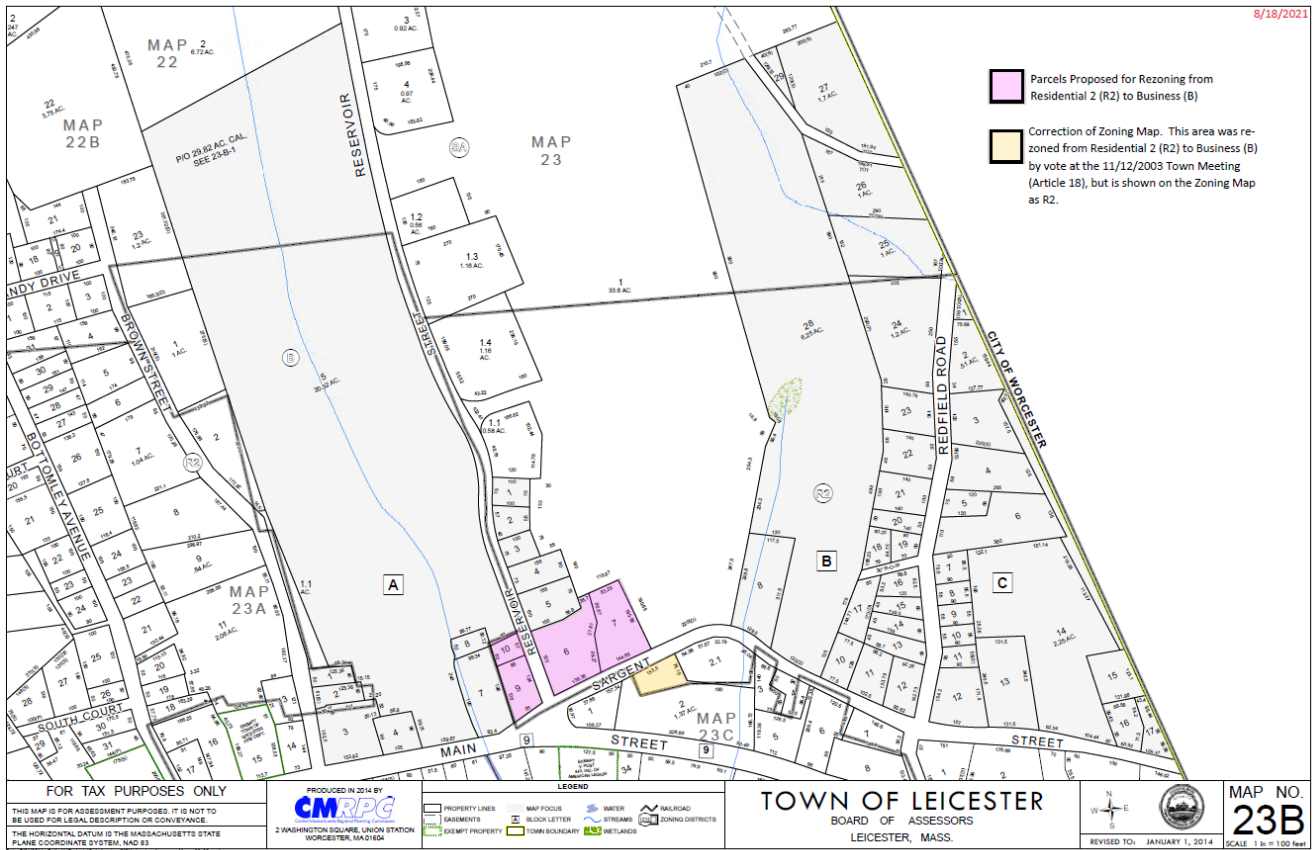
SELECT BOARD RECOMMENDATION

DESCRIPTION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G.L. c. 40A, §5

ARTICLE 16: AMENDMENT TO THE ZONING MAP

To see if the Town will vote to amend the Zoning Map to rezone the following parcels from Residential 2 (R2) to Business (B): 4, 18 & 18A Sargent Street, and 1 Reservoir Street (Assessors Map 23B, Parcels A9, A10, B6, & B7); and to correct an error on the Zoning Map to reflect a change from R2 to B approved 11/12/2003, Article 18 (affecting 146 Main Street/Map 23B, Parcel J2) so that the entire parcel is in the B district as intended or take any action relative thereto.



ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G.L. c. 40A, §5

***TOWN OF LEICESTER
FALL TOWN MEETING
October 26, 2021***

And you are hereby directed to serve this Annual Town Meeting Warrant by posting an attested copy in at least one public place in each precinct of the Town, on the Town Clerk's bulletin board, and on the bulletin board in the front entry of the Town Hall, and also by serving a copy of said Warrant to the Moderator and the Town Clerk, not less than fourteen (14) days before the 26th day of October 2021.

Given under our hand and seal of the Town on this _____ day of _____ 2021

Respectfully submitted, Leicester Select Board

Chair

Date: _____

Pursuant to above warrant, I have notified and warned the inhabitants of the Town of Leicester by posting a certified copy in the following precincts:

- Precinct 1. Leicester Post Office,
- Precinct 2. Redemption Center/Jan's Beer Mart,
- Precinct 3. Post Office in Rochdale,
- Precinct 4. Leicester Country Bank for Savings;

and on the Town Clerk's bulletin board, in the front entry of the Town Hall, with the Moderator, and with the Town Clerk, not less than fourteen (14) days before the 26th day of November, 2021

Printed Name of Constable

Signature of Constable



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR

Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7000 Fax: (508) 892-7070
www.leicesterma.org

October 4, 2021

To: Select Board
From: David Genereux, Town Administrator
RE: Town Administrator's report

The following is a report on the general activities of the Town Administrator through October 1, 2021.

Citizen issues: Topics discussed with various citizens

- Spoke with several individuals regarding Town Meeting and the Becker acquisition.

Meetings:

- Attended the goodbye party of long-time DIS Director Michelle Buck. I wish her the best in her new position.
- Attended an Advisory Committee meeting which covered the status of the EMS Department and the Town Meeting warrant.
- Attended the water/sewer meeting that featured the financial discussion by Weston and Sampson. These issues are going to be very challenging. The presentation of options will take place at a future meeting, likely towards the beginning of November.
- Moderated the Town Farm community outreach meeting. Seven members of the public attended.

Activities:

- Continued working on CARES reconciliation. It is now fully balanced with accounting. Three transaction need to be looked at, and then the final CARES drawdown can take place.
- Working on two issues regarding the Becker acquisition, both procedural. The first one is the special legislation that needs approval of the Board to void the notification process required by the Town's 2018 acceptance of MGL Chapter 53, Section 18B, and the advertisement that we did as part of the Becker meeting which referenced the original location of the Town meeting, which was later updated to the Becker Gym.
- Spent a large part of the week working on the Town Meeting warrant so that recommendations can be voted on Monday night.
- Spoke at length with the Auditor regarding a journal entry issue that occurred during the rush to certify free cash for the Becker Town Meeting. There is a \$66,859.79 journal entry that was meant to transfer funds from the school general fund budget to school Special Education stabilization. That entry did not happen, and those funds were closed to FY 2021 free cash. The auditor recommends that the Select Board and School Committee agree to transfer general fund surpluses in that amount to the School SPED Stabilization in FY 2022. This will be done by journal entry.
- I have been speaking with a number of individuals and organizations that are interested in the Memorial School or buildings on the Becker campus. It is too early for those discussions, but it will be interesting to see how this progress unfolds.
- Finalized contracts for the Fire Chief and the new Planner/DIS Director, both of whom are before the Board on October 4.
- Submitted a grant that may result in a six-week Smithsonian Museum exhibit at Becker next year, which pays tribute to small communities and farmers.

Please contact me with any questions.

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.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: (and d/b/a): TOWN OF LEICESTER - SPORTS PLANNING COMMITTEE		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code:	
Legal Address: (W-9, W-4): 3 WASHBURN SQUARE, LEICESTER, MA 01524		Business Mailing Address: 136 DAMON ROAD, NORTHAMPTON, MA 01060	
Contract Manager: DAWN MARTILLA	Phone: 207-249-5727	Billing Address (if different):	
E-Mail: EARTHCHASER@GMAIL.COM	Fax:	Contract Manager: AMANDA LEWIS	Phone: 617-645-8314
Contractor Vendor Code: VC		E-Mail: AMANDA.LEWIS@MASS.GOV	
Vendor Code Address ID (e.g. "AD001"): AD___ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
___ X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		___ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ___. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ 48,475.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
RECREATIONAL TRAILS PROGRAM GRANT: P22-3472-G25A BURNCOAT PARK TRAIL IMPROVEMENT PROJECT			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ___, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of ___, 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of DECEMBER 31, 2023 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title:

Telephone:

Fax:

Email:

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

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

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

X _____

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

MA Department of Conservation and Recreation
Sub-Recipient Monitoring Form
A-133 Audit Requirement

OMB Circular A-133 sets forth standards for obtaining consistency and uniformity among Federal Agencies for the audit of states, local governments and non-profit organizations expending federal awards.

Per 2CFR Section 215.26 non-federal audits section (a) recipients and subrecipients that are institutions of higher education or other non-profit organizations shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations.”

A-133, Sub part B, section 200 stipulates that non-federal entities that expend more than \$500,000 or more in a year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provision set forth in this part.

A Federal award means Federal Financial Assistance and Federal Cost-Reimbursement Contracts that non-federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. Federal awards do not include procurement contracts under grants or contracts used to buy goods or services from vendors.

1. Sub-Recipient Information:

Name: _____

Address: _____ City: _____

State: _____ Zip Code: _____

Contact Name: _____

Contact Phone #: _____

2. Current DCR Sub-Grant Information:

DCR Grant Program: (check)

___ Urban & Community Forestry Grant

___ Recreational Trails Grant

___ Volunteer Fire Assistance Grant

___ Other

Sub-Grant Project Name: _____

Sub-Grant Amount: _____

3. Did you expend > \$750,000 in federal awards in your last fiscal year? (circle one) YES or NO

MA Department of Conservation and Recreation
Sub-Recipient Monitoring Form
A-133 Audit Requirement

4. When was your last A-133 Audit? _____

What was the audit period? _____

5. Did you have any audit findings? (circle one) YES or NO

If YES – Were the audit findings related to MA DCR grants? (circle one) YES or NO

If YES please return a copy of your findings to MA DCR along with your Standard Contract Form and this Sub-Recipient Monitoring Form.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name: _____

Title: _____

Date: _____

(Check One): _____ Organization _____ Individual

Full Legal Organization or Individual Name: _____

Doing Business As: Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: ***Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108*** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.



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

Grant Award Recipient: Leicester Sports Planning Committee

Award Date:

Grant Contract ID: P22-3472-G25A

FAIN Number: RTP 2021

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

**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. _____ (*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. _____ (*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. _____ (*Initial Here*)

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

Authorized Signature

Date

Print Name

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

Appendix

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.

Appendix

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

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.

Appendix

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) _____

(Signature of Grantee) _____

(Title Of Authorized Signatory) _____

DATED _____

Appendix

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.

Appendix

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

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

(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.

Becker Field Use

Previous Events

- 9/2 – Varsity Football Scrimmage 2:30-5:30pm
- 9/7 – Girls Soccer 4:30-7pm
- 9/17 – Varsity and JV Field Hockey 3-6pm
- 9/24 – Varsity Boys Soccer – 6-9pm

Approved Events

- 10/4 – 2:30-6:30pm for Varsity & JV Field Hockey
- 11/26 – 8:30am-1:00pm for Varsity Football

Requested Events

- 10/16 – 6-10pm for the Leicester Spencer Raiders

SHARED WINTER STREETS GRANT

Town of Leicester – Bid Opening

Company Name: **Towtaid Sidewalk & Curbs** – Date of Bid Opening: **August 11, 2021 at 11:30am**

Company Name	Company Address	Bid Form Signed?	Bid Bond and Payment Bond?	Signed Certificate of Non-Collusion?	Acknowledgement of Addendums?	Total Bid
Cassidy Corp	53 Fondi Corp Haverhill, MA 01832	✓	✓	✓	N/A	\$169,989.00



Town of Leicester
Parks and Recreation Committee
59 Peter Salem Rd
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7021 Fax: (508) 892-7058
www.leicesterma.org

September 10, 2021

Dear Select Board members,

Parks and Rec. board respectfully requests 2 additional seats, for alternates, be added to our board.

Thank you for your time and consideration in this matter.



TOWN OF LEICESTER

Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

TELEPHONE: (508) 892-7016 • FAX: (508) 892-7506

www.leicesterma.org

September 27, 2021

Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

E-mail: cloutierr@leicesterma.org

The Camosse Family Foundation
10 E Baylies Road
Charlton, MA 01507

Dear Henry and Family:

Once again, your generosity has arrived just in time for us to put together a wonderful Veterans' breakfast. This \$1,000 donation will cover for us the costs involved with making certain that our Veterans, family members and all who come will be able to enjoy a very special time filled with gratitude. A lot of preparation goes into this event. This year it will be held on November 9th. Breakfast will be served at 9:00 a.m. The MOU/MIA remembrance ceremony begins at about 8:45 a.m. or just before breakfast is served. It would be our great honor if you and your family would consider attending this year. You would experience this moving and captivating event.

This year Worcester's South High JROTC will be performing the MIA/POW Remembrance Ceremony. Brigadier General John J. Driscoll, Commander of the Massachusetts Army National Guard will be our Guest Speaker. William (Bill) Moore, CEO of Project New Hope will serve as our Master of Ceremonies. There will be many notable individuals in attendance to honor our veterans.

Again, thank you so much. We are so grateful for your generosity.

Rachelle S. Cloutier, M.Ed.
Director of Elder Affairs

Cc: Board of Select persons/Town Administrator



TOWN OF LEICESTER

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www.leicesterma.org

September 27, 2021

Mr. William C. Hawes

Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

E-mail: cloutierr@leicesterma.org

Dear Mr. Hawes: Re Shannon Davis American Legion 205 donation

Thank you so very much for your generous donation of \$5,000.00 to our senior center. It was very kind of you to remember us. As you know the senior center (except for the last two years) has held a wonderful breakfast for our Veterans, family members and friends. This year, once again, we will be able to come together to honor those who sacrificed to keep us free.

As before, we will have our MOU/MIA remembrance ceremony. Our guest speaker will be Brigadier General John J. Driscoll who is Commander of the Massachusetts Army National Guard. Bill Moore of Project New Hope will be our Master of Ceremonies. We have several other special guests who have been invited.

It is my hope that you as a veteran will share our invitation to all who are veterans, family members and others who wish to attend. We only need a phone call so we will have some idea of how many will be here.

The breakfast will be held on Tuesday November 9. The MIA/POW ceremony will begin at about 8:45 and breakfast will be served at 9:00 a.m.

Again, thank you so much. We are so grateful for your generosity.

Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

Cc: Board of Select persons/Town Administrator

Motion
to Request Passage of Special Legislation

I move that the Town request the introduction and passage of special legislation in substantially the form attached hereto, which special legislation will ratify, validate and confirm the Town's September 21, 2021 special town election and all actions taken pursuant thereto.

VOTE OF THE SELECT BOARD
to Request Passage of Special Legislation

I, the Clerk of the Select Board of the Town of Leicester, Massachusetts, certify that at a meeting of the board held on October 4, 2021, of which meeting all members of the board were duly notified and at which a quorum was present, the following vote was passed by a vote of five (5) in the affirmative, zero (0) in the negative, and zero (0) abstaining, all of which appears upon the official record of the board in my custody:

Voted: that the Town request the introduction and passage of special legislation in substantially the form attached hereto, which special legislation will ratify, validate and confirm the Town's September 21, 2021 special town election and all actions taken pursuant thereto.

I further certify that the vote was taken at a meeting open to the public, that the vote was not taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above vote) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the vote were taken in executive session, all in accordance with G.L. c.30A, §§18-25.

Dated: October 4, 2021

Clerk of the Select Board



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR

Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7000 Fax: (508) 892-7070
www.leicesterma.org

October 4, 2021

The Honorable David LeBoeuf
State Senator
State House, Room 146-A
Boston, Massachusetts 02133

Dear Senator Moore:

We are writing to formally ask for your assistance in forwarding a request to the Governor's office for Governor Baker to file on the Town's behalf validating legislation to ratify the actions taken by the Town at the September 21, 2021 special town election.

The proposed corrective legislation (enclosed) was drafted by the Town's bond counsel, Locke Lord LLP. Bond counsel has explained that this legislation is necessary because the provisions of Section 18B of Chapter 53 of the General Laws were not met. Section 18B of Chapter 53 requires an election ballot to state the full text of each ballot question along with a fair and concise summary of the question and arguments in favor and against. In addition, this information must be sent to each household wherein a person whose name appears on the current voting list and be open for public inspection at the office of the Town Clerk.

The substance of the ballot question was as follows:

Shall the Town of Leicester be allowed to exempt the provisions of the proposition two and one-half, so-called the amounts required to pay for the \$19,900,000 bond issued in order to finance the acquisition, and other associated costs of the former Becker College Campus?

The ballot question was approved by a vote of 1222 to 205.

As always, we appreciate your assistance. The Town has exercised an Option to Purchase with Becker College which requires that the purchase be completed by December 31, 2021. Since the Town needs to borrow funds to undertake this significant project as soon as possible, any efforts you can make to expedite passage of this bill ASAP would be of tremendous help to the Town.

If you have any questions on this matter, please let us know. Thank you.

Sincerely,

Richard Antanavica – Select Board Chair

Dianna Provencher - Member

John Shocik – First Vice-Chair

Allan Phillips - Member

Herb Duggan – Second Vice Chair

AN ACT VALIDATING THE RESULTS OF THE SPECIAL ELECTION HELD IN THE TOWN OF LEICESTER ON SEPTEMBER 21, 2021.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Whereas, the deferred operation of this act would tend to defeat its purpose, which is to validate the actions taken by the Town of Leicester at its special town election held on September 21, 2021, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

SECTION 1. Notwithstanding any general or special law to the contrary, all acts and proceedings taken by the Town of Leicester at the special town election held on September 21, 2021 and all actions taken pursuant thereto are hereby ratified, validated and confirmed, notwithstanding any failure to comply with the provisions of section 18B of chapter 53 of the General Laws relating to the printing and making available of certain voter information prior to the election.

SECTION 2. This act shall take effect upon its passage.



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR

Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7000 Fax: (508) 892-7070
www.leicesterma.org

October 4, 2021

The Honorable Michael Moore
State Senator
State House, Room 109-B
Boston, Massachusetts 02133

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SECTION 2. This act shall take effect upon its passage.

**SELECT BOARD MEETING MINUTES
SEPTEMBER 27, 2021 AT 6:00PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

CALL TO ORDER/OPENING

Chair Antanavica called the meeting to order at 6:01pm. Chair Rick Antanavica, Vice-Chair John Shocik, Second Vice-Chair Herb Duggan Jr., Selectman Dianna Provencher, Town Administrator David Genereux and Assistant Town Administrator Kristen Forsberg were in attendance. Selectman Allen Phillips participated virtually.

1. SCHEDULED ITEMS

a. 6:00pm - Discussion/Vote EMS Compensation Rates & Fees

Interim EMS Director Brian Kelley discussed a proposed increase to the flat ambulance fee and proposed adding an itemized fee rate. These rate changes would have increased revenues by approximately \$120,000 last year if implemented. Mr. Kelley also discussed his goal of staffing the ambulances with a 60/40 ratio of paramedics to EMTs for patient safety and care which also would have generated an additional \$180,000 in revenue. These changes alone could amount to an additional \$300,000 per year in additional revenue.

Mr. Kelley also discussed a request to upgrade the EMS reporting software to ESO (used by the fire department currently) at a cost of \$6,000 per year plus \$4,000 in startup costs. The new software would allow for employees to submit ambulance reports offsite (e.g. from home). The currently system requires use of a specific computer in the station and only two employees can be logged in at one time. The ESO system has unlimited users as it is cloud based. By using the same program as the Fire Department, there would be savings generated as the Town would not have to pay for integration with dispatch as this already exists. Mr. Kelley noted that employees are submitting reports in a more timely fashion but there are still issues that are being worked out.

Mr. Kelley stated that projected FY22 revenues using 230 transports less than FY21, a 50 ALS/50 BLS ratio, and the new billing rates with itemized billing could result in \$764,000 in revenue, conservatively.

Motion 092721-1a-RI: A motion was made by Mr. Shocik and seconded by Mr. Duggan to adopt the proposed ambulance rates as stated effective October 1st. Under discussion, Mr. Kelley noted that the last rate increase was July 1, 2018 and the Town has never done itemized billing before. Roll call: 5:0:0.

JS, HD in 2021 proposal rates – effective October 1st

Mr. Kelley next discussed a proposal to increase pay rates. Paramedics are only picking up 40% of the day shifts and none of the night shifts. The Town currently pays paramedics with 3 years of experience \$20.05/hr. Recent job postings are hiring paramedics with no experience at between \$22-\$24/hr and some are significantly higher than that. Leicester's night paramedics average out to \$15/hr. Mr. Kelley proposed starting EMTs at \$17/hr, AEMTs at \$20/hr and Paramedics at \$23 then going up from there based on years of service. He also proposed bonuses for on call for second and subsequent occurring medicals, holidays, and storms.

Motion 092721-1a-PI: A motion was made by Mr. Shocik and seconded by Ms. Provencher to adopt the pay rate changes as stated effective November 1st. Roll call: 4:0:1 (Mr. Phillips abstained)

Motion 092721-1a-PT: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the internal posting of a part time benefited paramedic position to increase coverage. Under discussion, it was noted that this position is already budgeted for as the individual in this position stepped down. The position would be for 30 hours a week on average. Roll call: 5:0:0.

2. RESIGNATIONS/APPOINTMENTS

a. Appointment – DIS Director

This item was passed over

3. OTHER BUSINESS

a. Vote on LHS Becker Field Use Requests

Motion 092721-3a: A motion was made by Ms. Provencher and seconded by Mr. Duggan to authorize the use of the Becker fields on 10/4 from 2:30-6:30pm for Varsity & JV Field Hockey and on 11/26 (or 11/25, whichever day is correct) from 8:30am-1:00pm for Varsity Football. Under discussion, the Chair noted the 9/2 game was not approved by the Board and someone got injured. The Board wants to approval all use of the fields so they are aware of what is happening on the property. Roll call: 5:0:0

b. Vote on Notice to Exercise the option to purchase the Becker College campus

Motion 092721-3b: A motion was made by Ms. Provencher and seconded by Mr. Shocik to authorize Town Counsel to provide notice to counsel for Becker College that the Town is exercising its Option to Purchase the land, buildings and improvements thereon, as authorized by the voters of the Town of Leicester. Roll call: 5:0:0

4. MINUTES

a. September 20, 2021

Motion 092721-4a: A motion was made by Mr. Shocik and seconded by Ms. Provencher to approve the minutes of September 20, 2021. Roll call: 5:0:0

5. EXECUTIVE SESSION

a. Conduct strategy sessions in preparation for negotiations with nonunion personnel pursuant to MGL Chapter 30A, Section 21(a)(2) and (7) (Fire Chief)

Motion 092721-5a: A motion was made by Mr. Antanavica and seconded by Ms. Provencher to enter into executive session under MGL Chapter 30A, Section 21(a)(2) and (7) to conduct strategies in preparation for negotiations with nonunion personnel. The Chair declared that to discuss these matters in open session would compromise the position of the Town. Roll call: 5:0:0

Motion 092721-6: A motion to adjourn was made by Ms. Provencher and seconded by Mr. Shocik at 8:41pm. Roll call: 5:0:0.

**SELECT BOARD MEETING MINUTES
SEPTEMBER 28, 2021 at 6:00PM
SELECT BOARD CONFERENCE ROOM, TOWN HALL**

CALL TO ORDER/OPENING

Chair Antanavica called the meeting to order at 6:05pm. Chair Rick Antanavica, Vice-Chair John Shocik, Second Vice-Chair Herb Duggan Jr., Selectman Dianna Provencher, Selectman Allen Phillips, Town Administrator David Genereux and Assistant Town Administrator Kristen Forsberg were in attendance.

1. Weston & Sampson Report – Financial Discussion

The purpose of this meeting was to discuss the financial analysis of the districts. Representatives from Weston and Sampson summarized the findings of their analysis including:

- Dave Fox with Raftelis Financial Consultants Inc. discussed the rate setting process. A rate study is conducted which looks at financial goals and pricing objectives, evaluating the capital plan and analyzing cash flow, designing the rate to recoup the necessary funds to accomplish the goals and holding a public hearing to adopt the rate. Districts should strive to have a multi-year financial plan. It is understood the financials will never be perfectly accurate, but the goal is to try and get them as close to reality as possible. The water and sewer industry is extremely capital intensive and how to pay for these high costs is a challenge. There should be a stabilization account which save for emergencies. Rate design considerations include fixed charges by meter size, fire protection charges (infrastructure needed to respond to a fire event) and lifeline rates. Community and stakeholder engagement is key, and it is important to explain why rates need to be increased. Outside funding including loans, grants and state and federal stimulus funds should be explored.
- Mr. Fox discussed the annual water and sewer bills across the 3 districts. Leicester Water and Hillcrest are in line with other similar communities. Cherry Valley Rochdale Water District is higher than average.
- Leicester Water Supply District (LWSD) is generally in good financial shape. They have good reserve fund levels and metrics generally show customer bills are affordable. The typical annual bill is \$574. LWSD has some significant capital improvements needs. To finance these necessary improvements, average annual rate increase of approximately 6% are estimated over the next 10 years. On the sewer side is also generally in good financial shape and faces similar needs for significant future capital investment. The typical annual bill is \$551. Average annual rate increases of approximately 7% are estimated over the next 10 years.
- Hillcrest Water District is generally in good financial shape. They have good reserve fund levels and metrics generally show customer bills are affordable. The typical annual bill is \$480. In this district, relatively high fixed costs will limit the district's ability to control bills. Average annual rate increases of approximately 5% are estimated over the next 10 years. On the sewer side, the financial and capital situation is very similar. The typical annual bill is \$540. Average annual rate increases of approximately 4% are estimated over the next 10 years.
- Cherry Valley Rochdale Water District is in good financial shape with good reserve fund levels but they have a higher than annual water bill. The typical annual bill is \$998 and is on the board of unaffordable. Issues include the need to finance significant future capital investment and reliance on the City of Worcester. Average annual rate increases of approximately 5% are estimated over the next 10 years.
- Cherry Valley Sewer District is significantly burdened by debt service and wholesale obligations. Recently, USDA approved refinancing of their loans which will save \$160K per year, or an

approximate 18% annual reduction in revenue requirements. The typical annual bill is \$1,929. Annual rate increases of approximately 8% are estimated over the next 10 years.

- Oxford Rochdale Sewer District's rates are also driven by financing necessary capital investments. The typical annual bill is \$440 and average annual rates increases of approximately 5% are estimated over the next 10 years.
- Mr. Fox discussed the various consolidation options that are being explored and will be discussed at the final public meeting. Efficiencies as a result of consolidation could save 1/4 to 1/3 of current costs. Consolidation will raise bills for the other district customers and lower bills for Cherry Valley Rochdale Water District and Cherry Valley Sewer District customers. It would ultimately result in everyone in town who is on water and sewer being charged the same rates. This analysis does not take into account a significant increase in new customers, if that were to happen.
- CVRWD/CVSD Superintendent Ben Morris discussed the sewer debt service of \$310,028 which represents approximately 37% of the operating costs in the budget.

2. Public Discussion

Board members and the public discussed a possible State bailout, working with the City of Worcester to lower the rates, using local and/or State ARPA funding to pay off the Cherry Valley Sewer District debt which would result in rate reductions, the need for outside funding, difficulties with asking residents to pay more for the same service, options if the districts do not consolidate and paying down the debt for all districts with ARPA funding.

A motion to adjourn was made by Ms. Provencher and seconded by Mr. Duggan at 8:12pm. Motion carries: 5:0:0.