

**Buckland Select Board
Meeting Minutes
February 8, 2022 5:30 p.m.
Meeting Via Zoom**

Listing of Topics

Appointments

5:30 p.m. - State Representative Natalie Blais

6:00 p.m. - Recreation Committee, Town Pool Update

Agenda Items

- > Reorganization
- > Select Board Appointments
- > Historic Commission Appointment, David Parrella
- > Shared Police Service update
- > Senior Center District update
- > Community Fridge/Pantry

Documents to Sign

- > Linda Marcotte, Interim Treasurer/ Collector
- > Holdovers, Mass DOT Permit support letter
- > Exec. Office of Public Safety & Security MOA for State Police Dispatching Services
- > Air Sensor Grant Agreement
- > Local Cultural Council Program Grant Agreement
- > Green Communities Grant Agreement
- > Vocational Educational Support letter to Auditor S. Bump
- > Firehouse Studio License Agreement for Parking
- > Common Victualars Licenses
- > Minutes for January 25, 2022

Items Not Reasonably Anticipated by Chair 48 Hours in Advance of Meeting

Select Board Member Concerns

Town Administrator's Report

Public Comment

Volunteer Recognition

Attendees

Barry Del Castillo - Select Board Chair

Clinton Phillips - Select Board Vice Chair

Heather Butler - Town Administrator

Mary Bolduc - Boards' Clerk
 Zachary Turner - Former Select Board Chair
 James Sullivan - Falls Cable
 Byron Kuth - Kuth Ranieri Architects
 Elizabeth Ranieri - Kuth Ranieri Architects
 Rob Marcalow - Kuth Ranieri Architects
 Natalie Blais - State Representative
 Cindy Schwartz - Recreation Committee/Pool Design Committee
 Pamela Guyette - Director of Assessing/Pool Design Committee
 Larry Langford - Finance Committee
 Andrea Donlon - Resident
 Marilyn Kelsey - Resident

Meeting

Mr. Del Castilho opened the meeting at 5:30 p.m.

Appointments

5:30 p.m. - State Representative Natalie Blais - Representative Blais addressed the Board with a comprehensive update/overview of current initiatives and legislation. Her presentation included, but was not limited to, the Rural Schools Commission, digital equity, unpaved roads bill, and municipal building and public safety. She complimented Town Administrator Butler for her tireless and successful efforts in securing grant funds for Buckland, and asked Board members how she could best support their efforts going forward. Mr. Del Castilho inquired about school budget/funding; Ms. Blais responded. Ms. Butler reminded everyone that our senator and representative are only a phone call or email away. Office hours for Ms. Blais are forthcoming.

6:00 p.m. Recreation Committee, Town Pool Update - Ms. Schwartz opened the presentation by stating that the Committee is very excited about the pool project which has been six years in the making. She turned the presentation over to the architects of Kuth Ranieri, with whom the pool design committee has been working to arrive at the proposed pool complex.

Mr. Rob Marcalow screen shared the prospectus for the project, complete with views of the former pool, current parking and playground areas, graphics depicting sun exposure throughout the day, access to the pool, plans for the new pool house and options for building materials. He presented a schematic of the new pool design, explaining pool depth and how it increased across the length of the pool, and a floor plan of the new building outlining restrooms, changing areas, concession, outdoor showers, storage, costs, vegetative plantings and the option for solar installation in the future.

Byron Kuth reported that all demographics were considered in the design. Mr. Del Castilho referenced that there is no separate wading pool, and no apparent separation between pool depths. Mr. Marcalow responded with visual cues such as hand rails and buoy ropes that will draw attention to deeper water. Mr. Del Castilho also inquired about

the extent of research done for similar projects with respect to the building and the pool. Mr. Marcalow responded.

Mr. Phillips asked Ms. Schwartz and Ms. Guyette of the pool design committee if this plan will still be adequate to serve the town's needs 15 - 20 years from now; they are confident it will.

Public comments in the Zoom Chat asked about what will become of the old building, and questioned the absence of a diving board. The old building will remain to serve as storage and for summer camp. The depth requirements for diving ruled out having a diving board. Andrea Donlon expressed concern over the lack of a diving board and no options for lap swimming. She also asked about pool entrance relative to the playground area and access to rest rooms while using only the playground. Ms. Schwartz and members of the design team weighed in on answering Ms. Donlon's concerns: restroom facilities will be available, not on a "pay to use" basis, and providing for lap swimming was not affordable, though plans will be made for adult swim time. Ms. Schwartz reported that she had recently walked the perimeter of the pool and marked it with spray paint for anyone who wants to stop by for a visualization. Mr. Marcalow reminded everyone that construction must start by June 30, 2022 per the terms of the grant money.

Between appointments, Mr. Del Castilho recognized Zachary Turner for his service to Buckland, emphasizing his impressive meeting preparation, single use plastics initiative, and extensive knowledge of buildings, roads, and people; in summation, how much he cared for Buckland. Mr. Turner expressed his pleasure and fulfillment in serving and thanked all who shared in his journey; past and present Board members, Ms. Butler, the residents of Buckland, and his wife. Mr. Turner, currently volunteering his time to oversee highway crew/operations, recapped the condition of highway equipment, particularly the backhoe and loader. He emphasized the need to replace them due to costly repairs, and also called attention to the expense of salt this year. Though great care was made to minimize expense, icy conditions necessitated salting the roads. He also gave a shout out to the highway crew for the excellent job they are doing in spite of staffing and the difficulties posed by winter weather. Larry Langford of the finance committee concurred with the equipment assessment and stated that Ms. Butler has the Collins Center helping with capital expenses. Mr. Del Castilho asked about Chapter 90 funding, but Mr. Turner responded that it did not go far and that the roads themselves would use what is available. He will triage road conditions/repair/replacement and try to update the plans left by Steve Daby and Jake Purinton. He reported that some roads may have to revert back to gravel due to lack of funding for maintenance and repair of paved roads.

Agenda Items

Reorganization - Mr. Phillips nominated Mr. Del Castilho as Select Board Chair; Mr. Del Castilho seconded the nomination. Vote in favor of the nomination: Phillips, yes; Del Castilho, yes.

Select Board Appointments - Mr. Del Castilho will serve as Senior Center liaison, and Mr. Phillips will serve on the Screening Committee.

Historical Commission Appointment - Mr. Phillips moved to appoint David Parrella to the position on the Historical Commission, seconded by Mr. Del Castilho. Vote in favor of the motion: Phillips, yes; Del Castilho, yes.

Shared Police Service update - Mr. Del Castilho reported; his overview and results of recent meetings are covered in "Shared Police Administration Interim Agreement Draft", available on the town website as an attachment to this meeting. Ms. Butler added that she did not come away thinking that anyone involved did not want to pursue shared services and that there is no rush to a long term solution. She is also seeking professional guidance from the Collins Center. Mr. Phillips asked Mr. Del Castilho when the towns would move forward on an MOU; Mr. Del Castilho replied perhaps in four weeks. Mr. Phillips stated that he agreed with all information given by Mr. Del Castilho and Ms. Butler, and that Buckland definitely needs to proceed. In answer to a question regarding public input by Mr. Phillips, Mr. Del Castilho stated that as the process moves forward there will be forums for the purpose of public outreach and to solicit input. Interviews for the police department are scheduled; the committee will consist of Mr. Del Castilho, Chief Bardwell, Acting Chief Gilmore, Mr. Phillips, and a member of the finance committee. No vote on this agenda item was necessary.

Senior Center District update - A copy of "West County Senior Center Summary and Draft Agreement" is available on the town website as an attachment to this meeting. Mr. Del Castilho reported, and introduced his comments by raising the question of whether or not we need the district, acknowledging that *something* is needed, but what is that exactly. The committee has looked at other ownership possibilities and their pros and cons. Regarding the district, all three towns of Ashfield, Buckland, and Shelburne would have to agree and vote on exact wording. A joint three select board meeting has been proposed. Mr. Phillips asked Mr. Del Castilho how he felt about the proposed district. Mr. Del Castilho replied that he is personally excited about it and stated it could be a model of collaboration for the whole state. Ms. Marilyn Kelsey, when asked for comment by Mr. Del Castilho, stated that she is not in favor of the district. She also expressed concern about information provided to residents, noting that not everyone uses the internet. She proposed a mailing to residents which Mr. Del Castilho responded was time consuming and costly. Ms. Kelsey countered that compared to architectural studies/reports, a mailing is much less expensive. Mr. Del Castilho will include her concerns in senior center meetings/discussions.

Community Fridge/Pantry - Buckland has been hosting this service in a small enclosure located in the alleyway between Town Hall and Buckland Pizza. Ms. Butler explained issues with clearing snow to make the fridge/pantry available. The construction of a small shed with an overhang has been proposed, and with those improvements made, can the service remain in its current location? Discussion followed including ongoing shoveling responsibilities, the possibility of a motion sensor light for night access, and plans for the shed enclosure to be made such that the structure is not permanent and

can be moved if necessary. It was noted that thus far the cost of electricity for the refrigeration unit has not been a financial burden to the town. No vote was necessary on this agenda item, just discussion and input. A document regarding this is available on the town website as an attachment to this meeting.

Documents to Sign - Documents are available on the town website as an attachment to this meeting.

Appointment Letter, Linda Marcotte, Interim Treasurer/Collector - Mr. Del Castillo moved for Ms. Butler to appoint Ms. Marcotte, seconded by Mr. Phillips. Vote in favor of motion: Phillips, yes; Del Castilho, yes.

Holdovers, Mass DOT Permit support letter - Ms. Butler advised approving the letter, and stated that Mr. Phillips will be the "go to" person. Mr. Phillips moved to sign, seconded by Mr. Del Castilho. Brief Board discussion followed. Vote in favor of the motion: Phillips, yes; Del Castilho, yes.

Executive Office of Public Safety & Security MOA for State Police Dispatching Services - Ms. Butler explained that this is a 5 year renewal. Mr. Phillips moved to sign, seconded by Mr. Del Castilho. Vote in favor of the motion: Phillips, yes; Del Castilho, yes.

Air Sensor Grant Agreement - Ms. Butler recapped the sensor grant criteria of power and wi-fi availability for placement of sensors, and stated that input from residents is being solicited. Following a brief discussion, Mr. Del Castilho moved to sign, seconded by Mr. Phillips. Vote in favor of motion: Phillips, yes; Del Castilho, yes.

Local Cultural Council Program Grant Agreement - Council co-chairs signed and are requesting signature of Select Board Chair. Mr. Del Castilho moved for the Chair to sign, seconded by Mr. Phillips. Vote in favor of the motion: Phillips, yes; Del Castilho, yes.

Green Communities Grant Agreement - Motion is for the Select Board Chair to accept \$5,000. 00 toward a hybrid cruiser; Mr. Phillips so moved, seconded by Mr. Del Castilho. Vote in favor of the motion: Phillips, yes; Del Castilho, yes.

Vocational Educational Support Letter to Auditor S. Bump - Ms. Butler recapped finances for vocational education and transportation. Letter is to have DESE review how vocational education is funded. Mr. Phillips moved for Chair to sign, seconded by Mr. Del Castilho. Vote in favor of motion: Phillips, yes; Del Castilho, yes.

Firehouse Studio license agreement for parking - Following a brief Board discussion on how best to use/improve the strip of land in question, Mr. Del Castilho moved to sign. Mr. Phillips seconded but stated his concern regarding the construction of stairs. Ms. Butler explained the certificate of insurance, and the fact that town counsel drafted the agreement. Vote in favor of the motion: Phillips, yes; Del Castilho, yes.

Common Victualars Licenses - Formerly only establishments serving alcoholic beverages were licensed; now all food vending establishments are included. Ms. Guyette weighed in, explaining that she revamped the license format. Licenses for vote were West End Pub, McCusker's Market, Buckland Pizza, and Neighbors. Mr. Phillips moved to sign/approve the licenses, seconded by Mr. Del Castilho. Vote in favor of the motion: Phillips, yes; Del Castilho, yes.

Minutes for January 25, 2022 - Mr. Del Castilho moved to sign/approve, seconded by Mr. Phillips. Vote in favor of the motion: Phillips, yes; Del Castilho, yes.

At this time, Mr. Del Castilho referred back to previous Agenda Item of Reorganization, and nominated Mr. Phillips as Select Board Vice-chair. Mr. Phillips seconded the nomination. Vote in favor of nomination: Phillips, yes; Del Castilho, yes.

Select Board Member Concerns - Mr. Phillips stated his concerns regarding constable positions in relation to police reform. Ms. Butler responded that the next Select Board meeting will present the Annual Town Election Warrant and this subject will be addressed at that time.

Town Administrator's Report - Ms. Butler reported that at the COVID Task Force meeting, the Board of Health was asked for their next agenda to include whether or not to open Town Hall, as well as recommendations for resuming in person board/committee meetings.

Public Comment - Ms. Marilyn Kelsey stated her surprise at Mr. Del Castilho's support of the Senior Center District; she does not support it. She asked how her voice could be heard. Mr. Del Castilho gave her options for expressing her views and offered to discuss the matter with her in person.

Volunteer Recognition - Mr. Turner was recognized for his continued service to the Town of Buckland as interim highway consultant/go-to person until a new foreman/supervisor is hired. Mr. Del Castilho also recognized all who are helping senior citizens and those who need assistance keeping sidewalks clear of ice and snow.

Announcements- Nomination papers for positions to be filled in the annual election are available from the Town Clerk; all pertinent filing dates and information are available in that office. All those elected will assume office the day after the election.

There is a follow up to the Village Summit on the town website.

A reminder was given regarding the importance of completing and submitting town census forms.

With no further business, Mr. Phillips moved to adjourn, seconded by Mr. Del Castilho. Vote in favor of the motion: Philips, yes; Del Castilho, yes. Meeting adjourned at 8:02 p.m.

Respectfully Submitted by Mary Bolduc, Boards' Clerk, February 22, 2022

Signed:

Barry Del Castilho



Clinton Phillips



**BUCKLAND SELECT BOARD
NOTICE OF MEETING
Buckland Town Hall
17 State Street
Shelburne Falls, MA 01370**

**Tuesday, Feb. 8, 2022
5:30 p.m.**

**Join Zoom Meeting
<https://us02web.zoom.us/j/83488629259>**

**Meeting ID: 834 8862 9259
One tap mobile
+16465588656,,83488629259# US (New York)**

**Dial by your location
+1 646 558 8656 US (New York)
Meeting ID: 834 8862 9259
Find your local number: <https://us02web.zoom.us/j/k6M4lwh6v>**

AGENDA

Listing of Topics

1. Appointments

- a. 5:30 p.m. State Rep. Natalie Blais
- b. 6:00 p.m. Recreation Committee, Town Pool update

2. Agenda Items

- a. Reorganization
- b. Selectboard Appointments
- c. Historic Commission Appointment, David Parrella
- d. Shared Police Service update
- e. Senior Center District update
- f. Community Fridge / Pantry

3. Documents to Sign

- a. Appointment Letter, Linda Marcotte, Interim Treasurer / Collector
 - b. Holdovers, MassDOT Permit support letter
 - c. Exec. Office of Public Safety & Security MOA for State Police Dispatching Svs.
 - d. Air Sensor Grant Agreement
 - e. Local Cultural Council Program Grant Agreement
 - f. Green Communities Grant Agreement
 - g. Vocational Educational Support Ltr to Auditor S. Bump
 - h. Firehouse Studio license agreement for parking
 - i. Common Victualars Licenses
 - j. Minutes Jan. 25, 2022
- 4. Items Not Reasonably Anticipated by Chair 48 Hours in Advance of Meeting
 - 5. Select Board Member Concerns:
 - 6. Town Administrator's Report:
 - 7. Public Comment:
 - 8. Volunteer Recognition:
 - 9. Announcements:

**CONTRACT FOR
DESIGNER SERVICES**

PROJECT TITLE

Buckland Pool Project Designer Services

LOCATION

BUCKLAND RECREATION AREA
66 ASHFIELD ROAD (ROUTE 112)
BUCKLAND MA

This agreement is made the seventeenth day of DECEMBER in the year 2021, between The Town of BUCKLAND (hereinafter the "Owner" or "TOWN") and KUTH RANIERI ARCHITECTS, LLP, doing business at 32A FRANKLIN ST., SUITE 2, FRANKLIN, MA 02038, Telephone: 508-538-9611 (hereinafter the "Designer" or "Architect")

The Owner's Designated Representative under this Contract is:

Name: HEATHER BUTLER

Position/Title: TOWN ADMINISTRATOR/ TOWN OF BUCKLAND, MA

Address: 17 STATE STREET- BUCKLAND, SHELBURNE FALLS, MA 01370

Telephone 413-625-6330 Fax 413-625-8570

Email: townadmin@town.buckland.ma.us

The Designer's Designated Representative under this Contract is:

Name: ROBERT MARCALOW, AIA

Position/Title: PROJECT MANAGER

Email: rmarcalow@kuthranieri.com

Telephone (cell): 413-824-9978

ARTICLE 1: DEFINITION OF TERMS

- 1.1 **CONTRACT DOCUMENTS** - this document, any attachments thereto and the Documents listed in Section 37 herein.
- 1.2 **GENERAL LAWS** - the General Laws of the Commonwealth as amended including any rules, regulations and administrative procedures implementing said laws.
- 1.3 **PROJECT** - the Project, which is entitled and described within.
- 1.4 **OWNER'S DESIGNATED REPRESENTATIVE** - the individual who is authorized to act on the Owner's behalf with respect to the Project.
- 1.5 **DESIGNER'S DESIGNATED REPRESENTATIVE** - the individual who is authorized to act on the Designer's behalf with respect to the Project.
- 1.6 **PRINCIPALS** - the Designer's registered Architects or Engineers.
- 1.7 **APPROVAL OF THE OWNER** - a written communication from the Owner's Designated Representative to the Designer expressing the Owner's approval of services or documents prepared by the Designer, which communication in no way relieves the Designer from responsibilities under this Contract. The Owner's approval of drawings, designs, specifications, reports, and incidental engineering services or materials furnished hereunder shall not in any way relieve the Designer of responsibility for the technical adequacy of his/her services.
- 1.8 **NOTICE TO PROCEED** - a written communication from the Owner's Designated Representative, which constitutes an essential condition of this Contract, authorizing the Designer to perform the services for the project phase to which such notice shall relate.
- 1.9 **SUBMITTAL DATES** - those dates referred to in the Notice to Proceed or any subsequent amendment thereto.
- 1.10 **CONSTRUCTION CONTRACT** - the Contract for Construction of the Project including all documents incorporated by reference in addition to all plans, specifications and drawings, modifications, and change orders.
- 1.11 **TOTAL CONSTRUCTION COST** - the sum of (1) the actual construction contract award price and (2) each authorized change order, which revises the construction contract award price.
- 1.12 **RECORD DRAWINGS** - record drawings shall consist of all the contract drawings, which are incorporated herein by reference.

ARTICLE 2: PROJECT BUDGET AND TIME PARAMETERS

- 2.1 The Owner's total budget for the Designer's compensation is set at a fixed fee of ONE HUNDRED SIXTY-EIGHT THOUSAND DOLLARS (\$168,000) inclusive of direct costs/reimbursable expenses.
- 2.2 The Owner's schedule for the Project calls for the following milestones to be met by the specified dates:

<u>Milestone</u>	<u>Date</u>
SCHEMATIC DESIGN PACKAGE	FEBRUARY 1, 2022
NOTICE OF INTENT	FEBRUARY 14, 2022
DESIGN DEVELOPMENT PACKAGE	APRIL 1, 2022
100% CONSTRUCTION DOCUMENTS	MAY 1, 2022
PROJECT ISSUED FOR BIDS	MAY 15, 2022
BID OPENING	JUNE 15, 2022
COMMENCEMENT OF CONSTRUCTION	BY JUNE 30, 2022
PROJECT COMPLETION	JANUARY, 2023 ANTICIPATED

- 2.3 This Contract will commence on the date of the Notice to Proceed and terminate on March 1, 2023 unless extended in writing by agreement of the parties or terminated pursuant to Article 18 herein.

ARTICLE 3: SCOPE OF SERVICES

The Designer shall perform professional services in accordance with Attachment A, Scope of Services, unless modified by an executed Change Order, and any other attachments hereto detailing services to be performed by the Designer, which are incorporated herein by reference.

ARTICLE 4: KEY PERSONNEL

The Designer represents that the key individual(s) named below in this section will be assigned to the performance of the Designer's obligations under this Contract. The key individuals shall be available for the duration of the Contract. These individuals include staff from other firms in partnership with the Designer.

<u>Name and Title</u>	<u>Discipline</u>	<u>Project Role</u>
ELIZABETH RANIERI	ARCHITECTURE	PRINCIPAL IN CHARGE
ROBERT MARCALOW	ARCHITECTURE	PROJECT MANAGER
JUSTIN CARON/AQUATIC DESIGN GP	AQUATIC DESIGN	KEY CONSULTANT
CHRIS STODDARD/STODDARD ENGRG	CIVIL ENGINEERING	KEY CONSULTANT
RICHARD PARKS III/ WV ENGRG	MECHANICAL ENGRG	KEY CONSULTANT
CHARLES HERR/ WV ENGRG	ELECTRICAL ENGRG	KEY CONSULTANT
AARON FORD / LA FUESS PARTNERS	STRUCTURAL ENGRG	KEY CONSULTANT
PETER BRADLEY/PM &C	COST ESTIMATING	KEY CONSULTANT
JOSEPH HENRY/PUTNAM ASSOC.	SPECIFICATIONS	KEY CONSULTANT

- 4.1 The services of each named individual shall be required unless the individual becomes unavailable for one of the following reasons: death, disability, or termination of the underlying employment relationship.
- 4.2 If a key individual named in this section becomes unavailable for any of the above reasons the Designer shall give the Owner's Designated Representative the résumé of a proposed replacement and offer the Owner the opportunity to interview the proposed replacement. If the Owner is not reasonably satisfied that the proposed replacement has comparable ability and experience she/he shall notify the Designer in writing. The Designer shall then propose another replacement and the above process shall be repeated until a proposed replacement shall be approved by the Owner.
- 4.3 The Owner shall have the right to require the Designer to remove any key individual from his or her assignment to this Contract for cause. The key individual shall receive reasonable notice of any such action.

ARTICLE 5: RESPONSIBILITIES OF THE OWNER

- 5.1 The Owner shall, without unreasonable delay, render all approvals required by this Contract in writing to the Designer, or shall notify the Designer in writing why such approvals are being withheld. The Owner shall not unreasonably withhold any approval, acceptance, or consent required under this Contract.
- 5.2 For satisfactory performance of all services required in this Contract, the Owner shall compensate the Designer in accordance with the provisions of Articles 13 through 17.
- 5.3 The Owner shall furnish to the Designer, if available and in the Owner's possession: available surveys of the Project's building site, or sites, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the site, or sites; reports from borings, test pits, chemical, mechanical or other tests, if any; photographs and information as to water, sewer, electricity, steam, gas, telephone and other services, if any; and data and drawings regarding existing buildings. All such data and any other data provided to the Designer by the Owner shall remain the property of the Owner. The Designer may use all data provided by the Owner only for the purposes of this Contract, unless the Owner gives the Designer specific written permission for some other use.
- 5.4 The Owner does not guarantee, nor does it make any express or implied warranties concerning the accuracy of information furnished and the Designer must satisfy him/herself as to the correctness of data, except in instances where the Owner makes specific written exceptions. The Designer shall, within the basic fee, analyze and evaluate the information furnished by the Owner.
- 5.5 If data of the type identified in section 5.3 is not available or is in the opinion of the Designer insufficient, the Designer, upon request, may be given authorization to obtain the services of a consultant to perform the work, in which case the Designer shall be reimbursed in accordance with Article 15 or to perform the work with his or her own employees, and if authorization is granted, the Designer shall be compensated in accordance with Article 17. In no case shall the Designer commence such work without prior written authorization of the Owner's Designated Representative.

ARTICLE 6: PROFESSIONAL RESPONSIBILITY AND SERVICES TO BE PERFORMED UNDER THE BASIC FEE

- 6.1 The Designer shall perform professional services in accordance with the Scope of Services set forth in Attachment A, which is incorporated herein by reference. The Designer shall have no responsibility for any asbestos or hazardous material-related design or contract administration services. The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates, and other services furnished by him/her or his/her consultants and subcontractors. The Designer shall at all times during the term of this Agreement, at his/her own expense, staff his/her office with sufficient personnel to complete the services required under this Contract in a continuous and expeditious manner and shall meet the approved schedule and submittal dates established during this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
- 6.2 The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking or reviewing by the Owner will not be necessary. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Any changes, corrections, additions, or deletions made by the Owner shall be incorporated into the design of the Project unless detailed objections thereto are received from the Designer and provided to the Owner's Designated Representative. The Designer, with the written approval of the Owner's Designated Representative, which shall not be unreasonably withheld, shall determine materials, equipment, component systems and types of construction to be included in the design of the Project. The Designer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Designer under this Contract according to the professional standard of care. The Designer shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his/her designs, drawings, specifications, reports, and other services.
- 6.3 The Designer shall thoroughly acquaint his/her employees and consultants with the provisions of Massachusetts General Laws Chapter 149, 30 §39M and 30B §5 (procurement laws).
- 6.4 The Owner's review, approval or acceptance of, or payment for, any of the services furnished shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.
- 6.5 The Designer shall perform the tasks outlined in Attachment A, Scope of Services, which is incorporated herein by reference. In general, the Project shall be completed in five phases:
 - 6.5.1 Phase 1 -Schematic Design
 - 6.5.2 Phase 2 - Design Development
 - 6.5.3 Phase 3 - Construction Documents
 - 6.5.4 Phase 4 - Procurement
 - 6.5.5 Phase 5 - Contract Administration

ARTICLE 7: CONSULTANTS AND SUBCONTRACTING

- 7.1 The Designer shall not employ consultants except Key Personnel designated in Article 4 or assign or transfer any part of his/her services or obligation under this Contract without the prior approval of and written consent of the Owner. The Owner may rescind its consent if a consultant or subcontractor is incompetent, irresponsible, or otherwise unsatisfactory, and the Designer shall remove such consultant or subcontractor from the work. The Owner's written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all dates, designs, drawings, specifications, estimates and other work or materials furnished.
- 7.2 Except as otherwise provided in this Contract, whenever the services of the following consultants are required, the Designer shall employ them within the basic fee for this Project: Structural Engineers, Electrical Engineers, Mechanical Engineers, Civil Engineers, Plumbing Engineers, Sanitary Engineers, Architects, Landscape Architects, Cost Estimators, Code Specialists, Specification Writers, Interior Designers for the Project or under Article 4 of this Contract or any other consultant required to provide the services herein. Consultants must be registered in their respective disciplines if the applicable General Laws requires registration.
- 7.3 When the Designer receives payment from the Owner, the Designer shall within fourteen (14) calendar days make payment to each consultant whose work was included in the work for which such payment was received from the Owner. The Owner shall have the contractual right to investigate any breach of a consultant's contract and to take corrective measures necessary for the best interest of the Owner.
- 7.4 The Designer may not employ in any element of design, specification, estimating or other work under this Contract any person or firm that expects to be a bidder or supplier for the construction of the Project or any part thereof.

ARTICLE 8: SUCCESSORS AND ASSIGNS

This Contract shall inure to the benefit of, and be binding upon, the successors and assigns of each of the parties hereto.

ARTICLE 9: TIME RECORDS

The Designer shall cause to be maintained complete, accurate and detailed records of all time devoted to the Project by the Designer and each consultant or subcontractor employed by the Designer. The Owner may at all reasonable times audit such records. The Designer shall maintain accurate and detailed accounts for a six-year period after the final payment in accordance with Massachusetts General Laws Chapter 30 §39R.

ARTICLE 10: ACCESS TO RECORDS

The Designer will make all books, accounts, data, records, reports, files and other papers, things or property, required to be kept or kept in the course of the work to be performed under this Contract, available at all reasonable times for inspection, review and audit by the Owner, Owner's Designated Representative, the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the U.S. General Accounting Office. The Designer further agrees to keep track of work-hours for this Project on a form acceptable to the Owner, and shall provide same to the Owner within seven (7) days of request or at the completion of this Project.

ARTICLE 11: COMPLIANCE WITH LAWS

The Designer shall exercise due care in accordance with generally accepted standards of professional practice, to perform the work required under this Contract in conformity with all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and the Federal Government. Unless otherwise provided by law, the Designer shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Designer's failure to comply with the provisions of this Article and shall indemnify the Owner against liability caused by a violation of this section.

Prospective bidders are advised that wages paid in connection with this work are subject to Massachusetts General Laws Chapter 149 §27F.

ARTICLE 12: RECORD DRAWINGS, REPORTS, CALCULATIONS

- 12.1 The Owner shall have unlimited rights, for the benefit of the Owner, in all drawings, designs, specifications, notes, and other work developed in the performance of this Contract, including the right to use same on other projects without additional cost to the Owner; and with respect thereto, the Designer agrees and hereby grants to the Owner an irrevocable royalty-free license to all such data, which he/she may cover by copyright and to all designs as to which he/she may assert any rights or establish any claim under any patent or copyright laws.
- 12.2 If prepared in AutoCad, the Designer shall provide said drawings in that format. The Designer shall not be responsible for changes made in the documents without the Designer's authorization, nor for the Owner's use of the documents on projects other than the Project, unless this is a contract for design services for a master plan or prototype.

ARTICLE 13: DESIGNER'S BASIC FEE

- 13.1 For the performance of all services required in this Contract and excluding those services specified under Article 14, 15, and 16, the Designer shall be compensated by the Owner in accordance with the lump sum fee as designated in the Notice to Proceed and determined in accordance with: (a) a negotiated lump sum fee, or (b) a lump sum fee established by the Owner prior to the designer selection process.
- 13.2 If there is a substantial change in the Scope of Services provided in this Contract, the Designer, and the Owners Designated Representative may agree to an adjustment in the Designer's Basic Fee. Delay of six (6) months or more by the Owner and a significant change in the total construction cost of the Project will be considered a substantial change in Scope of Services.
- 13.3 Payment of the design fee shall be made in accordance with Article 17.

ARTICLE 14: EXTRA COMPENSATION

- 14.1 With the prior written approval of the Owner's Designated Representative, the Designer shall perform all or any of the following services in addition to the Scope of Services performed pursuant to other provisions of this Contract:
 - 14.1.1 revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Owner, except for changes occasioned by the Designer's errors or omissions;
 - 14.1.2 preparing documents for alternate bids requested by Owner except alternates prepared by the Designer to adjust the total construction cost;

- 14.1.3 providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in Article 6 as may be required in connection with the replacement of such work;
 - 14.1.4 providing professional services made necessary by the default of the contractor in the performance of the construction contract;
 - 14.1.5 providing services after final payment to the contractor except for services occasioned by the Designer's errors or omissions;
 - 14.1.6 preparing special documents for or appearing as a witness in change order appeal hearings under Massachusetts General Laws Chapter 30 §39Q or in judicial litigation arising out of the construction contract, except for such services occasioned by the Designer's errors or omissions;
 - 14.1.7 preparing change orders and supporting data, except as set forth in Article 16;
 - 14.1.8 revising construction documents submitted in their final and complete form for which bids were not received within three (3) months after submission;
 - 14.1.9 making studies and preparing applications and reports to assist the Owner in obtaining Federal or State aid, if not contained in Attachment A, Scope of Services;
 - 14.1.10 performing any other professional services not otherwise required under this Contract;
 - 14.1.11 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - 14.1.12 Evaluation of the qualifications of entities providing bids or proposals;
 - 14.1.13 Preparation for, and attendance at, a public presentation, meeting or hearing; and
 - 14.1.14 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- 14.2 For the services provided pursuant to paragraph 1 of this Article, the Designer shall be compensated by the Owner at the Designer's standard hourly rates per the rate schedule in Attachment A.

ARTICLE 15: REIMBURSABLE COSTS

- 15.1 The Contract is considered Fixed Fee. Therefore, the Owner shall not reimburse the Designer for travel expenses under this Contract, provided, however, that in special circumstances and with prior written approval from the Owner's Designated Representative, the Designer may be reimbursed for mileage at current IRS rate consistent with applicable statutes, rules, and regulations.
- 15.2 The Owner shall not reimburse the Designer for any telephone or other out-of-pocket expenses unless specifically authorized consistent with applicable statutes, rules, and regulations.

- 15.3 The tax exemption number assigned to the Owner as an exempt purchaser to the extent that material and supplies are used or incorporated in the performance of this Contract is 04-6001424
- 15.4 Direct charges for extensive blueprinting, reproduction, photography, copies of maps or documents and other related expenses incurred by the design firm will be invoiced at actual cost without markup.

ARTICLE 16: DESIGN FEES AND RESPONSIBILITY FOR MODIFICATIONS AND CHANGE ORDERS

- 16.1 The Designer shall be compensated in accordance with Attachment A for the preparation of modifications, change orders and supporting data. Neither the Designer nor his/her consultants shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of the bid documents, or that were occasioned by the Designer's errors or omissions, as reasonably determined by the Owner. The Designer shall not be compensated for any services involved in preparing changes required to make unit price adjustments due to existing conditions, nor for services involved in change orders for time extensions only. Changes for which the Designer received no compensation under this Article shall be called "no fee modifications" or "no fee change order." The fact that the Designer receives no fee shall not limit the Owner's legal remedies regarding such changes.

ARTICLE 17: METHOD OF PAYMENT TO THE DESIGNER

This project is funded by a Town Appropriation, Grant Funding, and Donations.

The compensation provided by this Contract is subject to the continued availability of funds for the Project, and to the continued eligibility of the Town to receive such funds. In absence of such funds, this Contract shall be terminated as provided for in Article 18, with Designer allowed payment for work up to the date of termination notice.

For all services to be performed under this Agreement, the Designer shall be compensated in accordance with invoices submitted by the Designer to the Town. The final invoice shall be submitted no later than 5 days after the end of the project period. Invoices should document dates of services and a description of services rendered. Any supplies and/or materials purchased as a direct cost to this project outside this agreement will become the property of Town and must have prior approval.

The total amount of payments for this project will not exceed ONE HUNDRED SIXTY-EIGHT THOUSAND DOLLARS (\$168,000) unless modifications are made per Articles 14 and 16. Invoices shall be submitted monthly with a brief progress report.

ARTICLE 18: TERMINATION, NO AWARD

- 18.1 By written notice to the Designer, the Owner may terminate this Contract in whole or in part at any time either for the Owner's convenience or because of the failure of the Designer to fulfill his/her contract obligations. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, including proportionate payment for partially completed work, shall be paid to the Designer by the Owner. Such payment shall not exceed

the fair value of the work, as the Owner shall reasonably determine. No amount shall be allowed for anticipated profit on unperformed services.

18.2 If the contract is terminated due to the failure of the Designer to fulfill his contract obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Designer shall be liable to the Owner for any additional costs incurred by the Owner as a result of such failure by the Designer. These rights and remedies of the Owner are in addition to any rights and remedies provided by law or under this Contract.

18.3 By written notice to the Owner, the Designer may terminate this Contract:

18.3.1 if the Owner, after thirty (30) days following written notice to the Owner from the Designer of any default by the Owner under this Contract, shall have failed to remove such default, or

18.3.2 if, after the Designer shall have performed all services required of the Designer in any Phase of the Project, at least one (1) year shall have elapsed without receipt by the Designer of Notice to Proceed with the next phase of the Project.

Upon any such termination by the Designer, all compensation and reimbursement payable to the Designer in accordance with this Contract up to and including the date of termination shall be paid to the Designer by the Owner. No amount shall be allowed for anticipated profit on unperformed services.

18.4 Upon any termination of this Contract the Designer shall deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and material, whether completed or in process, as may have been accumulated by the Designer in performing this Contract.

ARTICLE 19: RELEASE AND DISCHARGE

The acceptance by the Designer of the last payment for services paid shall operate as and be a release to the Owner and every employee, and agent thereof, from all claims and liability to the Designer for everything done or furnished for or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work; except that such acceptance shall not release the Owner from any liability it would otherwise have for injuries to third parties resulting from the negligent acts or omissions of the Owner or its employees. The foregoing release shall not apply with respect to counterclaims or cross-claims.

ARTICLE 20: NOTICES, APPROVALS, INVOICES

20.1 Any notice required under this Contract to be given by the Owner to the Designer, or by the Designer to the Owner shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Owner to the Designer at the address specified for the Designer on Page 1 above, or the Designer to the Owner at the address specified for the Owner on page 1 above. If both parties expressly agree, Email may be acceptable for notices.

20.2 All invoices may be submitted on a monthly basis and will be promptly processed by the Owner if they are in conformity with the contract terms and properly documented; if not they will be returned to the Designer. No invoice, however, shall be required to be so submitted or processed when the net amount due is less than two hundred dollars (\$200).

20.3 Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.

- 20.4 Request for previously authorized expenses of any nature must be accompanied by a billing/receipt from the source of the expense.

ARTICLE 21: INSURANCE / INDEMNITY

- 21.1 The Designer shall at his own expense obtain and maintain **Professional Errors and Omissions (E & O) Liability** insurance coverage for Architects and/or Engineers for negligent errors, omissions and acts of the Designer or of any person or business entity for whose performance the Designer is legally liable caused by the performance of this Contract, in the amount of two million dollars (\$2,000,000) per claim for the applicable period of limitations.
- 21.2 All required insurance in addition to the E & O policy shall be certified by a duly authorized representative of the insurer(s), including the Town of BUCKLAND, Massachusetts as additional insured (except for Professional Liability and Workers Compensation/Employer's Liability), in the following limits:
- 21.2.1 Broad Form Commercial Liability: \$1,000,000 per occurrence; \$2,000,000 per aggregate;
- 21.2.2 Automobile Liability coverage, including coverage for owned, hired, or borrowed autos: \$1,000,000 C.S.L.;
- 21.2.3 Umbrella or Excess Liability coverage, following form of underlying General and Automobile Liability coverage: \$1,000,000 C.S.L. per occurrence and in the aggregate;
- 21.2.4 Workers' Compensation coverage (per M.G.L. c.152): at statutory limits, and;
- 21.2.5 Employer's Liability coverage: Coverage A - at statutory limits and Coverage B - at limits of \$100,000/\$500,000/\$100,000.
- 21.3 All coverage shall be in force from the time of this Contract to the date when all construction work designed under this Contract is completed and accepted by the Owner, such acceptance not to be unreasonably withheld or delayed. Since this insurance is normally written on a year-to-year basis, the Designer shall immediately notify the Owner should coverage become unavailable.
- 21.4 The Designer shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Massachusetts General Laws Chapter 152, as amended, to all employed under this Contract and shall continue such insurance in full force and effect during the term of this Contract.
- 21.5 The Designer shall carry insurance to restore any plans, drawings, computations, cost estimates, field notes, reports, or other similar data relating to the work covered by this Contract in the event of loss or destruction until the final fee payment is made or all data is turned over to the Owner.
- 21.6 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with this Contract. The Designer shall provide to the Town at least thirty (30) days prior written notice of cancellation, which date should be expressed in said notice.

21.7 Indemnification

21.7.1 To the fullest extent permitted by law, the Designer shall defend (as respects only claims for bodily injury, personal injury and/or property damage to the extent covered by commercial general liability insurance), indemnify, and save harmless the Town and its respective duly elected or appointed officials, and employees (referred to collectively as the "Owner") from and against demands, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as "demands") to the extent caused by any negligent acts, errors, or omissions of the Designer, any subcontractor of the Designer, or any person directly or indirectly employed by any of them, or by a negligent defect of a design supplied by the Designer or subcontractor.

21.7.2 Designer assumes responsibility for relations with subcontractors employed directly or indirectly by the Designer and the Designer shall defend (as respects only claims for bodily injury, personal injury and/or property damage to the extent covered by commercial general liability insurance), indemnify, and save harmless the Town from all demands made against the Owner by such subcontractor, such subcontractor's agent or employee, or any person, as the result of such subcontractor's work performed pursuant to this Contract including, negligent acts, errors, or omissions to the extent caused by the negligent performance of this Contract or any subsequent Agreement.

21.7.3 The Designer shall defend, indemnify, and hold harmless the Owner from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Designer for work performed in connection with the work hereunder or required by Federal or State law including, Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

21.7.4 The limitations above shall not negate, abridge, or reduce in any way any additional indemnification rights of the Owner, that otherwise may exist under Statute or in law or equity.

21.8 The Designer's insurance policy coverage shall be priority in coverage for all claim(s) except for Professional Liability.

21.9 Upon request of the Designer, the Owner reserves the authority to modify any conditions of this Article

ARTICLE 22: LEGAL REQUIREMENTS

22.1 Non-resident Processing - Signatures

Every Designer who is a nonresident of the Commonwealth of Massachusetts, or a nonresident co-partner of a Designer, hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in office to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this Contract may be served. When legal process against any such person is served upon the Secretary of the Commonwealth, a copy of such process shall forthwith be sent by registered mail with a return receipt requested by the Owner or its lawful attorney to said Designer or nonresident co-partner at the address set forth in this Contract. Said Designer or said nonresident co-partner hereby stipulates and agrees that any lawful process against it, which is served on said attorney, shall be of the same legal

force and validity as if served on said Designer or said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Designer or said co-partner.

22.2. Truth-In-Negotiations Certificate

If the Designer's fee is negotiated, the Designer will file a truth-in-negotiations certificate prior to being awarded this Contract, which must be incorporated into the Contract (A copy is attached.). The certificate must contain:

22.2.1 a statement that the wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at this time of contracting, and;

22.2.2 an agreement that the original contract price and any additions to this Contract may be adjusted within one (1) year of completion of this Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete, or non-current wage rates or other costs.

22.3 Nondiscrimination

The Designer shall not discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any protected class under the law.

ARTICLE 23: CHOICE OF LAW

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts and any lawsuit brought pursuant to this Contract shall be commenced only therein. The Designer, and the agents thereof, agree to bring any Federal Court legal proceedings arising under this Contract, in which the Owner is a party, in a court of competent jurisdiction in Hampden County, Massachusetts. The Designer, and the agents thereof, agree to bring any State Court legal proceedings arising under this Contract, in which the Owner is a party, in a court of competent jurisdiction in Franklin County, Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, in any court of wherever, pending, in which the other is a party.

ARTICLE 24: WAIVERS

The provisions of this Contract can be waived only by written agreement, except where otherwise stated herein. Forbearance or indulgence 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.

ARTICLE 25: CONFLICT OF INTEREST

25.1 Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designees, or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his/her tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any Contract or subcontractor, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such Contracts or subcontractors a provision prohibiting such interest, pursuant to the purposes of this Article.

25.2 Further, each party shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501, et seq), which limits political activities by employees whose principal employment is in connection with an activity, which is financed in whole or in part with Federal funds.

ARTICLE 26: AMENDMENTS

No amendment to this Contract shall be effective unless it is executed by the Designated Representatives of both parties.

ARTICLE 27: SEVERABILITY

In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further should this Contract omit any statutory or regulatory requirements which would otherwise render this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

ARTICLE 28: AVAILABILITY OF FUNDS

The compensation provided by this Contract is subject to the continued availability of funds, appropriation of the funds, and the continued availability of any other funds anticipated or earmarked for the work hereunder.

ARTICLE 29: RIGHTS AND REMEDIES

The Owner's rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

ARTICLE 30: MARGINAL HEADINGS, PRONOUNS

The marginal headings used in this Contract are for convenience only and shall not be deemed to be a binding portion of this Contract. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

ARTICLE 31: LICENSE AND FEES

The Designer shall obtain all licenses and permits (other than the license and permit granted by the Contract) required to conduct the activities pursuant to this Contract and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.

ARTICLE 32: ASSIGNMENT

The Owner and Designer recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

ARTICLE 33: SUCCESSORS AND ASSIGNS

The Owner and the Designer each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

ARTICLE 34: STATUTORY COMPLIANCE:

- 34.1 This contract will be construed and governed by the provisions of applicable Federal, State and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirement of Federal, State or local law or regulation, then the provisions of law and regulation shall control. Where applicable to this Contract, the provisions of Massachusetts General Laws are incorporated by reference into this Contract including, but not limited to, the following:
 - 34.1.1 General Laws Chapter 30B - Procurement of Goods and Services
 - 34.1.2 General Laws Chapter 30, section 39 et. seq. - Public Works Contracts
 - 34.1.3 General Laws Chapter 149, section 44A et. seq. - Public Buildings Contracts
- 34.2 Wherever applicable law mandates the inclusion of any term and/or provision into a municipal contract, this Article shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 34.3 The Designer shall give all notices and comply with all laws and regulations bearing on the performance of this Contract. If the Designer performs the Contract in violation of any applicable law or regulation, the Designer shall bear all costs arising therefrom.
- 34.4 The Designer shall keep itself fully informed of all existing and future State and national laws and municipal by-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the drawings, specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Owner. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall indemnify the Owner and its duly appointed agents against liability caused by any violation whether by the Designer, its agents, employees or subcontractors or any such law, by-law, regulation or decree.

ARTICLE 35: OWNERSHIP OF DOCUMENTS

The parties agree that all documents created for the Project by the Designer shall belong to the Owner. Reuse of documents by the Owner, if any, will be at Owner's sole risk.

ARTICLE 36: CONTRACT DOCUMENTS

The Contract shall include the following documents, and this Contract does hereby expressly incorporate the same herein as fully as if set forth verbatim in this Contract:

- 36.1 This Contract;
- 36.2 Request for Qualifications (which shall apply except to the extent this Contract provides otherwise);
- 36.3 Designer's Proposal Response (which shall apply except to the extent this Contract and Attachment A – Scope of Services provides otherwise);
- 36.4 Authorization of the governing body authorizing the work and services contemplated herein;
- 36.5 Insurance certificates evidencing the insurance required;
- 36.5 Tax Compliance Certification and Non-Collusion Statement, and;
- 36.6 Any Addendum listed herein.

ARTICLE 37: DESIGNER'S CONTRACT SUPPLEMENTARY DATA

37.0 By signing this Contract, the Designer certifies under the penalties of perjury that the following named Members of the LLP are registered by the Commonwealth of Massachusetts as architects or professional engineers pursuant to the provisions of the Massachusetts General Laws.

<u>Name</u>	<u>Title</u>	<u>Mass. AIA Registration No.</u>
ELIZABETH RANIERI	PRINCIPAL IN CHARGE	30999

37.2 By signing this Contract, the Designer certifies under the penalties of perjury that in accordance with Chapter 7, section 38H (e), the Designer has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the Contract for Design Services; no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer; and no person, corporation or other entity, other than a bona fide full-time employee of the Designer has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining the Contract for Design Services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the Contract to the Designer.

37.3 By signing this Contract, the Designer certifies under the penalties of perjury that pursuant to Massachusetts General Laws Chapter 62C §49A, the Designer has filled all State tax returns, paid all taxes and complied with all laws of the Commonwealth of Massachusetts relating to taxes; and that pursuant to Massachusetts General Laws Chapter 151A §19A, the Designer has complied with all laws of the Commonwealth of Massachusetts relating to contributions and payments in lieu of contributions to the Employment Security Systems.

37.4 By signing this Contract, the Designer certifies under the penalties of perjury that, if the Designer is a corporation, the Corporation has filed with the Secretary of the Commonwealth all certificates and annual reports required by Chapter 156B §109 (Business Corporation), by Chapter 181 §4 (Foreign Corporation), or by Chapter 180 §26A (Non-Profit Corporation) of the Massachusetts General

Laws.

37.5 By signing this Contract, the Designer certifies under the penalties of perjury that the Designer is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions, under any Commonwealth law or regulation including, but not limited to, M.G.L. c. 29 §29F and M.G.L. c. 152 §25C.

37.6 By signing this Contract, the Designer certifies under the penalties of perjury that the Designer is aware of the American with Disabilities Act which prohibits discrimination based upon disability and shall meet the standards under the American with Disabilities Act 42 U.S.C. 12101 et seq; 28 CFR Part 35, as amended. The Designer shall not discriminate against any person because of race, color, religion, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any protected class under the law.

37.7 By my signature below, I certify that all information is submitted under the penalties of perjury and that I am familiar with the Massachusetts State Building Code, Massachusetts General Laws, Chapter 149 §44A-44H, §44M, and Chapter 30 §39M, and the provisions of the Americans with Disabilities Act and the codified regulations of the Architectural Barriers Board

ARTICLE 38: ENTIRE UNDERSTANDING

This Agreement, together with the attachments hereto, if any, represent the entire understanding of the parties with respect to its subject matter, and neither party is relying upon any representation not contained herein.

IN WITNESS WHEREOF, on the day and year hereinabove first written the Designer (if individual) has hereunto set his/her hand and seal – (if limited liability partnership) has caused these presents to be signed and sealed by a partner in the name of the limited liability partnership – (if Corporation) has caused these presents to be signed and sealed in its name and behalf, and its corporate seal to be hereto affixed by the signatory below authorized so to do * – and in each case the signatory makes the representation and certification set forth in Article 27 under the pains and penalties of perjury, and the Owner has signed these presents in behalf of the TOWN OF BUCKLAND

* If a Corporation, attach to each signed copy of this Contract an attested copy of the vote of the Corporation authorizing the said signing and sealing.



Elizabeth Raneiri, FAIA
Design Principal

CHAIRMAN SELECTBOARD
TOWN OF BUCKLAND

January 4, 2022

DATE

DATE

Kuth Ranieri Architects, LLP.

LEGAL NAME OF DESIGN FIRM

DATE

CERTIFICATION AS TO AVAILABILITY OF FUNDS

DATE

CONTRACT ATTACHMENTS

ATTACHMENT A

Negotiated Scope of Services and Fee

Consultant Rate Sheet

ATTACHMENT B

Abbreviated Designer submission

All required SIGNED certifications

ATTACHMENT C

Insurance Certificates

(A) STATE TAXES/UNEMPLOYMENT CONTRIBUTION CERTIFICATIONS

Certification that State Taxes are Filed and Paid: Pursuant section forty-nine A of chapter sixty-two C of the general laws, the following certification must be completed and attached to the bid or proposal: I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law. My Social Security number (voluntary) or Federal Identification number is: **43-2044393**

BY:  **Elizabeth Ranieri, Design Principal, Kuth Ranieri Architects, LLP**
Signature of Individual/Corporate Name (Mandatory)
Corporate Officer (Mandatory, if applicable)

DATE: January 4, 2022

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

Unemployment Contribution Certification

Pursuant to M.G.L. c. 151A, §19A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am/my company is in compliance with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

Signed:  Date: January 4, 2022
Name of person signing bid or proposal.

Typed: Elizabeth Ranieri

Name of Business: Kuth Ranieri Architects, LLP

Date:

(C) DEBARMENT AND SUSPENSION STATEMENT

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

DEBARMENT AND SUSPENSION CERTIFICATION

The Designer certifies to the best of its knowledge and belief, that it and its principals:

1. Is not presently debarred, suspended, purposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred (Chapter 550, Acts of 1991) from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Date January 4, 2022



Authorized Official's Signature

Elizabeth Ranieri

Typed or Printed Name of Person Signing

Kuth Ranieri Architects, LLP

Company or Corporation

(D) TO BE COMPLETED AT TIME OF CONTRACT NEGOTIATION

If fee is negotiated, this attachment must be executed by the Designer.

Certificate of truth in negotiations: By my signature below, I hereby certify that the wage rates, if any, and other costs used to support the compensation in this contract are accurate, complete, and current at the time of contracting; and I agree that the original contract price and any additions to the contract may be adjusted by the Owner within one year of completion of the contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates, if any, or other costs.

Related Certifications: By my signature below, I hereby certify that:

- (i) the Designer has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract for design services;
- (ii) if applicable, no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to either the Designer or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer;
- (iii) no person, corporation or other entity, other than a bona fide full time employee of the Designer has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining the contract for design services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contractual agreement;
- (iv) the Designer has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty of the general laws of the Commonwealth, and that the Designer will continue to file or cause to be filed an audited financial statement as required by subsection (d) of said section thirty-nine R of chapter thirty;
- (v) the Designer has supplied the Owner with a certificate or certificates of insurance coverage prior to the award of contract, said certificates being offered as evidence of professional liability insurance covering negligent errors, omissions and acts of the Designer, or of any person or business entity for whose performance the Designer is legally liable arising out of the performance of the contract. The total amount of this insurance is, at a minimum, equal to one million dollars or ten per cent of the projects estimated cost of construction, whichever is less, for the applicable period of limitations;
- (vi) it is agreed the Designer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of bid documents, as reasonably determined by the executive head of the public agency responsible for administering the design contract;
- (vii) the Designer is not presently debarred from entering into a public contract in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter 29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

FOR THE DESIGNER:



DATE January 4, 2022

ATTEST: 

DATE January 4, 2022

Attachment A: Scope of Services

The following is the Scope of Professional Services for:

Buckland Pool Project, located at:
Buckland Recreation Area
66 Ashfield Road (Route 112)
Buckland MA

The Owner:
The Town Of Buckland
17 State Street
Buckland
Shelburne Falls, MA 01370

The Architect:
Kuth Ranieri Architects, LLP
32A Franklin St., Suite 2, Franklin, MA 02038

The Agreement:
This Scope of Services is part of the accompanying Contract for Designer Services dated the seventeenth day of December, twenty twenty-one.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project:

The proposed project is a seasonal recreational swimming pool, bathhouse, and associated site amenities as outlined below. The project will integrate with an existing gravel parking area. No expansion to the existing parking is anticipated. The project will connect to existing on-site utilities for water and electricity. The project will utilize a new, on-site wastewater septic system. Mechanical systems are anticipated to be electric. The project anticipates daytime, summer use only.

The anticipated program is as follows:

1. A small pool of approximately 2,250 sf, with a zero-depth entry and a deeper end appropriate for practicing racing starts.
2. A concrete pool deck.
3. A bathhouse building of approximately 600-800sf containing:
4. Restrooms containing minimum amenities for the pool bather load.
5. Enclosed outdoor changing areas.
6. Outdoor shower areas.
7. A first aid room and staff locker area.
8. A pump room of minimal size for the required pool and mechanical equipment, of approximately 200 sf.
9. Outdoor covered check-in area.
10. Fencing in accordance with 105 CMR 435.
11. Conversion of existing parking spaces to accessible parking spaces in compliance with 2010 ADA Standards and 521 CMR.
12. Accessible pathway and entry to pool area.

The original pool was one of the Town of Buckland's largest consumers of electricity for municipal-owned facilities. The Owner wishes to reduce greenhouse gas emissions and energy costs and as a result, objectives of this project include: using less fuel; using clean energy (which is electricity) where it makes sense, and to be more energy and water efficient overall.

§ 1.1.2 The Project's physical characteristics:

The project is located at the Buckland Recreation Area at 17 State Road in Buckland, MA. The proposed project site is a level area adjacent to existing gravel parking. A location across the on-site gravel drive has been identified as a location for an on-site septic leach field. There is an existing bathhouse and playground on the site. The project is proximal to Clesson Brook and Clark Brook, and the project lot partially falls inside buffer zones for the two brooks. No geotechnical report has been provided. A draft septic design for an earlier project design dated March 19, 2020 was provided by Rose Engineering, and is incorporated by reference into this agreement. The site plan includes topographic information about the site but its accuracy to existing conditions has not been confirmed. Existing electrical service has been provided to near the proposed project site, and water service has been provided to the existing bathhouse structure; no documentation of those utilities has been provided.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Total project budget is one million four hundred thousand dollars (\$1,400,000), including Designer fees. Anticipated construction budget is one million two hundred thousand dollars (\$1,200,000).

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Competitive public bidding according to the requirements of MGL Ch. 149 in a single bid package for a single phase of construction.

§ 1.1.6 Intentionally Omitted

§ 1.1.7 Intentionally Omitted

§ 1.1.8 Intentionally Omitted

§ 1.1.9 The Owner shall retain the following consultants and contractors:

- .1 Geotechnical Engineer:
TBD

§ 1.1.10 Intentionally Omitted

§ 1.1.11 The Architect shall retain the consultants identified in Article 4 of the Contract for Designer Services.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

Intentionally Omitted, see Contract for Designer Services

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other

requirements for bidding of the work under MGL Ch. 149, and for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms as provided by BidDocsOnline.com.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in procurement of the project under MGL Ch. 149 through an e-bid process conducted by BidDocsOnline.com (BDO).

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project electronically through BDO by:

- .1 providing Bidding Documents to BDO for distribution to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .4 tabulating filed sub-bids and providing filed sub-bid tabulation in PDF format to BDO for distribution to registered bidders; and,
- .5 reviewing the bid results posted online by BDO.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2** issue Certificates of Substantial Completion;
- .3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- 5.** If required, issue to Authorities Having Jurisdiction a Final Construction Control Affidavit.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.1. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided (Contractor)
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect (pathways only)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Aquatic Design and Engineering	Architect
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

Civil Engineering:

The Architect shall provide Civil Engineering services for the scope of work identified in Article 1, as required for permitting and construction of the project.

Landscape design:

The Architect shall provide Landscape design services for the Project scope identified in Article 1.

Detailed cost estimating beyond that required in Section 6.3:

The Architect shall provide to the Owner for review and approval cost estimates of the Project at the following milestones:

1. 100% Schematic Design Phase
2. 100% Design Development Phase
3. 95% Construction Documents Phase

The cost estimates shall be provided in a level of detail appropriate to the progress of the design of the Project. Estimates will be organized according to the 2004 Masterformat specification divisions. The final estimate provided at 95% completion of the Construction Documents Phase will include identification of any trades with budget thresholds requiring a filed sub-bid under M.G.L. Ch. 149 public bidding law.

Telecommunications/data design:

The Architect shall provide design, layout, engineering, and specifications for pathways for phone, data, and security systems. Specification and fixture selection of complete network, telephone head-end, and security system hardware shall be by others.

Aquatic Design and Engineering:

The Architect shall provide Aquatic Design and Engineering services for the Project scope identified in Article 1, as required for permitting and construction of the project.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the Additional Services listed in Article 14 of the Contract for Designer Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Six (6) visits to the site by the Architect during construction
- .3 One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspection for any portion of the Work to determine final completion.

§ 4.2.4 Intentionally Omitted

§ 4.2.5 If the services covered by this Agreement have not been completed within thirteen (13) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Intentionally Omitted

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 Intentionally Omitted

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 Intentionally Omitted

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 Intentionally Omitted

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with the Contract for Designer Services;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner

shall compensate the Architect for the modifications as an Additional Service; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

Intentionally Omitted, see Contract for Designer Services

ARTICLE 8 CLAIMS AND DISPUTES

Intentionally Omitted, see Contract for Designer Services

ARTICLE 9 TERMINATION OR SUSPENSION

Intentionally Omitted, see Contract for Designer Services

ARTICLE 10 MISCELLANEOUS PROVISIONS

Intentionally Omitted, see Contract for Designer Services

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3 and Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as stipulated in Article 2 of the Contract for Designer Services.

§ 11.2 Intentionally Omitted

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect on a time and materials basis according to the rates listed in Section 11.7.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect plus ten percent (10%).

§ 11.5 The proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty	percent	(20%)
Design Development Phase	twenty-five	percent	(25%)
Construction Documents Phase	forty	percent	(40%)
Procurement Phase	five	percent	(5%)
Construction Phase	ten	percent	(10%)
<hr/>			
Total Basic Compensation	one hundred	percent	(100%)

§ 11.6 Intentionally Omitted

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

Kuth Ranieri Architects Billing Rates 2020

Employee or Category	Rate (\$/hour)
Principal	\$240
Associate Principal	\$200
Senior Project Architect	\$165
Project Architect	\$150
Designer III	\$135
Designer II	\$110
Designer I	\$90

For Reimbursable Expenses incurred during the provision of Additional Services, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%).

Buckland Pool

17-Dec-21

Consultant Rate Sheets

Role	Team Member	Role	Rate
Aquatic Design	Aquatic Design Group	Principal	\$215.00
		Project Architect/Engineer	\$195.00
		Project Manager	\$175.00
		Designer	\$135.00
		Administrative	\$80.00
Cost Estimation	PM+C	Principal	\$206.00
		Senior Estimator	\$163.00
		Estimator	\$147.00
		Sitework Estimator	\$147.00
		HVAC Estimator	\$141.00
		Electrical Estimator	\$141.00
MEP	WV Engineering	Principals/Project Managers	\$144.00
		Engineer	\$117.00
		Word Processing	\$90.00
		Drafting/Clerical	\$90.00
Structural	LA Fuess	Senior Principal	\$250-\$275
		Principal	\$210-225
		Associate Principal	\$195.00
		Senior Associate	\$165.00
		Associate	\$145.00
		Senior PE	\$135.00
		PE	\$125.00
		EIT	\$115.00
		Senior Technician	\$125.00
		CAD/BIM Technician	\$110.00
		Administrative	\$85.00
Civil/Survey	Chris Stoddard	Principal	\$150.00
Specifications	PA Specifiers	Specifier	\$220.00

Attachment C:
Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License# 6003745
KUTHRAN-01

CONTACT NAME: Evan Brown

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS: DesignProCerts@AssuredPartners.com

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: XL Specialty Insurance Company

37885

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Kuth Ranieri Architects, LLP
725 Greenwich Street, Suite 300/400
San Francisco CA 94133

COVERAGES

CERTIFICATE NUMBER: 1032035174

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)
						MED EXP (Any one person)
						PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB					EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT
A	Professional Liability		DPR9982687	8/22/2021	8/22/2022	Per Claim Annual Aggregate \$4,000,000 \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Operations of the Named Insured

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

Town of Buckland
17 State Street
Shelburne Falls MA 01370

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Huether Insurance Agency, Inc. 319 Diablo Rd. Ste 211 Danville, CA 945263428	CONTACT NAME: Karen Isaacs	
	PHONE (A/C, No, Ext): 925-820-8432 FAX (A/C, No):	
INSURED Kuth Ranieri Architects LLP 725 Greenwich Street #300 San Francisco, CA 94133	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company Ltd	NAIC # 11000
	INSURER B: The Hartford	22357
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			57SBARI5182	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			57UECZM0772	11/10/2021	11/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			57SBARI5182	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	57WECPK5654	11/05/2021	11/05/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Buckland is named as additional insured per the attached blanket additional insured endorsement SS0080405.

CERTIFICATE HOLDER

CANCELLATION

Town of Buckland
17 State Street
Shelburne Falls, MA 01370

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karen Isaacs

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	TERM
FRCOG Rep	7/01/21-
Zach Turner	6/30/22
Heather Butler, Alternate	7/01/21-
	6/30/22

VET Service Ctr Rep	7/01/21-
Barry Del Castilho	6/30/22

Screening Committee	7/01/21-
Barry Del Castilho	6/30/22

Senior Ctr Rep	7/01/21-
Zach Turner	6/30/22

GSFABA Partnership	7/01/21-
Barry Del Castilho	6/30/22

Animal Control Advisory Comm	7/01/21-
Zach Turner	6/30/22
Heather Butler	7/01/21-
	6/30/22

Technology Committee	7/01/21-
Heather Butler	6/30/22

Right To Know Coordinator	7/01/21-
Heather Butler	6/30/22

Hazardous Waste Coordinator

Housing for the Elderly	7/01/21-
Zach Turner	6/30/22

**BUCKLAND SELECTBOARD POLICY
FOR APPOINTMENT TO TOWN BOARDS/COMMITTEES/COMMISSIONS**

Individuals interested in being considered for appointment must complete this Citizen Volunteer Form. The only exception is for nominees from a home Committee to serve as representatives on a second Committee. If however, the chosen nominee is not on the home Committee but is a community member selected by them, then a Citizen Volunteer Form is required.

I am requesting to be appointed to: The Historic Preservation Commission

Name: David Parrella

Address: 6 Cross Street
Buckland, MA 01338

Email: David.parrella@notbesthopeoutlook.com

Daytime Phone: 860 836 1830

Evening Phone: 413 489 3341

How long have you lived in the Town of Buckland?: 5 years

I wish to serve on this committee/board/commission because:

As a member & Trustee of the Buckland Historical Society, I have been actively involved with grant writing to help restore the historic English-style barn at the Wilder Homestead. I would like to complete an inventory of the historic structures in Buckland. Historic Preservation can be a force in promoting tourism in the hill towns.

I have the following training, experience, and/or qualifications:

I have a B.A. in history from Yale University and an M.A. in Anthropology from the University of Oregon. I have worked as an Archaeologist for the U.S. Forest Service and participated in research projects in both North and South America.

I have served on the following committee/board/commission in the past:

Mohawk Trail Regional School Committee: 2017-2020.
Buckland Historical Society: 2017-present.

If there are no openings on a citizen's Committee(s) of your choice this Citizen Volunteer Form will be held on file for two years for consideration.

It is the goal of the Selectboard to appoint qualified and interested residents who are broadly representative of the Town. Selections are based on current Committee composition, qualifications, experience, recommendations, available space and on attendance record and previous performance, when available.

Committees shall be given copies of Citizen Volunteer Forms submitted by applicants for vacancies and shall normally be given a reasonable time to consider those applications so that Committee members may, if they so choose, make comments or recommendations.

The general policy is to appoint an individual to no more than one permanent Committee at a time.

All applicants, if appointed, will receive written notification of appointment and must be sworn in by the Town Clerk prior to attending a Committee meeting as an official member. For information on the Conflict of Interest Statute as it applies to Committee appointees – see M.G.L. Chapter 268A, see also the State Ethics Commission Website: <http://www.mass.gov/ethics>. All appointees must take the State's Conflict of Interest test found on the website and turn in a copy of the certificate of completion to the Town Clerk within 30 days of their appointment.

Subject: Historic Commission

Date: Thursday, February 3, 2022 at 10:53:07 AM Eastern Standard Time

From: Polly Anderson

To: Town Administrator

CC: David Parrella

February 3, 2022

To the Buckland Select Board:

David Parrella of 6 Cross St., Buckland wishes to serve on the Buckland Historical Commission.

He understands that local Historical Commissions are responsible for community-wide historic preservation planning.

With Buckland's rich history, he feels that this organization is important.

I, Polly Anderson, a member of the Buckland Historical Commission wholeheartedly support his membership for this upcoming term.

Polly Anderson

February 7, 2022

To: Clint Phillips, Buckland Select Board

From: Barry Del Castilho, Buckland Select Board

Cc: Andrew Baker, Shelburne Select Board;
Greg Bardwell, Shelburne Chief of Police;
Kurt Gilmore, Buckland Acting Chief of Police;
Heather Butler, Buckland Town Administrator;
Terry Narkewicz, Shelburne Town Administrator

Subject: Shared Police Service Update Agenda Item

The Shared Police Service “Working Group” has met several times in the past weeks. At our last meeting on February 3, Andrew and I agreed to make a recommendation to our respective Select Boards.

As Greg predicted a couple of months ago, it's too late to put a final, comprehensive sharing plan together and publicize it adequately for the 2022 Annual Town Meetings. We could aim for Special Town Meetings in the fall and do nothing different in the meantime, but perhaps Special Town Meetings aren't the best time to propose a big change.

So, rather than either rush something to the upcoming Annual Town Meetings, or go to Special Town Meetings, or make no changes until 2023 Annual Town Meetings, we propose an interim, administrative step forward: a shared chief of police interim agreement, specifically ending June 30, 2023 (or sooner). Shelburne Chief Bardwell would become the Buckland Chief of Police. The legal mechanism to do that is a Memorandum of Understanding between the Shelburne and Buckland Select Boards.

During this period the two Towns, with multiple occasions for public input, would develop a proposal for a subsequent, permanent shared policing arrangement...or not. In another year or so,

1. we would know the shared chief model works,
2. we should know better the full staffing and cost implications of state requirements,
3. we can consider a Village substation for a possible combined department, and
4. we will have plenty of time to consider options for the future.

We would have the full range of possibilities to consider taking to the two Annual Town Meetings in 2023:

1. Go back to separate chiefs and totally separate, but collaborating, departments, with Buckland advertising for its chief;
2. Continue with a shared chief, but nothing more;
3. Implement one of several sharing models that have been implemented by other Towns, or variations;
4. Develop something new and different with the help of the UMassBoston Collins Center for Public Management, funded through a grant.

As the next step, we seek authorization from both Select Boards to develop the form and content of such a Memorandum of Understanding. We hope that an MOU can be signed before the end of February so that its financial implications can be reflected in both Towns' budget processes.

West County Senior Services District Section Summary for Municipal Officials Meetings

Working Group Draft – 1.5.2022

Introduction

This summary provides key provisions of each section of the current draft Agreement in a more readable format compared to the legal version required for approval. Because we are the first to be creating a senior services district, this Agreement has been modeled after previous legislatively approved districts, but modified to address our needs. (Blue text notes change from the previous draft approved by the Expansion Committee, August 2020.)

Section 1. Purpose. This is a standard Declaration statement to establish a Senior Services District to meet the needs of the senior population in the member towns of Ashfield, Buckland and Shelburne as further detailed in the document. (No changes)

Section 2. Authority. This allows the towns of Ashfield, Buckland and Shelburne to create the “West County Senior Services District,” henceforth District, as a public entity when this Act is accepted by the Selectboards of all three member towns. The District is able to provide senior services and programs, and operate and maintain a shared senior center within the District. A town can withdraw from the District upon town meeting vote under specific timelines and financial obligations. The District can accept new member towns in accordance with District By-Laws. (Clarified that the town meetings approve the District Agreement language which will be then submitted to the legislature for enactment; the legislative Act is then returned to the Selectboards for final approval and implementation of the Act)

Section 3. Governance. A 6 member Board of Managers consists of 2 members from each member town appointed by their Selectboard, at least one from their Council on Aging. The Board of Managers adopts by-laws to describe meetings and establish rules and regulations for the management of its affairs, appoints a treasurer and any other officers or employees, and determines compensation and benefits. The District may contract with any of the municipal entities for treasurer services. A majority of the Board constitutes a quorum. Vacancies may be filled for unexpired terms by the corresponding Selectboard. The District is a public entity and must follow state laws. (No changes; affirmed a 6 member Board with at least one COA member)

Section 4. Powers and duties. The Board of Managers has the typical rights and powers afforded to public entities. Among them are to adopt by-laws and an official seal, to address finances of the District, to acquire and sell property, to construct, improve, extend, enlarge, maintain and repair facilities, to make and execute contracts, to employ personnel and contract professional services, and to sue and be sued. Ownership equity in real property is held by the towns and is based on 3 parts: ½ on the five-year average usage of the total amount of services, ¼ on the equalized property

values provided by department of revenue (DOR); and $\frac{1}{4}$ equalized income values provided by the DOR for each town. (Equity ownership was reworded for greater clarity; main policy remains the same; duplication of language eliminated; employment reorganized)

Section 5. Financial Authority. The Board of Managers has the authority to set fees, rates, rents, assessments and other charges to provide sufficient funds to operate the District and meet any other financial obligations of the District. (No changes)

Section 6. Operating Budget and Assessments. The Board of Managers' operating budget and assessment approval process is as follows:

- By November 1 – prepare a proposed annual budget and determine the assessment necessary to pay expenses not covered by fees and other receipts; and apportion the assessment to each town using the proportional five-year average usage formula
- By December 15 - hold at least one public hearing, and adopt a proposed annual budget
- Within 1 week of adoption – mail the proposed annual budget and proposed assessments to the Selectboards and Finance Committees
- By January 31 – receive comments from member towns
- By March 1 – adopt an annual budget, with or without amendment, by majority vote
- Within 1 week of adoption - mail it to the Selectboards and Finance Committees. The annual budget must include all revenue receipts, expenses, capital costs and other financial information to sufficiently inform the towns of the cost of operating the District.
- The annual assessment must be approved by each member town by a majority vote at a town meeting. The annual budget becomes final when all three towns approve its assessment.
- If the assessment is not approved it may be resubmitted or a revised assessment may be submitted.
- If no annual budget is adopted by the beginning of the fiscal year, the District shall operate with the previous year's budget on a month to month basis until a new annual budget becomes effective.

(The operating budget and assessment language was clarified significantly and the provision addressing other assessments was deleted)

Section 7. Borrowing and Capital Apportionment. The major provisions of this section:

- Authorizes the District to borrow to pay for necessary expenses and liabilities other than operations with the approval of all member towns
- Prior to issuance of bonds or notes the cost of repayment is apportioned to each town at the time of the appropriation.
- The apportionment is determined by three parts: $\frac{1}{2}$ in accordance with the proportional 5-year average usage of the total amount of services supplied by the District, $\frac{1}{4}$ by the equalized property values by the DOR and $\frac{1}{4}$ by the income values provided by the DOR of each municipal entity.
- Each Selectboard is required to place an article on the warrant for the next town meeting seeking authorization to issue bonds or notes and the amount to be assessed. Upon approval by each member town the District may issue the bonds or notes, not to exceed 30 years.
- The District may borrow in anticipation of revenue without complying with this section.

The fiscal year of the district begins July 1 and ends June 30.

(Reworks the borrowing and approval language for greater specificity and clarity; retains the capital apportionment policy; eliminates the \$10,000,000 cap)

Section 8. District Dissolution. Termination of the District begins with a vote of the Board of Managers requiring the Selectboards to bring a warrant article at the next town meeting with the question: “Shall the West County Senior Services District be dissolved, and its assets deposited in accordance with the vote of the Board of Managers?” If all member towns vote to dissolve, the Board of Managers are empowered to dispose of the assets of the district in accordance with General Laws. (Specified town meeting vote, not ballot, as that’s the way the District is approved)

If the Board of Managers desires to amend the district agreement, it is done in the same manner it was created.

Section 9. Transition Period. The “Consortium Agreement” ends upon vote of the member Selectboards. (NEW SECTION)

Section 10. Effective Period of the Act. If the district is not created within 10 years of this act, this act is no longer in effect. (Section number change from 9-10)

Section 11. Effective Date. This Act is effective upon its passage. (Section number change from 10-11)

EXPANSION COMMITTEE AND BOARD OF DIRECTORS DRAFT 1-5-22

PRE COUNSEL REVIEW

To see if the Town will vote to petition the General Court to enact a special act for the Towns of Ashfield, Buckland and Shelburne as follows or take any other action thereto:

AN ACT ESTABLISHING THE “WEST COUNTY SENIOR SERVICES DISTRICT”.

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

SECTION 1. It is hereby declared essential for the benefit of the people of the towns of Ashfield, Buckland and Shelburne, in order to sustain and protect the welfare, prosperity and the living conditions of their senior populations, that the towns establish a Senior Services District; that accurate, appropriate, and sustaining assessments, fees and charges for said services be established; that said supplementary services for said municipalities be operated in an efficient and financially sustaining manner to further encourage the availability and soundness of senior programing and resources all to the public benefit and good, and to the extent and in the manner provided herein.

SECTION 2. For the purposes specified in section 1, Ashfield, Buckland and Shelburne may create a Senior Services District to be known as the “West County Senior Services District”, as created in accordance with this section, shall be a body politic and corporate and a public instrumentality, hereinafter referred to as “the district.” The district shall be created when this act has been accepted by the Selectboard of each Town. Upon creation, the district shall have, any general or special law notwithstanding, as hereinafter provided and in accordance with this act, the power and authority to provide senior services and programs, construct, operate, and maintain a shared senior center within the geographical boundaries of a member town”

If any municipal entity, once having accepted this act in accordance with the provisions of this section, desires, upon town meeting vote, to withdraw from

the district, it may do so with prior written notice to the Board of Managers prior to March 1 in any given year for withdrawal one year from July 1 following the notice, and in the same manner provided for acceptance of this act; provided, however, that such withdrawing municipal entity shall be obligated to pay its pro rata share of the municipal entity's obligations for the next fiscal year following its withdrawal notice together with its pro rata share on all bonds or notes which have been approved prior to the date upon which such municipal entity gives notice of its intention to withdraw from the district, for so long as said bonds or notes are due and owing.

If any additional municipal entity wishes to join the district, they will do so as set forth by the Board of Managers in the District Bylaws providing for the allowance of additional municipal units. Any fees charged to additional municipal units after expenses are deducted, shall be used to reduce the assessments to the original towns proportionately.

SECTION 3. The management and control of all property acquired by, and the exercise of all powers, privileges and duties conferred upon the district pursuant to the provisions of this act shall be vested in and exercised by a Board of Managers, which shall consist of two members each from Ashfield, Buckland and Shelburne appointed by their Selectboard. The district shall be deemed a governmental body pursuant to chapter 30B of the General Laws. Notwithstanding any general or special law to the contrary, the administrators of the district who are procurement officers for said district shall participate in the Massachusetts public purchasing official certification program conducted by the office of the inspector general in order to earn a Massachusetts public purchasing official certificate or shall hire a certified procurement officer for purchases over \$25,000. Of the two representatives of each town, one member shall serve for a term of two years, and the other shall serve for a term of three years; at least one member shall be appointed from the town's Council on Aging. Members of the Board of Managers shall not be compensated. Members may be removed for cause by their appointing authority. Members of the Board of Managers, together with its agents, employees, and professional staff shall be indemnified against personal liability by the district. The district shall be deemed a public employer pursuant to [chapter 258](#) of the General Laws. The district acting through its initial Board of Managers shall promptly adopt by-laws describing by whom and how meetings of the board may be called, notified and conducted; establish rules and regulations for the management of its affairs not inconsistent with this act or any other provision of law; shall appoint for such

term as it may determine, a corporate treasurer of the district, and such other officers and employees not specifically provided for in this act as it may deem necessary and proper, and shall fix their compensation and benefits. The treasurer shall not be a member of the Board of Managers, and shall give bond to the district in such an amount as may be approved by said board with a surety company authorized to transact business in the commonwealth as a surety. The district may contract with any of the municipal entities for treasurer services upon terms mutually agreeable to the district and the municipal entity. A majority of appointed managers shall constitute a quorum of the Board of Managers. Vacancies occurring in the membership of the Board of Managers from any cause may be filled for the remainder of the unexpired term by the appointing authority. No vacancy occurring in the membership of the Board of Managers shall disqualify the Board of Managers from taking any action authorized by this act.

The Board of Managers shall annually prepare and provide to the Selectboards of the member towns and to each resident of member towns who requests the same, a written report of the operations and programing, the actions of the Board of Managers, and receipts and expenditures of the district for the preceding fiscal year.

SECTION 4. The district, acting by and through its Board of Managers, shall have all the rights and powers necessary or convenient to carry out and effectuate the purposes of this act including, but without limiting the generality of the foregoing, the following rights and powers:

(a) to adopt the by-laws for the regulation of its affairs and the conduct of its business, to promulgate rules, regulations and procedures in connection with the performance of its functions and duties, and to fix, enforce, and collect penalties for the violations thereof;

(b) to adopt an official seal and alter the same at its pleasure;

(c) to maintain an office at such place or places as it may determine;

(d) to apply for, receive, accept, administer, expend, and comply with the conditions, obligations and requirements respecting any grant, gift, loan, including without limitation any grant, gift or loan from agencies of local, state, and federal governments, donation or appropriation of any property or money in aid of the purposes of the district, and to accept contributions of money, property, labor, or other things of value;

(e) to acquire by purchase, lease, lease purchase, sale and lease back, gift, or devise, or to obtain options for the acquisition of, any property, real or personal, easements, or any interest therein, in the exercise of its powers and the performance of its duties in compliance with the District Bylaws and this Act. Ownership of equity in any real property for each town shall be held by the towns in the Equity by member towns shall be determined by three parts, half in accordance with the proportional five-year average usage of the total amount of services supplied by the district. and one quarter by the equalized property and one quarter by the income values (EQV) provided by the Mass Department of Revenue or its successor for each such municipal entity.

(f) to sell, lease, mortgage, exchange, transfer or otherwise dispose of, or grant options for any such purposes with respect to, any property, real or personal, tangible or intangible, or any interest therein in compliance with the District Bylaws and this Act;

(g) to fix, revise, charge, collect and abate fees, rates, rents, and other charges for services, facilities, and commodities furnished or supplied by it;

(h) to construct, improve, extend, enlarge, maintain, and repair the senior facilities located within the geographical jurisdiction of the district;

(i) to make contracts of every name and nature, and to execute and deliver all instruments necessary or convenient for carrying out any of its purposes;

(j) to sue and be sued and to prosecute and defend actions relating to its properties and affairs, provided that only property of the district other than revenues pledged to the payment of bonds or notes shall be subject to attachment or levied upon execution or otherwise;

(k) to engage architectural, engineering, accounting, management, legal, financial, and environmental consulting and other professional services;

(l) to hire an Executive Director for the District and employ personnel

(m) to charge a programming and use fee to senior clients who are or are not residents of the member towns, and seek to use the services and resources of the district in a manner as the Board of Managers may determine; and

(n) to do all things necessary, convenient or desirable for carrying out the purposes of this act for the purposes expressly granted or necessarily implied in this act.

SECTION 5. Fees, rates, rents, assessments, and other charges for resources and services, facilities, and commodities furnished or supplied by the district shall be fixed and adjusted by the Board of Managers so as to provide funds at least sufficient in each fiscal year, together with other revenues and funds of the district, if any, available therefore, to pay the full cost of operation of the district for that fiscal year, including all current expenses; all debt service on bonds or notes of the district; all costs of maintenance, repair and replacement, including the establishment of reasonable overlay funds, stabilization funds, replacement reserves, and other similar funds in accordance with generally accepted accounting principles, as determined by the Board of Managers to be necessary or desirable to be funded as current expenses; and all other amounts which the district may be obligated to pay or provide for by law or by contract. Notwithstanding any general or special law to the contrary, the Board of Managers may establish rates, including differential rates, rents, assessments, fees and other charges authorized by this act.

SECTION 6. The District, for the purpose of paying expenses, providing services and operation shall prepare a proposed annual budget for each fiscal year by November 30, of the preceding year. The Board of Managers shall determine what assessment is necessary to pay for expenses of the District not covered by fees charged or other receipts in accordance with section 5, and shall apportion such amount in accordance with the proportional five-year average usage formula by each member municipal entity of the services being supplied by the districts.

The Board of Managers shall hold at least one public hearing on the proposed annual budget after such notice to the member municipalities and the public as it shall determine and shall adopt such proposed annual budget, with or without amendment, after the public hearing but not later than the fifteenth (15th) day of December.

Within one week of its adoption, the Board of Managers shall cause the proposed annual budget and proposed assessment to be mailed to the Select Board and Finance Committee in each member municipality.

The Board of Managers shall receive comments from the member municipalities until the following January 31st. After the final day for the municipal comment and prior to March 1, the Board of Managers shall, by majority vote, adopt an annual budget, with or without amendment, and shall

notify the member municipalities of the same by mail as aforesaid in the case of the proposed annual budget and assessment.

The annual budget shall include all revenue receipts, expenses, capital costs and other financial information to sufficiently inform the towns of the costs of operating the District.

The annual assessment MUST be approved by each member municipality by a majority vote of its Legislative Body at a Town Meeting held prior to the commencement of the fiscal year to which the budget pertains. The annual budget shall then become final and effective for the following fiscal year upon the adoption of each member towns assessment.

If the assessment is not approved, the Board of Managers may from time to time resubmit it or may submit a revised assessment for municipal consideration in the manner described above, but without need for a proposed annual budget or public hearing, and if no annual budget has been adopted prior to the commencement of the fiscal year to which it pertains, the District shall operate with the budget for the previous year on a month to month basis until a new annual budget becomes effective.

Any sums assessed by the district and raised and appropriated by a municipal entity in accordance with this section shall not be subject to sections 20A, 20B and 21C of chapter 59 of the General Laws.

SECTION 7. The district, for the purpose of paying necessary expenses and liabilities incurred under this act, other than expenses and operation, may, any other general or special law notwithstanding, and with this section and the approval of ALL member towns, from time to time borrow such additional sums as may be necessary, and issue bonds or notes therefore which shall bear on their face the words "West County Senior Services District Loan Act" and such other distinguishing designation as may be determined by the Board of Managers, and each authorized issue shall constitute a separate loan and such loans shall be payable in not more than 30 years from their dates, notwithstanding any other provision of law. The district may borrow from time to time such funds as may be necessary for the purposes of this act in anticipation of revenue without the necessity of complying with this section. Indebtedness incurred under this act shall, except as otherwise provided herein, be subject to chapter 44 of the General Laws.

Prior to the issuance of such bonds or notes, other than borrowings in anticipation of revenue, the Board of Managers shall apportion the cost of repayment of each bond or note, which cost shall be apportioned to each municipal entity which has accepted this act pursuant to Section 2.

The member towns share of a borrowing shall occur at the time of appropriation. Shares by member towns shall be determined by three parts, half in accordance with the proportional five-year average usage of the total amount of services supplied by the district. and one quarter by the equalized property and one quarter by the income values (EQV) provided by the Mass Department of Revenue or its successor for each such municipal entity. Upon determining such amounts, the Board of Managers shall certify, to the Selectboard in each town who shall have accepted this act in accordance with section 2, that the Board of Managers shall propose the issuance of such bonds or notes, and the amount to be assessed against each member unit therefore. The Selectboard of each municipal entity, shall cause to be placed in the warrant for the next available special or annual town meeting, an article in the form specified by the Board of Managers, seeking authorization from each member town meeting for the district to issue such bonds or notes, and the amount to be assessed therefore against each municipal agency. Upon approval by each member town meeting of such municipal entities, the district may issue such bonds or notes as have been approved. **Such bonds or notes shall be issued upon the full faith and credit of the district, and of all municipal entities that have accepted this act in accordance with section 2, notwithstanding any other provision of law.** The indebtedness on bonds or notes issued by the district and the municipal entities pursuant to this act shall not be subject to [section 10 of chapter 44](#), and sums assessed by the district to repay such bonds or notes shall not be subject to sections 20A, 20B and 21C of [chapter 59](#) of the General Laws.

The fiscal year of the district shall commence July 1 and end June 30.

SECTION 8. In the event that the Board of Managers desires to terminate the district and dispose of its assets, a majority of the Board of Managers then existing shall first vote to do so, and give notice of such vote, in writing, to the Selectboard of each municipal entity which has accepted this act in accordance with section 2. Each municipal entity shall thereafter provide, at its next regular or special town meeting a warrant article to dissolve in the same manner in which the district was created, the warrant article shall

contain the question "Shall the West County Senior Services District be dissolved, and its assets disposed of in accordance with the vote of its Board of Managers?". If all municipal entities which have accepted this act vote in the affirmative, the district shall be dissolved, but not otherwise. In the event of such affirmative vote, the Board of Managers shall be empowered to dispose of the assets of the district in accordance with the General Laws.

In the event the Board of Managers desires to amend the district agreement it shall be done in the same manner in which the agreement was created.

SECTION 9. Transition Period. The "Consortium Agreement" shall cease to exist upon the vote of all member Selectboards.

SECTION 10. If the district authorized by section 2 is not created in the manner described in said section 2 within ten years from the effective date of this act, then this act shall be without further legal effect.

SECTION 11. This act shall take effect upon its passage.

Subject: RE: Community Fridge

Date: Thursday, January 27, 2022 at 5:04:00 PM Eastern Standard Time

From: Town Administrator

To: Emily Gopen

CC: Facilities

Hi Emily

I will bring this to the next Selectboard meeting on the 8th but in the meantime here's my quick thoughts:

From: Emily Gopen <emilygopen@gmail.com>

Sent: Wednesday, January 26, 2022 5:17 PM

To: Town Administrator <townadmin@town.buckland.ma.us>

Subject: Community Fridge

Hi Heather -

We just had a meeting to figure out next steps for the fridge. (You may have noticed the glaciers forming all around the cupboard ... !!)

I have several questions for you and the Selectboard, which I can send in another email, or if you are available, I'd love to have a phone conversation. Can I try calling you Friday morning, before 10:00?

Meanwhile, I will outline some questions:

1) Can we create (Or get) a structure, shed-like, to house the fridge and pantry shelves? If so, can it move away from the building, or at least be facing the sidewalk? What are the boundaries of town controlled alley space? **A small shed-like structure might be helpful with all the snow and ice issues. The Town owns the entire alley space and we just need to make sure we are keeping it accessible by ADA standards. If moving it forward and front facing helps I don't have an issue with that.**

2) Is this going to be a long-term place, or will we have to renegotiate annually ...? **I think unless we get complaints from someone – which we haven't and I don't expect them – I see no reason why we can't offer you this space long term.**

3) Do I understand correctly that the town will pay for electricity? **That was Zack's offer. We would want to reconfirm that now that he's off the board. Again I don't see there being an issue with the Town doing that, I just don't want to be the one to say so.**

4) Should we assume that we are responsible for all shoveling, sanding, salting, and ice-chipping? **We have been trying to keep up with the ice in the alley but it isn't our first priority. If we could tag team this it would be helpful.**

5) Can we, or the town, install a motion-sensitive light in a place where it would light the structure when someone approaches? **I think that's a good idea. We have typically used Palmari but he can be hard to schedule. Let's get an okay from the Selectboard and see who's available quickly.**

Thanks, and I hope we can talk soon -

Emily

TOWN OF BUCKLAND
MASSACHUSETTS

February 8, 2022

Ms. Linda Marcotte
17 State Street
Shelburne Falls, MA. 01370

Dear Ms. Marcotte:

I am pleased to inform you that the Board of Selectmen voted at their meeting on February 8 2022 to appoint you to a position of Interim Treasurer / Collector for the Town of Buckland, effective retroactively to January 31, 2022.

The Board is offering you a rate of \$25.00 an hour and anticipate you will work no more than 37.5 hours per week unless preapproved by the Town Administrator.

The length of this appointment will expire upon the successful recruitment and training of a permanent Treasurer / Collector.

Please contact me if you have any questions. We are very appreciative of your willingness to work with the Town of Buckland, once again.

Sincerely,

Heather Butler
Town Administrator
Town of Buckland

17 STATE STREET - BUCKLAND
SHELBURNE FALLS, MA • 01370
PHONE: (413) 625-6330 • FAX: (413) 625-8570

**TOWN OF BUCKLAND
MASSACHUSETTS**



February 10, 2022

Francisca Heming
District Highway Director
MassDOT, District One
270 Main Street
Lenox, MA 02140

Dear Ms. Heming:

On behalf of the Town of Buckland Selectboard I am writing to confirm that the Board has reviewed and approved the Traffic Management Plan as presented by Honest Scholar Productions, LLC as part of its application to close the Iron Bridge on March 3, 2022.

The Towns of Buckland and Shelburne will work together to ensure that the proposed closure will have the least amount of disruption to residents and visitors as possible.

Please let us know if there are questions or concerns.

Sincerely,

Heather Butler
Town Administrator

Honest Scholar Productions, LLC
"The Holdovers"
125 Nagog Park, Ste. 301
Acton, MA 01720

SET 1: EXT CHRISTMAS XMAS TREE LOT 3-9 State St Buckland MA
SET 2: EXT WINNING TICKET 14 Bridge St Shelburne Falls MA
Prep: 3/2/22 Shoot: 3/3/22 Wrap: 3/4/22

HOLDOVERS



KEY

- = SET
- = PREP - WRAP PARKING
- = SHOOT PARKING ONLY
- = CLEARED FOR TRAFFIC
- = DETAIL POSITION
- = ROAD CLOSURE
- = SECURITY

Honest Scholar Productions, LLC
"The Holdovers"
125 Nagog Park, Ste. 301
Acton, MA 01720

BASECAMP: Mohawk Trail Regional School - 26 Ashfield Rd Shelburne Falls MA 01370
CREW PARKING: JS Rae - 2231 Mohawk Trail Shelburne Falls, MA 01370
Prep: Shoot: 3/3/22 Wrap:

HOLDOVERS



Honest Scholar Productions, LLC
"The Holdovers"
125 Nagog Park, Ste. 301
Acton, MA 01720

SET 1: EXT CHRISTMAS XMAS TREE LOT 3-9 State St Buckland MA
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HOLDOVERS



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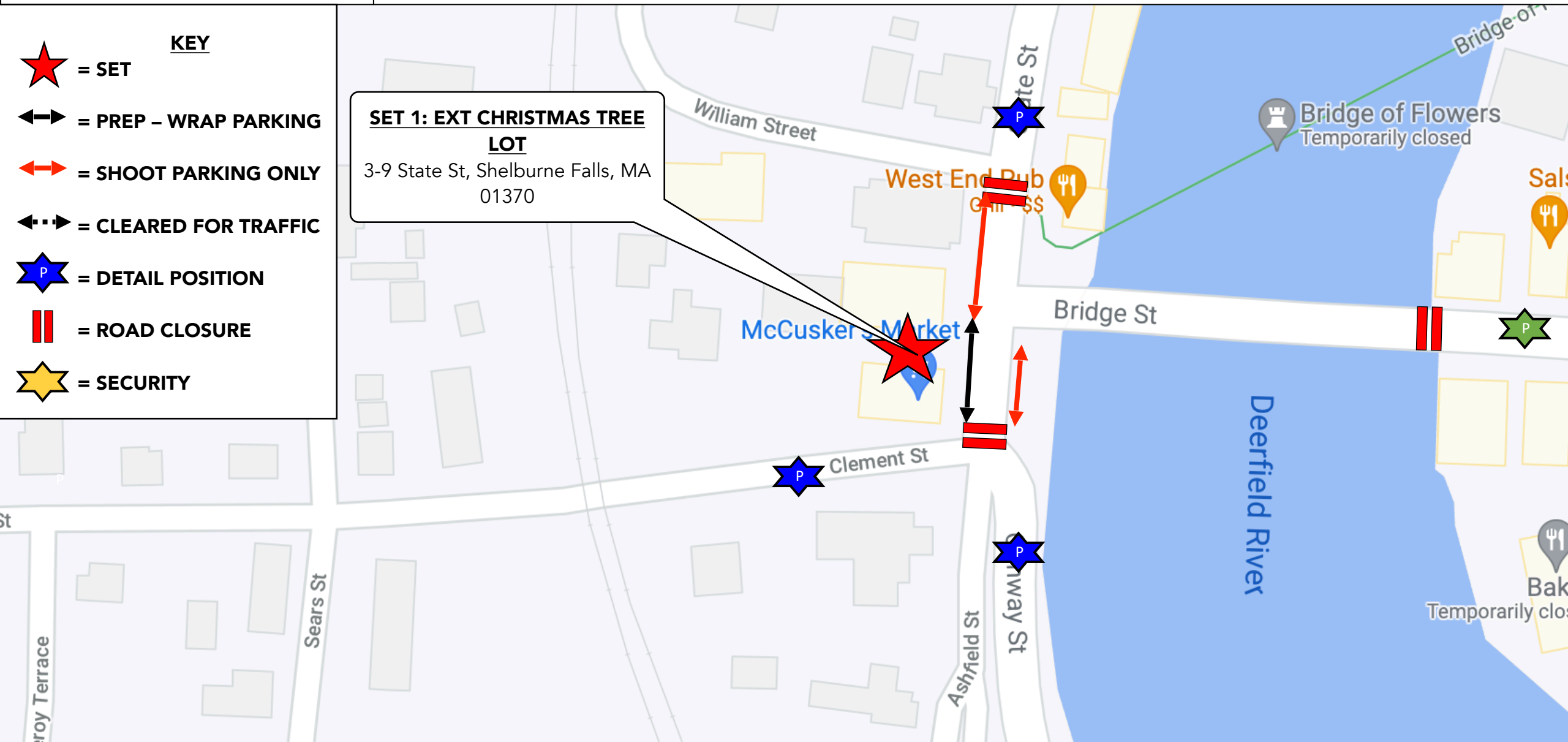
SET 1: EXT CHRISTMAS XMAS TREE LOT
3-9 State St Buckland MA
Prep: 3/2/22 Shoot: 3/3/22 Wrap: 3/4/22

HOLDOVERS

KEY

- ★ = SET
- ↔ = PREP - WRAP PARKING
- ↔ (red) = SHOOT PARKING ONLY
- ↔ (dashed) = CLEARED FOR TRAFFIC
- ★ P = DETAIL POSITION
- || = ROAD CLOSURE
- ★ (yellow) = SECURITY

SET 1: EXT CHRISTMAS TREE LOT
3-9 State St, Shelburne Falls, MA 01370



Honest Scholar Productions, LLC
"The Holdovers"
125 Nagog Park, Ste. 301
Acton, MA 01720

SET 1: EXT CHRISTMAS XMAS TREE LOT
3-9 State St Buckland MA
Prep: 3/2/22 Shoot: 3/3/22 Wrap: 3/4/22

HOLDOVERS

NO PARKING POSTED FOR PREP / SHOOT / WRAP:

WED 3/2/22 8:00AM – 6:00PM

FRI 3/4/22 8:00AM - 6:00PM

3-9 State St, Buckland MA

ADDITIONAL PARKING POSTED FOR SHOOT ONLY:

THUR 3/3/22 4:00AM - THUR 3/3/22 11:59PM:

9-14 State St, Buckland MA

(3) Spaces @ State St and Bridge St

INTERMITTENT TRAFFIC CONTROL [ITC]:

THUR 3/3/22 8:00AM - 4:00PM

BUCKLAND OFFICER #1: State St & William St

BUCKLAND OFFICER #2: Clement St & State St

BUCKLAND OFFICER #3: Conway St & State St

SHELBURNE OFFICER #1: Bridge St & Water St

SIDEWALK CLOSURE:

NONE

ROAD CLOSURE:

THUR 3/3/22 8:00AM - 11:00PM

Bridge St Bridge (Buckland / Shelburne Falls Bridge)

DETOUR:

At MAIN ST and BRIDGE ST in Shelburne Falls to STATE ST in Buckland: Turn RIGHT and head NORTH on to Main St, turn RIGHT on to Hope St, turn LEFT on to Mechanic St, enter MA-112 S / MA-2 W, take LEFT exit on to State St, Shelburne Falls

At MAIN ST and BRIDGE ST in Shelburne Falls to CONWAY ST in Buckland: Turn RIGHT and head NORTH on to Main St, turn RIGHT on to Hope St, turn LEFT on to Mechanic St, enter MA-112 S / MA-2 W, take RIGHT exit on to MA-112 S, turn LEFT on to Rand Rd, turn LEFT on to Crittenden Hill Rd, turn LEFT on to Clement St, RIGHT on to Conway St

Honest Scholar Productions, LLC
"The Holdovers"
125 Nagog Park, Ste. 301
Acton, MA 01720

SET 2: EXT WINNING TICKET
14 Bridge St Shelburne Falls MA
Prep: 3/2/22 Shoot: 3/3/22 Wrap: 3/4/22

HOLDOVERS



Honest Scholar Productions, LLC
"The Holdovers"
125 Nagog Park, Ste. 301
Acton, MA 01720

SET 2: EXT WINNING TICKET
14 Bridge St, Shelburne Falls, MA 01370
Prep: 3/2/22 Shoot: 3/3/22 Wrap: 3/4/22

HOLDOVERS

NO PARKING POSTED FOR PREP / SHOOT / WRAP:
WED 3/2/22 6:00AM - FRI 3/4/22 6:00PM
2-14 Baker Ave, Shelburne Falls, MA 01370

ADDITIONAL PARKING POSTED FOR SHOOT ONLY:
THUR 3/3/22 6:00AM - THUR 3/3/22 11:59PM
14-18 Baker Ave, Shelburne Falls, MA 01370

THUR 3/3/22 12:00PM - THUR 3/3/22 11:59PM
2-4 Bridge St Shelburne Falls MA
7-17 Bridge St Shelburne Falls MA
20-32 Bridge St Shelburne Falls MA
25-33 Bridge St Shelburne Falls MA

INTERMITTENT TRAFFIC CONTROL [ITC]:
THUR 3/3/22 2:00PM - 11:00PM
SHELBURNE OFFICER #1: Water St & Bridge Of Flowers
SHELBURNE OFFICER #2: Bridge St & Baker Ave
BUCKLAND OFFICER #1: Bridge St & State St

SIDEWALK CLOSURE:
NONE

ROAD CLOSURE:
THUR 3/3/22 8:00AM - 11:00PM
Bridge St Bridge (Buckland / Shelburne Falls Bridge)

DETOUR:
At MAIN ST and BRIDGE ST in Shelburne Falls to STATE ST in Buckland: Turn RIGHT and head NORTH on to Main St, turn RIGHT on to Hope St, turn LEFT on to Mechanic St, enter MA-112 S / MA-2 W, take LEFT exit on to State St, Shelburne Falls
At MAIN ST and BRIDGE ST in Shelburne Falls to CONWAY ST in Buckland: Turn RIGHT and head NORTH on to Main St, turn RIGHT on to Hope St, turn LEFT on to Mechanic St, enter MA-112 S / MA-2 W, take RIGHT exit on to MA-112 S, turn LEFT on to Rand Rd, turn LEFT on to Crittenden Hill Rd, turn LEFT on to Clement St, RIGHT on to Conway St

Honest Scholar Productions, LLC
"The Holdovers"
125 Nagog Park, Ste. 301
Acton, MA 01720

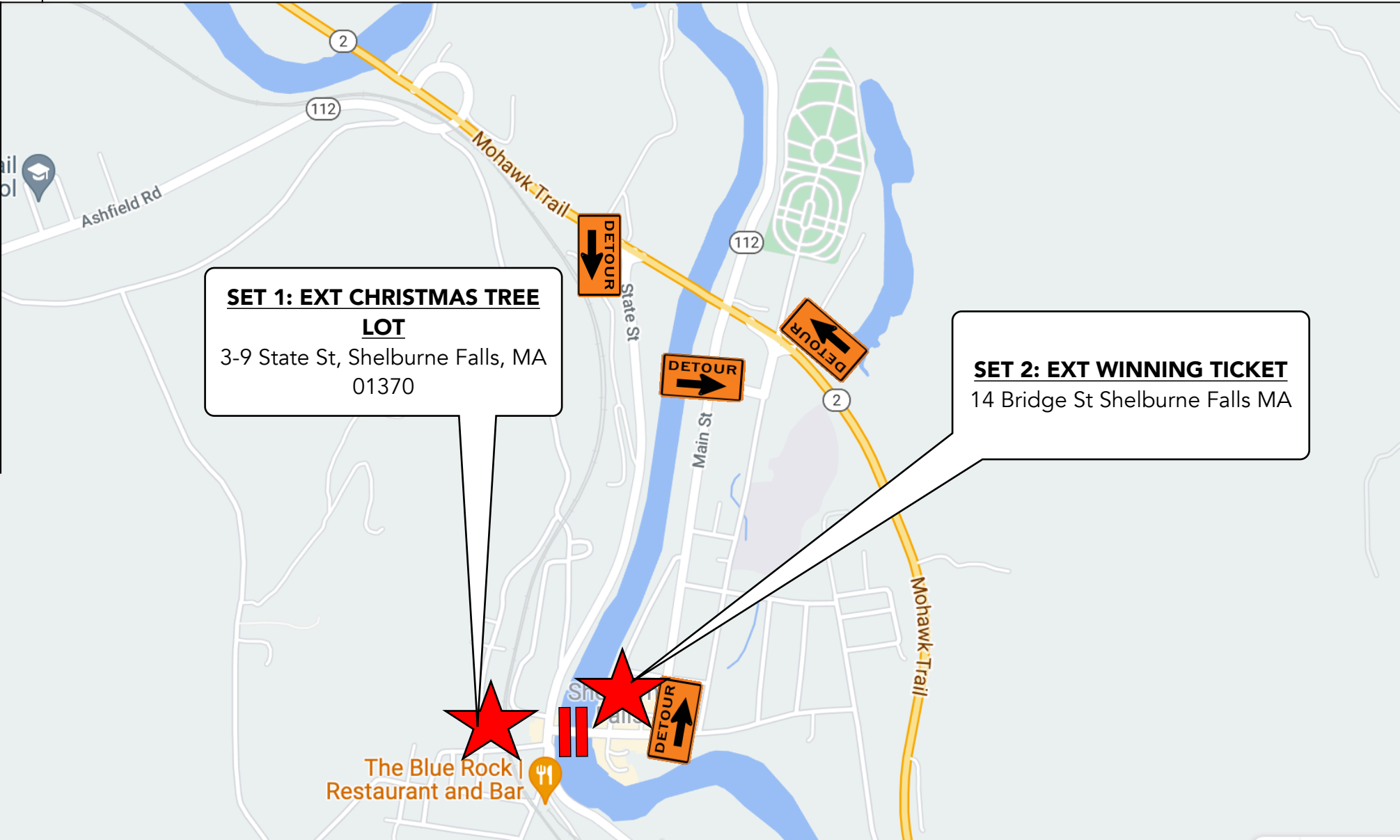
DETOUR MAP: At MAIN ST and BRIDGE ST in Shelburne Falls, MA to STATE ST in Buckland, MA

Prep: 3/2/22 Shoot: 3/3/22 Wrap: 3/4/22

HOLDOVERS

KEY

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125 Nagog Park, Ste. 301
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At MAIN ST and BRIDGE ST in Shelburne Falls to CONWAY ST in Buckland, MA

Prep: 3/2/22 Shoot: 3/3/22 Wrap: 3/4/22

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 = SECURITY

KEY





CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

TERRENCE M. REIDY
SECRETARY

The Commonwealth of Massachusetts

Department of State Police

Division of Administrative Services

Communications Section

470 Worcester Rd

Framingham, MA 01702

Date: January 5, 2022



CHRISTOPHER S. MASON
COLONEL/SUPERINTENDENT

R. SCOTT WARMINGTON
DEPUTY SUPERINTENDENT

To: Authority Having Jurisdiction

Subject: State Police Dispatch Services Memorandum of Understanding Renewal Notice

In 1994, as a result of the statewide implementation of Enhanced 9-1-1 services, the Executive Office of Public Safety & Security ("EOPSS") tasked the Massachusetts State Police ("Department") with providing police, fire, and medical dispatch services at no cost to numerous small towns in Worcester, Franklin, Hampden, and Hampshire Counties. At the time, each town signed a five (5) year Memorandum of Understanding ("MOU") outlining the conditions of these free public safety services, with the understanding that after the first five (5) years the Commonwealth would start assessing user fees for these services. The Commonwealth never enacted those user fees but the Department felt it was prudent to continue the five (5) year no-cost MOU and has been doing so ever since. The MOU was last updated in 2006 and although there have been renewals after that date, all of our current MOUs have since lapsed—with the most recent expiring in 2013.

The MOU was recently updated in November 2020 and the Department is now distributing the MOU for execution with our municipalities and fire districts. This is still a five (5) year no-cost MOU for core public safety dispatch services, with an automatic renewal option for an additional five (5) years if neither party files a written objection. To keep things on a calendar year schedule, we have dated your MOU effective January 1, 2022. The Department has executed its portion; I ask that you review the MOU and have the current Chairperson of the Authority Having Jurisdiction (i.e. selectboard or prudential committee) sign and execute the MOU and return to me in the provided self-addressed, stamped envelope.

If you have any questions regarding the terms of the MOU, please let me know via email at matthew.barstow@mass.gov or by telephone at (508) 820-2264.

Regards,

Matthew C. Barstow
Director of Telecommunications
Massachusetts State Police

**AN AGREEMENT FOR PROVIDING PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE MASSACHUSETTS STATE POLICE
AND
THE TOWN OF BUCKLAND, FRANKLIN COUNTY, MASSACHUSETTS**

AGREEMENT entered into this 1st day of January 2022 by and between the Department of State Police and the Town of Buckland, Franklin County, Massachusetts.

WITNESSETH

Whereas,

1. The Department of State Police (the "Department") is a department within the Executive Office of Public Safety and Security ("EOPSS"), pursuant to Section 18 of Chapter 6A of the Massachusetts General Laws as most recently amended by Section 4 of Chapter 412 of the Acts of 1991.
2. The Town of Buckland (the "Town") is a municipality within the Commonwealth of Massachusetts, located in Franklin County.
3. The Select Board of the Town of Buckland is recognized as the Authority Having Jurisdiction ("AHJ") and is the sole executive authority for the Town for the purposes of this Agreement.
4. The emergency public safety dispatching needs of the Town will be met via a Regional Dispatch/9-1-1 Public Safety Answering Point ("PSAP"), so named SHELBURNE FALLS MSP PSAP, owned and operated by the Department, located in Shelburne Falls, Franklin County, Massachusetts.
5. Participating in a regional communications network will improve public safety operations and further ensure the safety of public officials, first responders, and the citizens of the Commonwealth.

NOW THEREFORE, The Department and the Town, in consideration of mutual covenants and agreements contained herein, do mutually agree as follows:

1. The Department agrees to provide the Town with necessary dispatch center capabilities by providing emergency and, where specifically and mutually agreed upon by all parties, non-emergency voice and data communications for police, fire, emergency medical services ("EMS"), and related emergency services ("Dispatch Services"). These Dispatch Services, excluding certain exemptions as outlined below, will be provided at no cost to the Town for a period of five (5) years commencing on this 1st day of

January 2022, if the authorized parties have executed this agreement. This Agreement shall automatically renew for a period of five (5) additional years if no written objection or petition for change is initiated by either party within sixty (60) days prior to the end of the original term.

2. The Department agrees to staff the PSAP with trained and certified Public Safety Dispatchers who are Department employees in compliance with MA 560 CMR 5.04. The Department shall retain sole responsibility for all employment actions relative to the employees in the PSAP.
3. The Town, in accordance with Chapter 291 of the Acts of 1990, will provide or has already provided a letter of intent to the State 9-1-1 Department indicating that the Town has designated the Department as its Public Safety Answering Point as a result of this Agreement.
4. The Department, in compliance with MA 560 CMR 5.05, provides Emergency Medical Dispatch ("EMD") services and related quality assurance through its certified employees at the PSAP. The Department will provide EMD services to the Town of Buckland as part of its Dispatch Services unless the Town so waives, in writing, the requirement by utilizing another authorized certified EMD resource.
5. The Department will establish a Regional Oversight Committee/Board of Overseers ("ROC") to afford agencies served by the PSAP an official avenue to provide and receive both solicited and unsolicited feedback regarding the dispatch operations of the PSAP. The Department and these agencies will mutually determine the composition of the ROC and the process for electing/removing members to/from the ROC. While the Department will solicit and receive regular input from the ROC, it is understood that the Department shall maintain operational and procedural control of the PSAP at all times.
6. The Town agrees to designate a liaison, and agrees to work within the governance structure of the ROC, for coordination with the Department and/or its agents on all issues requiring administrative action between the PSAP and the Town. The liaison will be required to participate in, but not limited to, the following:
 - a. Manage, update, and administer local databases relative to the delivery of 9-1-1 services to the Town, including the Disability Indicator database, MassGIS mapping database, or any other databases as otherwise directed by either the Department or the State 9-1-1 Department.
 - b. Provide the Department with performance evaluations of PSAP operations and dispatch services offered to the Town under this agreement.
 - c. Assist the Department, when solicited, in reviewing any significant upgrades of the telephony, radio, technology, or facility subsystems of the PSAP.

- d. Work with the Department to provide and/or develop Standard Operating Procedures ("SOPs") for the Town's public safety services to be implemented by the PSAP. The Department shall ensure all SOPs will be consistent for all Towns served by the PSAP to maximize operational efficiency, where feasible.
7. The Town agrees to assist the Department, where applicable, in meeting the Department's eligibility requirements for any or all of the State 9-1-1 Department grant programs. The Department is responsible for notifying the Town of any specific obligations it may have under said grant program guidelines and shall assist, where possible, the Town in fulfilling said obligations. The Department reserves the right to sever this Agreement, per the Termination Clause contained herein, if the Town is unwilling or fails to fulfill said obligations and that unwillingness or failure threatens the Department's eligibility for State 9-1-1 Department grant funding.
8. If, by previous agreement, the Town and the Department mutually operate radio system(s) partly or wholly owned by the Town, both parties shall agree to operate the Town's radio system(s) in accordance with Part 90 of the Federal Communications Commission ("FCC") rules and regulations. The Town and the Department mutually agree to obtain and keep current all matters relating to their respective frequencies as required and granted by the FCC. The Town shall notify the Department at least ninety (90) days prior to filing any application with the FCC to modify any component of the Town's FCC license to operate its radio system(s).
9. The Town agrees to work with the Department on radio frequency consolidation, where applicable, in order to foster improved interoperability. Neither the Town nor the Department is specifically obligated to fund any change, but will work together to seek funding should frequency consolidation be deemed necessary for the efficient operation of the PSAP.
10. If, by previous agreement, the Town and the Department mutually operate radio system(s) partly or wholly owned by the Town, the Town agrees that the costs associated with any decision it makes to change the Town's radio system (excluding a plan for interoperability), including the moving of site(s), the addition or removal of radio base station(s), repeater(s), receiver site(s), or new telecommunications infrastructure or backhaul will be solely funded by the Town. The Town must obtain approval from the Department for any proposed changes to the Town's mutually operated radio system prior to implementation.
11. The Department, in pursuit of improving its Dispatch Services, may, as a result of advances in technology and/or industry best practices, implement or deploy new systems, services, or technologies ("SST") at the PSAP, either natively or through third party vendor(s) that allow for the Town to leverage optional features or connectivity. If there is a hardware, software, maintenance, subscription, license, or service cost associated with said SST and the Town chooses to utilize or participate in the SST, the

Town may be required to fund some or all of said costs. Such costs may be negotiated with the vendor(s) by the Department on behalf of the Town, but all contracts and/or costs for utilizing said SST shall be paid directly to the third party vendor(s) by the Town. The Department shall reserve the right to restrict access or otherwise prevent the Town from utilizing said SST upon notice from a vendor of non-payment by the Town.

12. The Department, in its endeavor to provide industry-leading safety and security of its public safety data systems and information, reserves the right to restrict the Town's access/connectivity/data exchange/computer interfaces to the PSAP, the Department or Commonwealth networks, CJIS networks or information, or any other mechanism of data exchange if it deems same to be an exigent security risk. The Department will work with the Town to resolve security compliance issues in a good faith effort to restore connectivity in a timely fashion. The Town will still be able to receive core Dispatch Services throughout the duration of a restriction.
13. The Town agrees that processing of formal complaints, whether initiated by a Town employee, vendor, contractor, or member of the general public, regarding Department employees and/or their actions shall be handled in accordance with the Department's General Order ADM-14 and Communications Section policy and procedure. The Department agrees that formal complaints, whether initiated by a Department employee, vendor, contractor, or member of the general public, regarding Town public safety employees, hired vendors or contractors working for the Town and/or their actions shall be referred to the Town's appointing AHJ. The Town and the Department, through the ROC, will establish a mutually agreeable procedure for filing formal complaints.
14. Media inquiries regarding the operation of the PSAP or its employees will be directed to and handled by the Department's Office of Media Relations. Media inquiries regarding the Town of Buckland or its employees will be directed to the Chairperson of the AHJ for the Town or his/her designee. Media inquiries concerning specific incidents under the jurisdiction of the Fire Department, Police Department, EMS provider, or other municipal adjunct will be directed to the appropriate department head pursuant to current policy and procedure for each department.
15. The Department and the Town mutually agree that the highest priority of communications is one that involves a life-threatening incident. In the event of a system failure of the communications network or the PSAP, the Department or its designee shall have the authority to implement emergency procedures to manage the event. All parties shall agree upon the emergency policy and procedures as part of the municipal plan submitted to the State 9-1-1 Department. This plan may be reviewed and modified on an annual basis.
16. All disputes relating to any interpretation of this Agreement shall be submitted to both the Department's Chief Legal Counsel and the Chairperson of the AHJ for the Town or

his/her designee for review, finding and recommendation. If, after a period of ninety (90) days has elapsed from the date of review and no resolution of the dispute has been agreed to by both parties, the dispute shall be submitted to a third-party mediator mutually agreed upon by the Town and the Department. The costs of said mediator shall be equally shared by the Town and by the Department.

17. In the event of unforeseen demands and/or fiscal constraints that require the Department to reevaluate its PSAP operations and/or Dispatch Services commitments, the Colonel of the State Police or his/her designee will present, in writing, such concerns and/or proposed solution(s) for consideration to the Chairperson of the AHJ for the Town. If the parties are unable to mutually agree to said proposed solutions, said disagreement shall be resolved in accordance with the preceding paragraph of this Agreement.
18. This document constitutes the entire agreement between the Town of Buckland and the Department with respect to Dispatch Services. No oral statements, promises, express or implied warranties or other understandings, except those expressly set forth in this Agreement shall be valid unless reduced to writing and signed by both parties. This Agreement may only be amended by a written document signed by all parties witness to this Agreement.
19. The execution of this Agreement shall nullify and supersede any and all provisions of any and all previous Agreements.

TERMINATION CLAUSE

1. In the event there is a need or desire by either party to terminate this agreement, a prior written notice of twelve (12) months is required. The termination notice must be in the form of a written document signed by the current approving AHJ from this Agreement. The State 9-1-1 Department must also be notified in writing of any intent to terminate or otherwise dissolve this Agreement. In the event that the termination clause is exercised in accordance with this Agreement, the party initiating the termination shall immediately undertake efforts to secure a suitable alternate PSAP and dispatch configuration for the Town of Buckland that is approved by the State 9-1-1 Department.
2. The initiating party of the termination clause will bear the sole financial responsibility of relocating public safety dispatch services, including, but not limited to, any costs associated with transfer of electronic or paper records, radio infrastructure reconfiguration and licensing, and early termination of subscription services/maintenance agreements, unless otherwise provisioned or arranged by prior written agreement. The parties agree that any financial obligations, capital assets, or other contributions to the operation of the PSAP made by or on behalf of the Town of

Buckland, prior to the execution of this termination clause, that benefitted at least one other municipality served by the PSAP, will be retained by the PSAP, unless otherwise provisioned or arranged by prior written agreement.

In Witness Whereof, the parties have hereto set their duly authorized bonds and seals on the date subscribed.

DEPARTMENT OF STATE POLICE

TOWN OF BUCKLAND

Signature: Cory J. Mason
Superintendent/Colonel

Signature: _____
Title: _____

Printed Name: CHA. GEORGE J. MASON

Printed Name: _____

Date: 12-27-21

Date: _____



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

January 19, 2022

Dear Ms. Butler

Congratulations! I am pleased to notify you that the Town of Buckland has been awarded a grant under the Air Sensor Grant Program. I want to thank you for your commitment to increasing awareness of air pollution for the benefit of your community and the environment.

Enclosed you will find further instructions from the Department of Environmental Protection on next steps. Please feel free to contact Joanne Morin at joanne.o.morin@mass.gov if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

A handwritten signature in blue ink that reads "Charles Baker".

A handwritten signature in blue ink that reads "Karyn Polito".



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Kathleen A. Theoharides
Secretary

Martin Suuberg
Commissioner

January 19, 2022

Heather Butler
Town of Buckland
17 State Street
Shelburne Falls, MA 01370

Dear Ms. Butler

The Commonwealth of Massachusetts is pleased to announce that the Town of Braintree has been awarded a grant of 7 PurpleAir sensors (model PurpleAir PA-II) under the Massachusetts Air Sensor Grant Program. A full description of the PurpleAir PA-II sensor can be found on the PurpleAir website at <https://www2.purpleair.com>.

The sensors will be procured by the Massachusetts Department of Environmental Protection (MassDEP) and provided to you as per the terms in Section II. MassDEP's Responsibilities of the *Air Sensor Grant Agreement*.

To accept the grant, you will need to return the attached Air Sensor Agreement that requires signature within **30** calendar days of receipt. You may sign, scan and send us the document or you may sign electronically.

Please email the signed Air Sensor Grant Agreement to air.sensor@mass.gov. Please note that that the Signatory of the attached grant agreement must be authorized by the governing body of **GRANTEE NAME** to enter into this grant agreement on behalf of **GRANTEE NAME**.

MassDEP will email you an electronically signed copy for your records.

You have up to 60 days, after inspection and acknowledgement of receipt of the air sensors, to distribute and ensure that the air sensors have been set up in outdoor locations in accordance with the project description set forth in your grant application and Section III, Responsibilities of the Grantee of the *Air Sensor Grant Agreement*.

All sensors must: (1) be placed in an outdoor location within the municipality's boundaries and have access to electricity and wifi; (2) be registered with www.purpleair.com; (3) be set to

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

AGREEMENT BETWEEN THE
MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND THE
Town of Buckland
REGARDING THE
MASSACHUSETTS AIR SENSOR GRANT PROGRAM

This Agreement is entered into this 8 day of February , 2022, by and between the Commonwealth of Massachusetts, acting through its Department of Environmental Protection (“MassDEP”) and the Town of Buckland (“Grantee”), acting through its Selectboard .

WHEREAS, through its Air Sensor Grant Program, MassDEP has issued a grant opportunity open to all municipalities in the Commonwealth to apply for and receive between five and ten PurpleAir sensors (at no cost) to measure levels of fine particulate matter (PM_{2.5}) in outdoor air in their local communities for a one-year period;

WHEREAS, in response to this grant opportunity, MassDEP has received a grant application from the above-referenced City or Town (hereinafter “Grantee”);

WHEREAS, MassDEP has conditionally approved the Grantee’s application;

WHEREAS, MassDEP’s final approval of the Grantee’s application is contingent upon the full execution of this Agreement by MassDEP and the Grantee;

NOW THEREFORE, the Parties hereto agree as follows:

I. DESCRIPTION OF GRANT MATERIALS (The PurpleAir PA-II Sensors)

MassDEP hereby grants to Grantee the air quality sensors (“air sensors”) as follows: 5 PurpleAir sensors (model PurpleAir PA-II) to be distributed to residents and other entities that will host and operate the sensors at various outside locations within the Grantee’s municipality. A full description of the PA-II PurpleAir sensor can be found at the PurpleAir LLC website at: <https://www2.purpleair.com/>

II. MASSDEP’S RESPONSIBILITIES

1. After procuring the PA-II PurpleAir sensors through an authorized state procurement process, MassDEP shall direct its vendor to ship the awarded air sensors to the Grantee in accordance with the terms of the Commonwealth’s purchasing contracts.

2. If the air sensors provided by the vendor fail to operate for the specified minimal one-year period, MassDEP shall provide the Grantee with replacement air sensors at MassDEP's cost.

III. RESPONSIBILITIES OF THE GRANTEE

1. **Authority**: Through the execution of this Agreement, the Grantee expressly affirms that the Signatory of this grant agreement has been authorized by the governing body of the Grantee to a) enter into this grant agreement on behalf of the Grantee, and b) accept and utilize this grant in accordance with the terms of this Agreement.
2. **Delivery**: The Grantee agrees that it must accept the shipment of the air sensors from MassDEP's vendor to the location specified by the Grantee in its Grant application.
3. **Inspection and Acknowledgment**: The Grantee agrees that Grantee's authorized representative shall notify MassDEP via electronic mail (air.sensor@mass.gov) upon receipt and inspection of the air sensors.
4. **Notification of Defects**: The Grantee agrees that if any defects in the air sensors are identified upon inspection, or during the course of the one-year period of operation, the Grantee's authorized representative shall notify MassDEP via electronic mail (air.sensor@mass.gov), and specify the nature of the defect(s).
5. **Property Rights**: Upon delivery, the Grantee shall retain exclusive possession of the air sensors; subject, however, to the provisions and conditions of this Grant Agreement.
6. **Conditions of Air Sensor Use**: Within 60 days of Grantee's inspection and acknowledgement of receipt of the air sensors, the Grantee shall distribute and ensure the set up the air sensors in outdoor locations in accordance with the air sensor program description set forth in Grantee's grant application. The Grantee may partner with residents, schools, and/or local public or private entities or organizations to distribute and set up sensors at host locations. The Grantee must (1) ensure that each host provides electricity and wi-fi access to the sensor, (2) register all sensors with www.purpleair.com, (3) set all sensors to "Public (everyone)" mode (so that each sensor appears on the PurpleAir website map), and (4) allows every air sensor to operate for at least one year on a generally uninterrupted basis (operation may be interrupted by wi-fi connection issues, electricity outages, or the need to move or maintain the sensor). Grantee must provide each sensor host with the Grantee's contact name and email to be entered under "Device Owner Information" when the Grantee (or the sensor host using the Grantee's contact name and email) registers the sensors with www.purpleair.com. Grantee must notify MassDEP via electronic mail (air.sensor@mass.gov) when all air sensors have been deployed/activated and appear on the PurpleAir website map.
7. **Publicity/Acknowledgement of MassDEP grant**: If the Grantee provides information about the sensor program to media outlets or engages in other publicity, the Grantee shall note that the sensors were obtained through a grant from MassDEP and shall provide MassDEP with the contents of such publicity (including, if applicable, all weblinks or other media references).

8. **Permission to Transfer Grant Materials:** In the event that the Grantee seeks to re-distribute the air sensors to residents, schools, or other local public or private entities within the municipality for outside air monitoring use to locations not specified in the Grantee's original application, the Grantee may do so without prior notification to MassDEP, provided that the air sensors remain in an outside location within the boundaries of the municipality. The Grantee may not otherwise sell, lease, loan or otherwise transfer rights to the air sensors within the first year of use unless it has received prior written authorization from MassDEP.
9. **End of Conditions of Use:** If the Grantee determines any or all of the air sensors are not needed or can not be used for the Grantee's air sensor program, the Grantee shall return the air sensors to MassDEP via common mail carrier. If the Grantee successfully deploys the sensors for one year in accordance with the Conditions of Use, after one year period the Grantee may keep the sensors, properly dispose of the sensors, or return the sensors to MassDEP via common carrier.
10. **Indemnification:** The Grantee shall indemnify and hold harmless MassDEP and the Commonwealth of Massachusetts, its officers, employees or agents, for any liability, actions or claims, in tort or in contract, for any costs or expenses incurred by the Grantee or its employees or agents in the use, operation and maintenance of the air sensors, but only to the extent to which the Grantee is permitted or required by law to do so.
11. **Documentation:** Upon request, the Grantee agrees to use its best efforts to assist MassDEP with the development of information on air sensor programs throughout the Commonwealth by providing MassDEP with information documenting or describing Grantees' air sensor program.
12. **Reporting:** MassDEP reserves the right to require the Grantee to submit a one-time annual report which describes the use and performance of the air sensors in the Grantee's municipality, including (if applicable) any municipal initiatives or programs that were developed as a result of any review or analysis of the air sensor data.
13. **Failure to Comply:** The Grantee understands and agrees that, if the Grantee fails to comply with any or all of its responsibilities identified in this Agreement and fails to cease or remedy any non-conformance within a reasonable time period after receipt of MassDEP's written notice of noncompliance, MassDEP reserves the right to require the Grantee to return the air sensors to MassDEP. The Parties hereby agree to execute any and all documents necessary to effect said transfer. Furthermore, the Grantee agrees to transfer or arrange to transfer actual possession of the air sensors to an authorized representative of MassDEP or its designee.
14. **Environmental Compliance:** The Grantee understands that its receipt of any grant from MassDEP does not in any way imply that the municipality is in full compliance with any or all applicable federal, state, and/or local environmental regulations.


IN WITNESS WHEREOF, MassDEP and the Grantee hereby execute this Agreement in duplicate.

MASSACHUSETTS DEPARTMENT
OF ENVIRONMENTAL PROTECTION

CITY/TOWN OF _Buckland_

Air Sensor Grant Agreement 7-21-21

By: _____
Bawa Wavezwa, Assistant Commissioner
Fiscal Management Division
Department of Environmental Protection

By:  2/8/22
(Date) (Signature) (Date)

Barry DelCastilho, Selectboard Chair
(Print Name and Title)

“Public (everyone)” mode (so that each sensor appears on the PurpleAir website map); and (4) be operated for at least one year on a generally uninterrupted basis. If distributing the sensors to sensor hosts, you are also required to provide each sensor host with your contact name and email address to be entered under “Device Owner Information” when you (or the sensor host using your contact name and email) registers the sensors with www.purpleair.com. You must notify MassDEP via electronic mail (air.sensor@mass.gov) when all air sensors have been deployed/activated and appear on the PurpleAir website map. Failure to distribute and/or setup the sensors in compliance with the terms of the *Air Sensor Grant Agreement* may require the return of all sensors to MassDEP.

Instructions for installation and operation of the air sensors can be found at <https://www.mass.gov/doc/instructions-purpleair-sensor-installation/download> (written instructions) and <https://www.youtube.com/watch?v=GnW63BvCn4U> (video tutorial).

I want to congratulate **GRANTEE NAME** for taking this important step towards increasing understanding of local air pollution. If you have any questions regarding the awarded grant, please contact Joanne Morin at joanne.o.morin@mass.gov.

Sincerely,



Christine Kirby
Assistant Commissioner
Bureau of Air and Waste

Attachments:

Air Sensor Grant Agreement



January 21, 2022

Town of Buckland
Town Hall 17 State Street
Buckland MA 01370-1011

Dear Heather Butler:

Thank you for your participation in the Mass Cultural Council's Local Cultural Council Program. Communities like Buckland play a vital role in ensuring people across the Commonwealth have access to culture in their community.

Thanks to vigorous advocacy from our communities, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council in the FY22 state budget. This allows us to continue to support local cultural councils across the Commonwealth.

Enclosed you will find the contract and scope of services for the Buckland Cultural Council's FY22 allocation of \$5,000.00. Please review these documents carefully and return the required paperwork to Tom Luongo, Fiscal Information and Compliance Officer, by February 11, 2022. For questions about the contract, please contact Tom at 617-858-2708 or thomas.luongo@art.state.ma.us.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

A handwritten signature in cursive script that reads 'Nina Fialkow'.

Nina Fialkow
Chair

A handwritten signature in cursive script that reads 'Michael J. Bobbitt'.

Michael J. Bobbitt
Executive Director

Contract Instructions

State Comptroller regulations require State Agencies to have a signed contract and signature authorization form on file for all transfers of funds from state to local accounts unless the agency is statutorily released from this mandate, which the Mass Cultural Council is not.

Instructions for completing the contract package:

1. **Standard Contract:** Print and sign the enclosed contract. We need the original copy with the "wet" signature. We cannot accept copies or scanned documents.
2. **The scope of services:** Defines how the funds are to be expended following Mass Cultural Council regulations, it is an attachment to the standard contract.
3. **Contractor Authorized Signatory Listing:** Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature. We cannot accept copies or scanned documents. **You are not required to have it notarized - the second page of the document is optional.** https://www.macomptroller.org/wp-content/uploads/form_contractor-authorized-signatory-listing.pdf

All three documents should be returned via mail to me by February 11, 2022. Please mail to:
Mass Cultural Council
c/o Tom Luongo
10 Saint James Ave., 3rd Fl.
Boston, MA 02116

I will not be able to transfer the Local Cultural Council allocation until I have a completed contract package. If you or any of your staff have any questions, please feel free to contact me at 617/858-2708 or by email at thomas.luongo@art.state.ma.us.

Thank you very much,

Tom Luongo
Fiscal Information and Compliance Officer
617-858-2708
thomas.luongo@art.state.ma.us

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Buckland Buckland Cultural Council (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART	
Legal Address: (W-9, W-4): Town Hall 17 State Street Buckland MA 01370-1011		Business Mailing Address: 10 Saint James Ave., 3 rd Fl.	
Contract Manager: Heather Butler	Phone: 413-625-6330 x5	Billing Address (if different):	
E-Mail: twnadmin@town.buckland.ma.us	Fax:	Contract Manager: Tom Luongo	Phone: 617-858-2708
Contractor Vendor Code: VC6000191739		E-Mail: thomas.luongo@art.state.ma.us	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
___ 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: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$5,000.00			
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.) Local Cultural Council Allocation for the Buckland Cultural Council			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input 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 ____, 20 __, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of July 01, 2021 , 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 June 30, 2022 , 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: Feb. 8, 2022 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Barry Delcastilho Print Title: Chair, Selectboard		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: David T. Slatery Print Title: Deputy Director	

Scope of Services

The allocated amount or maximum obligation for the contracted city or town will be deposited in the local account for the local or regional cultural council, provided that the city or town:

- Maintain a revolving account for the local or regional cultural council as required by Massachusetts General Law, Chapter 10, Section 58
- Report on said fund annually by completing the Massachusetts Cultural Council's Local Cultural Council Account Form

The local or regional cultural council will expend the funds following the procedures outlined in the [Local Cultural Council Program Guidelines](#).

Contract Package Checklist

Please include this completed checklist as the cover letter of your contract package to ensure the package is complete and that payment can be made as quickly as possible.

Check off each following items to indicate they are in your completed package before mailing it to Mass Cultural Council:

- ☐ **This Checklist:** Have you double check all the items on the list?
- ☐ **Standard Contract Form:** Is it signed and dated? Does it have the “wet” signature? Does it include the attached scope of services page?
- ☐ **Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the “wet” signature?

YOUR INITIALS:_____



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
100 CAMBRIDGE ST., SUITE 1020
BOSTON, MA 02114
Telephone: 617-626-7300
Facsimile: 617-727-0030

Charles D. Baker
Governor

Karyn E. Polito
Lt. Governor

Kathleen A. Theoharides
Secretary

Patrick C. Woodcock
Commissioner

January 28, 2022

Heather Butler, Town Administrator
Town of Buckland
17 State Street
Shelburne Falls, MA 01370

Dear Administrator Butler:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of \$5,000 for the following projects proposed in the Town of Buckland's Green Communities Competitive Grant application.

List of projects funded:

- \$5,000, Town — Hybrid police cruiser

The Division reviewed Buckland's grant application and has determined these are viable projects that meet the eligibility requirements of our Competitive Grant program. **Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically-approved projects listed above.**

Jane Pfister, Green Communities Grant Coordinator, will follow up with the contact person listed in your competitive grant application to discuss next steps, including coordination of the grant contract process. The Green Communities Division looks forward to working with the Town of Buckland on your grant projects. We congratulate you on your grant award and applaud your efforts to create a cleaner energy future for your community and the Commonwealth as a whole.

Please do not hesitate to contact me at 617-823-4029 or by email at Joanne.Bissetta@mass.gov with any questions you may have regarding your grant award.

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne Bissetta". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Joanne Bissetta, Director
Green Communities Division

Cc: Zackary Turner, Chair Select Board

Mark Rabinsky, Western Green Communities Regional Coordinator



I.COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Buckland (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code: ENE	
Legal Address: (W-9, W-4): 17 State Street, Shelburne Falls, MA 01370		Business Mailing Address: 100 Cambridge Street, Suite 1020, Boston, MA 02114	
Contract Manager: Heather Butler	Phone: 413-625-6330 x1	Billing Address (if different): Not Applicable	
E-Mail: twnadmin@town.buckland.ma.us	Fax: 413-625-8570	Contract Manager: Jane Pfister	Phone: 617-626-7300
Contractor Vendor Code: VC6000191739		E-Mail: jane.pfister@mass.gov	Fax: 617-727-0030
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: DOER PON-ENE-2021-034	
<p align="center"><u> X </u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p align="center"><u> </u> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u> X </u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> Commonwealth IT Terms and Conditions</p>			
<p>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.</p> <p><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.)</p> <p><input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>\$5,000</u>.</p>			
<p>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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> X </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>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.) This is a contract to award a grant to the Town of Buckland for fiscal years 2022-2024 under the Green Communities Competitive Grant Program in the amount of Five Thousand Dollars and No Cents (\$5,000) to fund energy conservation measures, hybrid police cruiser, in municipal facilities including vehicle fleet, to be provided for the benefit of, and subject to the direction and oversight of, the Grantee as detailed in Attachment C.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><u> X </u> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.</p> <p><u> </u> 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.</p> <p><u> </u> 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.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>September 30, 2023</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>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.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Title: <u>Chair Select Board</u></p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Marcelle T. Payen</u></p> <p>Print Title: <u>Chief Financial Officer</u></p>	

BACKGROUND

1. The DOER has selected the Grantee to receive Green Communities grant funds for projects described in the Grantee’s response to the PON.
2. The DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (Scope of Grant Award).
3. The Grantee agrees to complete the projects described in the Scope of Grant Award (collectively referred to as “the Project”).

This agreement (Agreement) incorporates and makes part hereof certain attachments and forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon attachments and forms are attached hereto set forth in their entirety and made part of this Agreement by reference:

THE COMMONWEALTH STANDARD CONTRACT FORM

BACKGROUND

ATTACHMENT A: GREEN COMMUNITIES COMPETITIVE GRANT APPLICATION

MATERIALS

ATTACHMENT B: GRANTEE RESPONSE

ATTACHMENT C: SCOPE OF GRANT AWARD

ATTACHMENT D: BUDGET

THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS

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

ATTACHMENT A – Green Communities Competitive Grant Application Materials

The Program Opportunity Notice (PON) was provided to the municipality via Commbuys, the Commonwealth's procurement website from 8/26/2021 until 10/8/2021.

DOER PON-ENE-2021-034 2021 Green Communities Competitive Grant Program

Bid # [BD-22-1041-ENE01-ENE01-65908](#)

DOER PON-ENE-2021-034 Green Communities Competitive Grant Program Opportunity Notice AMENDED 8.26.21.pdf

Amended 9/1/21 to add

GC_Grant Table~1.xlsx

Specially-Eligible Communities Block2.pdf

Amended 9/30/21 to add

RFQ-ENE-2021-034 Q&A 09.28.21 (UPDATED).xlsx

ATTACHMENT B – Grantee Response

(All documents listed below are available to DOER fiscal staff at:

<https://massdoer.imeetcentral.com/greencommunities/dbapp=7ary4jojv3xnh83ficwf09s252274943&ac=h&num=0&view=1131221>

1. Grantee submission narrative – Buckland police hybrid project narrative draft2.docx
2. Grantee grant table submitted – Buckland grant table 2021 revised.xlsx
3. Grantee certification of application submitted – Buckland certification of application 2021.pdf

Response included additional files:

- gc vehicle fuel savings worksheet.pdf
- ma pd 2011 interceptor utility hybride.xlsx

ATTACHMENT C – SCOPE OF GRANT AWARD

**COMMONWEALTH OF MASSACHUSETTS
SCOPE OF GRANT AWARD AGREEMENT**

**By and Between
Department of Energy Resources
and
Town of Buckland**

SCOPE OF GRANT AWARD

1. Overview

The purpose of this contract is to award a grant to the Town of Buckland (Grantee) for a maximum obligation amount not to exceed Five Thousand Dollars and No Cents (\$5,000.00) to fund energy conservation measures in municipal facilities including vehicle fleet, as more particularly described in Attachment B (Project). In connection with the above referenced grant, the Grantee requested five thousand dollars and no cents (\$5,000.00) in public funding out of fifty six thousand nine hundred forty five dollars and eighteen cents (\$56,945.18) in total project costs for energy conservation measures listed in attachment B. The energy conservation measures funded are hybrid police cruiser.

The Grantee is responsible for informing the Department of Energy Resources (DOER) of all eligible expenses and Project deliverables as compared to the original proposal as set forth in Attachment B.

Note that no changes in Project scope can occur or proceed without the prior written authorization from the DOER.

2. Contingencies

The Grantee shall provide to the DOER's satisfaction, the required information as stated below as applicable to the Project(s), when the information becomes available.

1. Documentation that the municipality has met, teleconferenced, or had an email exchange with its gas and/or electric public utility representatives regarding the availability of utility incentives for any eligible energy conservation or efficiency measures.
2. Documentation of having **applied for all gas and electric rebates** provided for eligible energy conservation or efficiency measures. The Grantee is required to have documentation from utilities regarding rebates before selection and installation of products.

3. Procurement

All procurement contracts and subcontracts entered into by public agencies and governmental bodies shall be governed by and in accordance with Massachusetts General Laws. Where applicable, such procurements, contracts and subcontracts shall be governed by the all provisions of either M.G.L. c.25A, § 11C or §11I, M.G.L. c.30B, or M.G.L c.149. All designer selection for building projects shall be governed by M.G.L. c.7, §§38A1/2 - O.

4. Program Schedule

The following are milestones to ensure timely completion of the Project(s). If the Grantee is unable to meet these milestones Grantee shall promptly contact the DOER.

- (1) Complete construction of the Project – August 1, 2023
- (2) End of grant period – September 30, 2023

5. Disbursement of Funds

Initial Disbursement: Twenty five percent (25%) of the award in the amount of one thousand two hundred fifty dollars and no cents (\$1,250.00) will be disbursed by the DOER subsequent to the execution of this grant agreement and upon the DOER agreement that contingency number one as stated under Section Two Contingencies of this Scope of Grant Award Agreement has been fully satisfied.

Second Disbursement: Fifty percent (50%) of the award in the amount of two thousand five hundred dollars and no cents (\$2,500.00), shall be disbursed upon verification by the DOER that twenty-five percent (25%) of the grant funds have been expended and that contingency number two as stated in Section Two Contingencies of this Scope of Contract Award has been fully satisfied and that all reporting requirements have been met. Reporting requirements will include submittal by the Grantee to the DOER of detailed dated invoices of Grantee's costs incurred to date.

Final Disbursement: Twenty five percent (25%) of the award in the amount of one thousand two hundred fifty dollars and no cents (\$1,250.00), shall be disbursed after a site visit by the DOER, a review of the detailed invoices of the Project(s) and any other requested documentation and verification by the DOER that the Project(s) are complete, that one hundred percent (100%) of grant funds have been expended, evidence of approved utility incentives have been provided, and that all reporting requirements and requests by the DOER have been met, including submittal and approval of the Final Report.

Funds shall not be used for the reimbursement of any work related to this Project(s) performed before the contract Effective Date.

6. Grantee Warrants to Keep Facility Open

For Project(s) involving services or construction at facility(s) owned by or under the control of the Grantee, the Grantee hereby warrants and certifies that the facility (s) for which grant funds are designated will remain open and in service for at least five (5) years following completion of proposed project(s).

7. Separate Accounts

The Grantee shall at all times conduct its business and affairs in such a manner that any and all ledger accounts and records pertaining to the receipt and expenditure of the DOER funds under this Agreement shall be kept separate and distinct from all ledger accounts and records of the Grantee relative to any other enterprise which the Grantee has engaged in, developed, or administered.

8. Unused Funds

Any funds undisbursed or uncommitted by the Grantee after September 30, 2023, shall be promptly returned to the DOER within sixty (60) days.

9. Administrative Costs

Grantee's administrative costs cannot exceed ten percent (10%) of the maximum obligation contract amount of Five Thousand Dollars and No Cents (\$5,000.00).

10. Publicity

The municipality will coordinate with the DOER on all publicity regarding this Project(s).

11. Reporting and Other Required Documentation

- A. Should Grantee engage a third party to manage administrative functions of the program and rely on the internal controls of that third party, the third party shall provide the results of an internal controls audit annually according to the provisions Statements of Auditing Standards No. 70 to the DOER and Grantee.
- B. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.
- C. **Quarterly reports:** The Grantee shall be required to file progress and financial reports once every quarter, unless specifically exempted in writing by the DOER. Quarterly reports are due by 5pm 4 days after the completion of each of the following quarters:
 - a. July 1 – Sept 30
 - b. Oct 1 – Dec 30
 - c. Jan 1 – Mar 30
 - d. Apr 1 – June 30

Quarterly reports shall include:

- a. The progress and status of activities performed in relation to the Scope of Grant Award including an explanation of any delays or obstacles encountered in meeting the performance schedule as well as a description of efforts taken to resolve delays; and
 - b. The actual costs incurred to date by the Project, breaking down all costs in such manner as the DOER may prescribe.
- D. **Final report:** The final report shall be submitted within two (2) months after completion of the final project receiving funding, and shall include a summary of the projects completed, including project locations and capacity. All quarterly and final reports above shall be submitted to:

Jane Pfister
Green Communities Grant Coordinator
jane.pfister@mass.gov

NOTE: If the services funded by this Agreement are solicited pursuant to M.G.L. ch. 25A § 11C or § 11I, then the Grantee shall also comply with the monitoring and reporting requirements set forth in the DOER's regulations at 225 C.M.R. 10.00, 19.00 or other applicable regulations. For solar PV systems, registration with and reporting to the Massachusetts Clean Energy Center Production Tracking System (PTS) is required.

- E. **Ownership of Reports and Other Required Documentation:** The deliverables shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the contract both the Commonwealth of Massachusetts and the Grantee retain the right to make further use of the deliverables.

VI. ATTACHMENT D - BUDGETCheck one: ☒ Initial Budget☐ Budget/Account Amendment. Maximum Obligation before this Amendment:

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

CURRENT DOC ID: _____

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

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Activity / Function Codes	Initial Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal Funds	New Amount After Amendment
FY22	2000-0113	P01	GNCO-COMP	\$4,998.00				
FY23	2000-0113	P01	GNCO-COMP	\$ 1.00				
FY24	2000-0113	P01	GNCO-COMP	\$ 1.00				

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	
FISCAL YEAR: <u>2022</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$4,998.00
FISCAL YEAR: <u>2023</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
FISCAL YEAR: <u>2024</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	
TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	\$5,000.00

**VII. COMMONWEALTH OF MASSACHUSETTS
STANDARD CONTRACT ATTACHMENTS (ENCLOSED)**

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



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 the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. 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, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

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 Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices 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 six (6) 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,



COMMONWEALTH TERMS AND CONDITIONS

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 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 effect 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 certifies 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 signing the Standard Contract Form.

**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
Barry Delcastilho	Chair, Selectboard

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: Feb. 8, 2022

Title: Chair, Selectboard Telephone: 413 625-6330

Fax: Email: twndadmin@town.buckland.ma.us

[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, Karen Blom (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:

Feb. 8
_____, 20 22.

AFFIX CORPORATE SEAL

**Request for Taxpayer
Identification Number and
Certification**

Completed form should be given to
the requesting department or the
department you are currently doing
business with.

Company/Taxpayer Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.
Town of Buckland

DBA Name if different from above:

Check the appropriate box: ☐ Individual/Sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation
☐ Partnership ☐ Trust/ Estate ☒ Other Municipality

Legal Address: number, street, and apt. or suite no.
17 State Street

City:
Shelburne Falls

State:
MA

Zip code:
01370

Remittance Address: if different from legal address number,
street, apt. or suite no.

City:

State:

Zip code:

Phone:
413 625-6330

Fax:

Email address:
twadmin@town.buckland.ma.us

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Company/Taxpayer Tax Identification
Number (9 digits EIN or SSN) **Vendors:**
Dunn and Bradstreet Universal Numbering
System (DUNS) All vendors that receive federal
grant funds must submit their DUNS number. Please
confirm with the state agency if this is required.

EIN:

046-001-103

SSN:

DUNS:

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No ☐ Yes ☐ If yes, in compliance with the State Ethics Commission requirements. Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign
Here

Authorized Signature ►

Printed Name ► Heather Butler

Date ► Feb. 8, 2022

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

- 1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- 2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding. If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester, or
- 2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- 3. The IRS tells the requester that you furnished an incorrect TIN, or
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only). Certain payees and payments are exempt from backup withholding. See the Part II instructions on page

Penalties

- Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
- Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.
- Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
- Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

- Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.
- If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.
- Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

- If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.
- If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.
- If you are an LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II - Certification

- To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.
- For a joint account, only the person whose TIN is shown in Part I should sign (when required).
- Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt,

or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.

Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.



COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COMPTROLLER

Electronic Funds Transfer (EFT) Authorization Agreement

Complete this form to enroll, modify, or terminate an existing electronic funds transfer (EFT) agreement with the Commonwealth of Massachusetts Departments.

PART I: REASON FOR SUBMISSION – See Instructions on Page 3

☐ New Enrollment ☐ Change Enrollment ☐ Cancel Enrollment Document Included: ☐ Voided Check ☐ Bank Letter

PART II: ACCOUNT HOLDER INFORMATION- See Instructions on Page 3

Account Holder Legal Name:

DBA Name if different from above:

Legal Address: number, street, and apt. or suite no.

City:

State:

Zip Code:

Account Holder Tax Identification Number (9 digits
EIN or SSN)

EIN:

SSN:

PART III: FINANCIAL INSTITUTION INFORMATION- See Instructions on Page 3

Financial Institution Name:

Routing Number (only nine digits):

Account Number:

Account Type (Checking or Saving):

IF YOU ARE MODIFYING BANKING INFORMATION, YOU MUST INCLUDE YOUR OLD BANK INFORMATION OR YOUR REQUEST WILL BE RETURNED

Old Financial Institution Name:

Old Routing Number (only 9 digits):

Old Account Number:

Old Account Type (Checking or Saving):

PART IV: VENDOR/CUSTOMER CONTACT INFORMATION: This is the person we will contact for any questions regarding this EFT – See Instructions on Page 3

Contact Person's Name:

Contact Person's Title:

Contact Person's Phone:

Contact Person's Email Address:

PART V: AUTHORIZATION- See Instructions on Page 3

By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the Commonwealth of Massachusetts to initiate, change, or cancel credit entries to the account(s) as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

- ☐ I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account.
- ☐ I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller (CTR) has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

Account Holder must sign and mail this EFT form and include a confirmation of account information on bank letterhead or a void check and mail to the Commonwealth Department you are doing business with.

Account Holder Authorized Signature:	Print Name:	Date:
	Title:	

PART VI: VERIFICATION FROM THE COMMONWEALTH DEPARTMENT – See Instructions on Page 3

I hereby certify the Vendor/Customer is an authorized signatory and verified by internal records and verbal confirmation initiated by our department.

VCC/VCM Document ID:		Three letter Department Code:	
Signature:	Title:	Date:	
Print Name:	Phone#		

INSTRUCTIONS FOR COMPLETING THE EFT AUTHORIZATION AGREEMENT

All EFT requests are subject to a 5 (five) day pre-certification period in which all accounts are verified by the qualifying financial institution before any direct deposits are made.

PART I: REASON FOR SUBMISSION

Indicate your reason for completing this form by checking the appropriate box: New EFT enrollment, a change to your EFT enrollment account information, or cancellation of your EFT enrollment.

PART II: ACCOUNT HOLDER INFORMATION

- Account Holder Name: Enter the accounts holder legal name (individual or business name), as reported to the Internal Revenue Service (IRS).
- DBA Name: Enter the DBA name if applicable.
- Street Address: Enter the account holder's street address.
- Enter the account holder's city, state, and zip code.
- Account Holder Tax Identification Number: Enter the tax identification number as reported to the IRS. If the business is a group, organization or corporation, provide the Federal employer identification number (EIN). If enrolling as an individual provide your Social Security Number.

PART III: FINANCIAL INSTITUTION INFORMATION

- Financial Institution Name: Enter your Financial Institution's name (this is the name of the bank or qualifying depository that will receive the funds).
 - **NOTE:** The account name to which EFT payments will be paid is to the name submitted on Part II of this form.
- Routing Number: Enter the bank or financial institutional nine-digit routing number, including applicable leading zeros.
- Account Number: Enter the account holder's account number with the financial institution, including applicable leading zeros.
- Account Type: Enter the account type (Checking or Saving).
- If account holder is changing the banking information, you must provide OLD banking information.
- Old Financial Institution Name: Enter your Financial Institution's name (this is the name of the bank or qualifying depository that will receive the funds).
- Old Routing Number: Enter the Old bank or financial institutional nine-digit routing number, including applicable leading zeros.
- Old Account Number: Enter the Old account holder's account number with the financial institution, including applicable leading zeros.
- Account Type: Enter the Old account type (Checking or Saving).
 - **NOTE:** Supporting bank documents must be in the account holder legal name only.
- If you do not submit this information, your EFT authorization agreement will be returned without further processing.

PART IV: CONTACT INFORMATION

- Enter the name and title of a contact person who can answer questions about the information submitted on this EFT form.
- Enter the contact person's telephone number. Enter the contact person's e-mail address.

PART V: AUTHORIZATION

- By your signature on this form, you are certifying that the account is drawn in the Name of an Individual, or the Legal Business Name of the person or entity who has sole control of the account to which EFT deposits are made.
- The EFT authorization form must be signed and dated by the same account holder name in Part II and include a title and telephone number.
- Mail this form with the original signature in black or blue ink (no facsimile signatures can be accepted) to the Commonwealth Department that you doing business with.

PART VI: VERIFICATION FROM THE COMMONWEALTH DEPARTMENT

By your signature on this form, you are certifying that authentication of the vendor/customer's authorized signatory was conducted by review of the Contractor Signatory Authorization Form (CASL) or by another internal verification process, and additional verification was conducted to confirm banking or address change request. Departments should have multiple known vendor contacts to confirm any registration change.

Completed form should be given to the requesting department or the department you are currently doing business with.

**TOWN OF BUCKLAND
MASSACHUSETTS**



February 8, 2022

Hon. Suzanne M. Bump
Massachusetts State Auditor
Massachusetts State House,
Room 230,
Boston, MA 02133

Dear Ms. Bump:

Town of Buckland, like other small towns in the Commonwealth, we are struggling to fund our students' vocational and agricultural education. Although we are a member community of the Franklin County Technical School our town must, by statute, allow those students who wish to participate in programs not offered by FCTS to attend "out of district" voc ed schools, and further our towns are required to pay the expense of their transportation, as well as their tuition.

This letter specifically addresses "out of district" voc ed transportation reimbursement (ch. 74 s. 8a, MGL) and the amounts allocated in the state budget line 7035-0007. Up through FY 2015, the state furnished up to 80+% reimbursement of entitlement; by FY 2016 the percentage of reimbursement declined to 54.6%, and for the last four years it has been reduced to a pitiful 5% to 6%.

We are familiar with your 'Rural Rescue Plan' and applaud your release of the study regarding the 'Infrastructure divide between Eastern and Western Massachusetts'. There are around 100 towns in the Commonwealth who struggle with the high costs of transporting voc ed students 'out of town' (sometimes on routes requiring an hour's drive). The vast majority of these towns are in western Massachusetts and most of them are small and some, very small towns.

Following are a few observations about a very broken and inequitable reimbursement program that we believe, warrants both investigation and correction:

~~~ Most Massachusetts students attend school in the town wherein they reside. A minority of students must attend an academic or vocational school outside of their home town and many of them must travel through two, three, or more towns to reach school. Most of these students attend a regional school.

~~~ Generous regional school district transportation reimbursements are paid to the regionals, irrespective of whether they are academic or vocational 'regionals'. It is justified as an incentive for smaller towns to establish regional school districts. And it is equitable and fair given the greater geography involved with longer school bus routes, and the higher transportation

17 STATE STREET - BUCKLAND • SHELBURNE FALLS, MA • 01370
PHONE: (413) 625-6330 • FAX: (413) 625-8570

costs per student. Transportation reimbursement for the regionals is generous, ranging around 70% to 80% of entitlement (ch. 71 s. 16c, MGL).

~~~ But what of those towns and their students that must transverse two, three or more towns to a vocational school? Their per-student transportation costs are much greater than the regionals, given the economy of scale, yet these towns receive reimbursement at rates of less than 10% of what regionals receive.

~~~ In addition, the reimbursement program for 'out of district' schools is poorly administered by DESE. There are at least 20 towns that expend considerable amounts transporting their students to 'out of district' vocational schools, yet receive no reimbursement. DESE is aware that these towns exist, but there is no mechanism in place to help them understand that 'end of year' DESE reporting is crucial and, sadly, no help is offered. We would be happy to meet with you and explain why this is so.

~~~ We submit that were the entirety of the ch. 74 s. 8a MGL reimbursement authorization to be carefully analyzed statewide, it would show that the towns having the highest per-student costs for transportation are receiving little or no reimbursement.

Our town, and other Massachusetts communities caught in the same net, have tried year-after-year to make our case known to our legislators, but there has been no response from the General Court. We are weary and we ask for your help.

Sincerely,

Heather Butler  
Town Administrator

**Memorandum on the Inequity in the Reimbursement by the  
Commonwealth of Massachusetts for  
out of district vocational transportation**

January 18, 2022

There is a gross inequity between the rate at which the Commonwealth of Massachusetts reimburses towns that are not a part of a vocational school district for transporting students to vocational schools and the rate it reimburses regional schools for transporting students to regional schools (roughly 5% versus over 70%).

Here are some facts about the situation our towns are currently in: Ch. 74 S 8a reimbursement for out of district vocational transportation has declined precipitously since FY 14 (86.9%). For FY 15 the state budget appropriated about 63%, but that line item was eliminated (9-c) by Gov. Patrick. In FY 16, the reimbursement percentage was reduced to 54.6%, then dramatically reduced in FY 17 to 6.4%, and reduced again in FY 18 to an estimated 5.0%. The justification for a greater rate of transportation reimbursement for regional schools (73.4% in FY 17) is based upon their expansive geography, and greater mileages and costs. However, many towns transporting tuition students to vocational schools contend with even greater geographical areas and much higher mileage and costs than regional schools. It costs our four towns roughly \$12,000 per year per student to transport each of our students attending a vocational school!

Charter schools currently receive the regional school rate of reimbursement. Towns paying for vocational transportation should be treated no differently.

Furthermore, Ch. 74 S 8a (state reimbursement for out of district vocational transportation) is the only state entitlement or reimbursement program that does not appear on the town cherry sheets. There is no good reason for this and it should be remedied.

The simplest way to correct the inequity between the rate of reimbursement for vocational out of district towns and regional school districts would be to include reimbursement for out of district towns in the Ch. 71 transportation line.

It will no doubt take time to bring about that change, however, even if we are successful. **In the meantime, vocational out of district towns should request a substantial increase in the annual budget for the reimbursement of vocational transportation in order to bring it more in line with what regional and charter schools receive.**

Recently, we wrote to Auditor Suzanne Bump about the low rate of reimbursement for the transportation of out-of-district vocational students. She replied that she agrees that the current rate of reimbursement "is wholly inadequate." Her office will "look for opportunities" to point out the inequity to the legislature. She also referred



us to Ben Tafoya, Director of the Division of Local Mandates in her office. He suggested that we (and other towns in the same predicament) make a presentation to the Rural Caucus of the State legislature. That would raise the profile of the issue among the legislators.

**Please let us know if you are willing to join us in our effort to correct an inequity that puts a strain on our town budgets. Would you be willing to write to your legislators and the governor? Would you like to join us in making a presentation to the Rural Caucus on the issue?**

If you are not the person in your town we should stay in touch with on this issue, please let us know who is and provide that person's contact information. We will add the contact person in each town to an email list through which we can stay in touch. **Please send us copies of any letters you write to your legislators or the governor.**

Please send communications by email to [jsears7@gmail.com](mailto:jsears7@gmail.com) or by mail to John Sears, Chairman, VEAC, Hawley Town Office, 8 Pudding Hollow Road, Hawley, MA 01339.

We would like to get started on this project as early as possible in the current legislative session.

Thank you!

John F. Sears, Chair  
David Newell, Clerk and Secretary  
Vocational Education Advisory Committee  
(for Charlemont, Hawley, Plainfield, and Ashfield)

## LICENSE AGREEMENT

This License Agreement (this "License") is entered into on this DATE TBD day of \_\_\_\_\_, 2022, by and between the **Town of Buckland** (the "Town"), a Massachusetts municipal corporation acting by and through its Select Board, having an address of 17 State Street, Shelburne Falls, MA 01370, and **Shelburne Falls Fire House Studios LLC** ("Licensee"), having an address of 9 William Street, Shelburne Falls, MA 01370.

Whereas, the Town is the owner of property located at 5 William Street, Shelburne Falls, pursuant to a deed recorded with the Franklin County Registry of Deeds (the "Registry") in Book 3260, Page 231, and identified as Buckland Assessors' Parcel 6-1 0 35 (the "Town Property");

Whereas, Licensee is the owner of improved property at 9 William Street, Shelburne Falls, pursuant to a deed recorded with the Registry in Book 7784, Page 103, and identified as Buckland Assessors' Parcel \_\_\_\_\_ (the "Licensee's Property"), which directly abuts the Town Property;

*I HAVE NO RECORD OF THE PROPERTY HAVING PARCELS*

Whereas, Licensee has requested permission from the Town to use a portion of the Town Property to park vehicles of persons using or visiting Licensee's Property (the "Permitted Use");

Whereas, the Town is willing to allow Licensee to use a portion of the Town Property for the Permitted Use upon the terms and conditions set forth herein.

Now, therefore, for good and valuable consideration, the parties agree as follows:

1. USE, PURPOSE, TERM. The Town hereby grants Licensee and its agents, representatives, employees, customers and invitees the right to use that portion of the Town Property depicted as "Parcel A" on the plan attached hereto as Exhibit A and incorporated herein, having an area of approximately 1,244 sq. ft. (the "Licensed Premises") for the Permitted Use.

Such entry and use by the Licensee may be exercised from the date of the execution of this License and shall continue until terminated in accordance with the provisions of Section 7 below. Such entry and use shall be further limited by the provisions of Section 4.

2. CONSIDERATION. During the term of this License, Licensee shall pay the Town a fee of (IN KIND) each month (the "License Fee"), at the address set forth above. As further consideration for this License, Licensee shall observe and perform all the obligations and covenants set forth within this License to the reasonable satisfaction of the Town.

3. RISK OF LOSS. Licensee acknowledges and agrees that it accepts the Town Property, including the Licensed Premises, in its "AS-IS" condition, and that the Town has made no representation or warranty regarding the fitness thereof. The Town is not responsible for the security of the Licensed Premises, providing or paying for any utilities to the Licensed Premises,

Licensee agrees that, other than the fuel in the cars parking on the Licensed Premises, it will not bring onto, store, release or dispose of any Hazardous Materials on, under, about or within the Town Property in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean any oil, hazardous waste, substances or materials, or pollutants, as such terms are defined under any existing or future statutory or common law (including but not limited to Comprehensive Environmental, Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, and all applicable rules and regulations promulgated thereunder).

5. INDEMNIFICATION. Licensee shall defend, indemnify, and hold harmless the Town from any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, in law and equity, which are or may be brought against the Town or its agents, employees, successors and assigns arising out of or relating to: (1) the discharge, release or threatened release at or from the Town Property of any Hazardous Materials that is caused by any of the Licensee Parties, (2) any failure on the part of Licensee to comply with any provision or term required to be performed or complied with by Licensee under this License, and (3) injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Licensed Premises or relating in any way to Licensee's exercise of its rights under this license. The obligations of this Section shall survive the expiration or termination of this License.

6. INSURANCE. Licensee shall maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Licensee under the terms and conditions of this License to defend, indemnify, and hold harmless the Town: General Liability: \$1,000,000.00/occurrence, ~~\$2,000,000.00/aggregate~~; Bodily Injury Liability: \$1,000,000.00/occurrence, ~~\$3,000,000.00/aggregate~~. Licensee shall also maintain workers compensation insurance, as required by law. *\$2,000,000*

*To my knowledge there is no total aggregate for workers compensation.*  
Prior to entering the Licensed Premises for any reason, Licensee shall provide the Town with a copy of such insurance policy in each case indicating the Town is an additional insured on the policy and showing compliance with the foregoing provisions. The insurance coverage required hereunder shall be issued by insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A or better. Licensee shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy to the Town.

To the extent possible, Licensee shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claims against the Town for loss or damage within the scope of the insurance, and Licensee, for itself and its insurers, waives all claims against the Town as to such claims covered by such insurance.

7. TERMINATION. This License may be terminated by either party upon written notice of revocation at least thirty (30) days prior to the termination date stated within said

or for the maintenance and repair of the Licensed Premises, including, without limitation, removing snow and ice therefrom. The Town shall not be liable to Licensee or its employees, agents, representatives, customers, invitees, and/or anyone claiming by, through or under Licensee (collectively, with Licensee, the "Licensee Parties"), for any injury or death to persons on or around the Town Property, or loss or damage to any and vehicles, equipment or other property that are brought upon the Licensed Premises pursuant to the License, except if such injury, death, loss or damages is caused directly by the gross negligence or willful misconduct of the Town, or its employees, agents and/or representatives. The provisions of this Section shall survive the expiration or termination of this License.

4. LICENSED PREMISES; CONDUCT. Licensee shall use the Licensed Premises solely for the Permitted Use. Licensee shall have the right to use the Licensed Premises every day during the term hereof. Licensee shall not, and shall not permit any of the Licensee Parties to, ~~park vehicles on the Licensed Premises overnight~~, store any equipment or other property within the Licensed Premises, park any commercial vehicles, large trucks, trailers, boats or off-road vehicles on the Licensed Premises, or clean or repair any vehicle while on the Licensed Premises. Licensee shall be responsible for removing any vehicles parked and/or equipment stored on the Licensed Premises in violation of the terms hereof, at its sole cost and expense. If Licensee fails to remove such vehicles or other property within two hours after the Town has notified Licensee of the same, which notice may be oral or written, the Town may, at Licensee's sole cost and expense, tow the vehicles to a public parking lot or remove equipment to a location of its choice. The Town shall not be responsible for any damage occurring to vehicles or other property resulting from such removal.

Licensee agrees that it shall at all times conduct itself so as not to unreasonably interfere with the use of the Town Property by others or the operations of the Town.

Licensee may, with the Town's prior written consent, install \_\_\_\_\_ on the Licensed Premises, for which Licensee shall obtain any necessary approvals and/or permits. Licensee shall comply with any and all applicable laws, statutes, bylaws, regulations and permitting or licensing requirements and observe all reasonable rules and regulations that may be established by the Town from time to time relating to the use of or access to the Licensed Premises. Licensee shall, at the Town's reasonable request and at Licensee's cost, take such measures reasonably necessary to ensure the safety of others using the Town Property. Licensee shall promptly repair any damages caused to the Town by or resulting directly or indirectly as a result of the acts or omissions of the Licensee Parties, at its sole cost and expense.

Other than those improvements that Licensee may make within the Licensed Premises in accordance with the terms hereof, Licensee shall not construct, install or place any other temporary or permanent buildings, structures, utilities, objects, equipment or other property in, on, under, over or across the Licensed Premises, or make any alterations or improvements to the Licensed Premises, including, without limitation, paving the Licensed Premises or marking parking lines on the Licensed Premises, without the Town's prior written consent, which may not be unreasonably withheld for alterations that do not unreasonably disturb the surface of the Licensed Premises.

1. Install A PERMEABLE PARKING AREA (Stone Dust).
2. Install A Hedge Row (American Arborvitae/Borwood)
3. Small Planting Bed 6' X 12'
4. Stairs from a Deck ~~Hang~~ From SF Firehouse Studios Hanging

notice. Notwithstanding the foregoing, the Town shall have the right to terminate this License (a) by giving Licensee ten (10) days prior written notice thereof if Licensee fails to pay the License Fee when due or comply with any other material term of this License (it being acknowledged that Licensee's failure to maintain the insurance required under this License shall be a material default), provided that the notice of termination shall be void and of no further effect if Licensee cures such default within the aforesaid ten (10)-day period, and (b) immediately by written or oral notice, if Licensee is involved in accidents resulting in property damages or personal injury, regardless of fault, or Licensee's use of the Licensed Premises directly interferes with the use of the Town Property, at the Town's discretion.

At the expiration of this License or its prior termination, Licensee shall forthwith remove all vehicles from the Licensed Premises, remove Licensee's \_\_\_\_\_ and any other personal property upon or adjacent to the Licensed Premises, and repair any damage caused by any of the Licensee Parties. If vehicles and/or signs or other personal property are not removed from the License Premises or adjacent areas within twenty-four (24) hours of expiration or termination, they shall be deemed abandoned and shall become the sole property of the Town. This obligation shall survive the expiration or termination of this License.

Items Defined in  
Section 4

8. NOTICE. Any notice required or permitted to be given under this License shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar overnight courier service, or (c) when mailed by certified mail, return receipt requested, to the party at the address set forth above. These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

9. MISCELLANEOUS.

(a) This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License.

(b) Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

(c) This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, but only the limited right of use as hereinabove stated.

(d) Licensee is not authorized to bind or involve the Town in any contract or to incur any liability for or on the part of the Town.

(e) This License shall not be transferred or assigned to any party without the prior written consent of the Town, which may be withheld in its sole discretion.

(f) The Town reserves the right and Licensee shall permit the Town and its employees, contractors, agents and invitees to enter upon and use the Licensed Premises at any time for any and all purposes at the Town's sole discretion, provided that Town's use shall not interfere materially with Licensee's use of the Licensed Premises.

(g) If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

(h) The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

(i) All appropriate terms and provisions relating to indemnification and the restoration of the property affected hereby shall survive the expiration or termination of this License.

(j) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

*[signatures on following page]*

The parties hereto have caused this License Agreement to be executed on this \_\_\_\_\_  
day of \_\_\_\_\_, 202\_.

LICENSOR:

TOWN OF BUCKLAND,  
By its Select Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LICENSEE:

SHELBURNE FALLS FIRE HOUSE STUDIOS  
LLC

\_\_\_\_\_  
By:  
Its:

791115/BUCK/0001

NUMBER

**22-01**

THE COMMONWEALTH OF MASSACHUSETTS

Town of Buckland

FEE

**\$55.00**

This is to Certify that **West End Pub**  
**16 State Street, Buckland, Massachusetts**

IS HEREBY GRANTED A  
**COMMON VICTUALLER'S LICENSE**

In said *West End Pub* and at that place only and expires December thirty-first 2022, unless sooner suspended or revoked for violation of the laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures.

\_\_\_\_\_  
**Barry Del Castillo**

\_\_\_\_\_  
**Clinton Phillips**  
\_\_\_\_\_

**February 8, 2022**

THIS LICENSE EXPIRES DECEMBER 31, 2022  
THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES.



NUMBER

**22-02**

THE COMMONWEALTH OF MASSACHUSETTS

Town of Buckland

FEE

**\$55.00**

This is to Certify that **McCusker's Market**  
**3 State Street, Buckland, Massachusetts**

IS HEREBY GRANTED A  
COMMON VICTUALLER'S LICENSE

In said *McCusker's Market* and at that place only and expires December thirty-first 2022, unless sooner suspended or revoked for violation of the laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures.

\_\_\_\_\_  
Barry Del Castillo

\_\_\_\_\_  
Clinton Phillips

February 8, 2022

THIS LICENSE EXPIRES DECEMBER 31, 2022  
THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES.

NUMBER

**22-03**

THE COMMONWEALTH OF MASSACHUSETTS

Town of Buckland

FEE

**\$55.00**

This is to Certify that **Buckland Pizza House**  
**13 State Street, Buckland, Massachusetts**

**IS HEREBY GRANTED A  
COMMON VICTUALLER'S LICENSE**

In said ***Buckland Pizza House*** and at that place only and expires December thirty-first 2022, unless sooner suspended or revoked for violation of the laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures.

\_\_\_\_\_  
**Barry Del Castilho**

\_\_\_\_\_  
**Clinton Phillips**  
\_\_\_\_\_

**February 8, 2022**

**THIS LICENSE EXPIRES DECEMBER 31, 2022  
THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES.**

NUMBER

**22-04**

THE COMMONWEALTH OF MASSACHUSETTS

Town of Buckland

FEE

**\$55.00**

This is to Certify that **Shelburne Falls Neighbors**  
**115 State Street, Buckland, Massachusetts**

IS HEREBY GRANTED A  
**COMMON VICTUALLER'S LICENSE**

In said *Shelburne Falls Neighbors* and at that place only and expires December thirty-first 2022, unless sooner suspended or revoked for violation of the laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures.

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**Barry Del Castilho**

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**Clinton Phillips**

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**February 8, 2022**

THIS LICENSE EXPIRES DECEMBER 31, 2022  
THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES.