

**Buckland Select Board
Meeting Minutes - Open Session
March 22, 2022 5:00 p.m.
Buckland Town Hall**

5:00 p.m Executive Session:

Executive Session under the provisions of MGL c.30A, Sec.21(a) to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct contract negotiations with non-union personnel.

Open Session: Listing of Topics

Appointments:

> 6:00 p.m. - Public Hearing: FY20 CDBG reprogramming of surplus funds.

Agenda

- > Shared Police Services update.
- > Senior Services District Special Act update.
- > FY23 Budget update.
- > 2022 Annual Town Meeting - proposed Town Bylaw amendment recommendations.
- > WWTF Employee - Vote to conclude probation period, effective Feb. 10, 2022.
- > Highway Employee - vote to conclude probation period, effective March 14, 2022

Documents to Sign

- > Contract Documents
 - > Efficiency & Regionalization Grant
 - > Acceptance of Deed, 0 Conway Street
- > Permits & Licenses - Town Hall Use Permit, Carmela Lanza-Weil.
- > Minutes, March 9, 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.

Announcements & Upcoming Meetings .

Attendees

Barry Del Castilho - Select Board Chair
 Clint Phillips - Select Board Vice-chair
 Heather Butler - Town Administrator
 Mary Bolduc - Boards' Clerk

Dana McNay - Falls Cable
 Linda Overing - Breezeway Farm Consulting
 Karen Blom - Town Clerk
 Dena Willmore - Finance Committee
 Sam Bartlett - Shelburne Falls Trolley Museum
 Janna Tetreault - Food Pantry
 Jose Ramos - Food Pantry
 Carmela Lanza-Weil - Buckland Resident
 Marilyn Kelsey - Buckland Resident

Meeting - Meeting was called to order by Chair Del Castilho. Mr. Phillips moved to go into Executive Session under the provisions of MGL c.30A, Sec. 21(a) to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct contract negotiations with non-union personnel. Mr. Del Castilho seconded. Vote: Phillips, yes; Del Castilho, yes.

At 5:30 p.m Open Session resumed.

Appointments:

6:00 p.m. - Public Hearing: FY20 CDBG reprogramming of surplus funds - Notice of Public Hearing read: **The Town of Buckland will hold a Public Hearing on Tuesday, March 22, 2022 at 6:00 p.m. in the Select Board Meeting Room, Buckland Town Hall, 17 State Street, Shelburne Falls. The purpose of this hearing is to discuss the reprogramming of surplus grant funds from the Town's FY20 Community Development Block Grant. Projects under consideration include engineering design services for CDBG eligible infrastructure projects, including Depot Street improvements, and additional funds for the West County Emergency Food Pantry.**

Any agency or individual who wishes to be heard on this matter will be given the opportunity. In addition, comments in writing or by email to townadmin@town.buckland.ma.us will be accepted prior to the hearing. Special accommodations will be attempted upon written request to the Select Board Office.

Linda Overing of Breezeway Farm Consulting explained reprogramming the projected \$40,000 surplus from the lower Ashfield Street construction project, and her recommendations for a design project for the improvement of Depot Street (\$25,000) and assistance for the West County Emergency Food pantry (\$6,250).

Mr. Phillips made a motion to request DHCD to reprogram surplus funds from the FY20 CDBG Lower Ashfield Street Improvements project to \$25,000 for Depot Street Engineering Design and \$6,250 for the West County Emergency Food Pantry and to extend the grant to September 30, 2022. Mr. Del Castilho seconded the motion.

Discussion followed with Ms. Tetreault and Mr. Ramos of the Food Pantry expressing their gratitude for donation to the Pantry. Ms. Willmore also stated her support for this

use of funds. Ms. Lanza-Weil asked about the possibility of the area of the Depot Street project being extended; Ms. Overing responded. Mr. Phillips asked about the remaining \$8,700 of the surplus. Ms. Overing explained that any unused funds go back into the CDBG pool and are recycled. Mr. Sam Bartlett of the Trolley Museum was present to express his appreciation and support of the Depot Street project. Discussion also included inquiries on the possibility of giving more to the Food Pantry and Ms. Overing explained the reasons why that is not an option.

There was no further public comment.

Vote on the earlier motion by Mr. Phillips was taken; vote in favor of the motion was unanimous.

Agenda Items

Shared Police Services update - Mr. Del Castilho explained there is a signed Memorandum of Agreement for shared administrative services with Shelburne Police Chef Greg Bardwell. Mr. Phillips stated there will be more public discussion as Buckland and Shelburne move forward with shared services. The Shared Police Services Grant Award Contract is available on the town website as an attachment to this meeting.

Senior Services District Special Act update - Mr. Del Castilho reported that the document should now go before the Senior Center Board of Directors for recommendations. There must be a warrant article by the next meeting. Ms. Kelsey inquired about postings regarding the Senior Services District, stating she had seen Council on Agings postings but none for Senior Center Board of Directors. Mr. Del Castilho stated that town counsel has reviewed the West County Senior Services District Act with minor changes, but none of substance.

FY23 Budget Update - Ms. Butler reported that the budget will be ready for the Select Board to vote on at their April 12, 2022 meeting. The FY23 Budget is available on the town website as an attachment to this meeting. Highlighted in Ms. Butler's presentation of the budget were:

- > 2.7% increase in town operating expenses
- > 5.2% increase in school assessments, ranging from a .5% increase in Mohawk budget to 101% increase in Franklin Tech budget.
- > 3% proposed COLA increase for all full-time employees with the exception of the Town Administrator who is contracted and will receive a 2.6% increase over 2022.
- > Eliminates salary for one full-time highway employee.
- > Adds salary for one full-time building and grounds employee.
- > Reduces hours for Director of Assessing but adds an Assistant Assessor position.
- > Increases hours for Administrative Assistance position.
- > Includes first long term debt payment (\$136,825) of highway garage, as well as other, significantly smaller, debt payments for past town hall and school building renovations and improvements.

> Appropriate \$315,00 of the available approximately \$363,000 reserving just under \$50,00 for future need and/or transfer to stabilization:

- * \$125,000 - F550 Highway Truck
- * \$ 50,000 - Road Repairs
- * \$100,000 - Swimming Pool
- * \$ 20,000 - OPEB Savings Account
- * \$ 10,000 - Buckland Museum Building Improvements
- * \$ 10,000 - Town Clerk Imaging Project

Ms. Kelsey inquired about the current balance in OPEB fund and the projected amount in the FY23 budget. Ms. Butler explained the rationale and the process, adding that an OPEB audit is conducted every 2 years. Ms. Lanza-Weil asked for an explanation of OPEB to which Mr. Del Castilho responded. Ms. Willmore of the Finance Committee added to OPEB responses by addressing future value of benefits.

Annual Town Meeting - proposed Town Bylaw amendment recommendations - Ms. Willmore of the Finance Committee and Ms. Blom, Town Clerk, presented a list of Town Bylaw recommendations. Examples of recommendations are: changing annual town election of officers from the first Tuesday in May, to the first Tuesday in June; voting to accept the MGL which treats Saturdays as holidays for election purposes; changing Constables and Tree Warden from elected to appointed positions. Ms. Blom and Ms. Willmore accompanied each proposal with supporting reasoning/purpose. Discussion followed. Regarding a proposed change to paper voting procedure, Ms. Kelsey asked if that would impact her ability to request a paper ballot; she was told it would not.

After a pause for the 6:00 p.m. appointment for the FY20 CDBG Hearing, discussion resumed on bylaw amendment recommendations, with positions of tree warden and constable generating much of the conversation. There are no candidates for tree warden for the upcoming election on May 3. Mr. Phillips moved to include the *position only* for tree warden on the ballot (no candidates listed), seconded by Mr. Del Castilho. Vote in favor of the motion was unanimous. This will provide the opportunity for write-in candidates.

Other items addressed were to change the name of Advisory Committee to Finance Committee and to make that a 5 member board rather than 6 to prevent the occurrence of tie votes.

A recommendation was given to lower the speed limit to 25 mph within thickly settled and commercial districts. This would require that the town accept the provisions of the Municipal Modernization Act (Chapter 218, of the Acts of 2016). Ms. Butler stated that much of what Buckland does is already in compliance with those Acts, so to adopt them would cover the town for what it is already doing. Included in this recommendation is the request for the Select Board to place an Article on this year's Town Meeting Warrant that the Town accept this Act. Discussion followed on possible areas of town impacted by such a speed limit change, change in traffic flow/speed following road improvements on Upper Street, the safety benefits, and signage. Ms. Kelsey asked who would be responsible for the cost of sign changes. Mr. Phillips responded.

Ms. Blom will submit the recommendations to town counsel for review and the Select Board will vote on the night they approve the warrant.

WWTF Employee - vote to conclude probation period, effective February 10, 2022 - Mr. Phillips moved to conclude probation period for WWTF employee effective February 10, 2022 and to conclude the probationary period for highway employee effective March 14, 2022. (see next agenda item). Motion was seconded by Mr. Del Castilho and vote in favor of the motion was unanimous.

Highway Employee - vote to conclude probationary period effective March 14, 2022 - See vote on above agenda item. Select Board voted on one motion covering both employees.

Documents to Sign

Efficiency and Regionalization Grant - Mr. Phillips moved to sign, seconded by Mr. Del Castilho. Vote in favor of the motion was unanimous. Documents are available on the town website as an attachment to this meeting,

Acceptance of Deed, 0 Conway Street - Ms. Butler recapped the conveyance of the deed. Documents for this item are available on the town website as an attachment to this meeting. Mr. Phillips moved to accept, seconded by Mr. Del Castilho. Vote in favor of the motion was unanimous.

Town Hall use Permit, Carmela Lanza-Weil - Ms. Lanza-Weil explained her purpose in using Town Hall and Ms. Butler added that it is similar to use by a film company. Ms. Lanza-Weil's application for the permit is available on the town website as an attachment to this meeting. Mr. Phillips moved to approve/sign, seconded by Mr. Del Castilho. Vote in favor of the motion was unanimous.

March 9, 2022 Minutes - Mr. Phillips moved to approve the March 9, 2022 Open Session minutes, seconded by Mr. Del Castilho. Vote in favor of the motion was unanimous. Mr. Phillips then moved to approve Executive Session minutes of March 9, 2022, seconded by Mr. Del Castilho. Vote: Phillips, yes; Del Castilho, yes.

Items Not Reasonably Anticipated by Chair 48 Hours in Advance of Meeting - Ms. Butler reported that the Pool Committee needs Select Board approval to send a fund raising mailing they had prepared. Board members read the letter. Mr. Phillips moved to sign final draft, seconded by Mr. Del Castilho. Vote in favor of the motion was unanimous.

Select Board Member Concerns - There were no Select Board member concerns presented.

Town Administrator's Report - Ms. Butler reported updates on the Conway Street TIP project; Baltazar Construction is scheduled to begin work on Monday, March 28.

Regarding ARPA, she reported that she met with Mr. Phillips of the Select Board and Ms. Consolo of the Finance Committee to prioritize projects that could be funded through American Rescue Plan Act. They identified several areas, and after further investigation will present their recommendations to the Finance Committee and Select Board for discussion.

The Recreation Committee met March 21st to review proposed swimming pool design, and the building committee reported on color scheme and materials. Reference was also made to the fund raising letter the Board approved earlier in the meeting (see Items Not Reasonably Anticipated by Chair 48 Hours in Advance of Meeting).

A letter was received from State Auditor Suzanne Bump acknowledging concerns for mandated funding for out-of-district regional technical school transportation. Also, a letter was received from Pat and Devin Schmidt stating their intentions to continue planting and maintenance of the garden at the corner of State Street and Route 2, and at the town triangle, quoting two payments, one of \$375 and one for \$350.

Public Comment - Public comment had been recognized throughout the meeting when addressing individual agenda items. At this time, Ms. Kelsey asked if there was a reserve account for Smith Vocational School; Ms. Butler responded that there is not. Ms. Kelsey also asked if there is drug testing for employees; there is.

Volunteer Recognition - The Recreation Committee was recognized for their ongoing work to complete the design and construction of the new pool.

Announcements & Upcoming Meetings - There will be a public input session regarding **Repurpose Opportunities for 50 Conway Street** on March 24, 2022 at 6:30 p.m. via Zoom; details on the website. Attendees must pre-register for this event, and Ms. Butler explained the process. Mr. Phillips asked how the event was advertised; Ms. Butler responded with the various avenues used to promote the input session.

With no further business to conduct, Mr. Phillips moved to adjourn, seconded by Mr. Del Castillo. Vote in favor of the motion was unanimous. Meeting adjourned at 7:16 p.m.

Respectfully Submitted by Mary Bolduc, Boards' Clerk, April 12, 2022

Signed:

Barry Del Castillo



Clint Phillips



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

Wednesday, March 22, 2022
5:00 p.m.

AGENDA

5:00 p.m. Executive Session:

Motion: To go into Executive Session under the provisions of MGL c.30A, Sec.21(a) to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct contract negotiations with non-union personnel.

Open Session: Listing of Topics

1. **Appointments**

6:00 p.m. – Public Hearing: FY20 CDBG reprogramming of surplus funds

2. **Agenda Items**

Shared Police Services update

Senior Services District Special Act update

FY23 Budget Update

2022 Annual Town Meeting – proposed Town Bylaw amendment recommendations

WWTF Employee – vote to conclude probation period, effective Feb. 10, 2022

Highway Employee – vote to conclude probation period, effective March 14, 2022

3. **Documents to Sign**

a. Contract Documents

i. Efficiency & Regionalization Grant

ii. Acceptance of Deed, 0 Conway Street

b. Permits & Licenses

i. Town Hall Use Permit, Carmela Lanza-Weil

c. Minutes March 9, 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: Recreation Committee for their ongoing work to complete the design and construction of the new pool.

9. Announcements & Upcoming Meetings:

Public Input Session – Repurpose Opportunities for 50 Conway Street, March 24, 2022
at 6:30 p.m. viz Zoom, details on the website.

Town of Buckland

NOTICE OF PUBLIC HEARING

FY2020 CDBG AMENDMENT

The Town of Buckland will hold a **Public Hearing** on **Tuesday, March 22, 2022 at 6:00 p.m.** in the Select Board Meeting Room, Buckland Town Hall, 17 State Street, Shelburne Falls. The purpose of this hearing is to discuss the reprogramming of surplus grant funds from the Town's FY20 Community Development Block Grant. Projects under consideration include engineering design services for CDBG eligible infrastructure projects, including Depot Street improvements, and additional funds for the West County Emergency Food Pantry.

Any agency or individual who wishes to be heard on this matter will be given the opportunity. In addition, comments in writing or by email to townadmin@town.buckland.ma.us will be accepted prior to the hearing. Special accommodations will be attempted upon written request to the Select Board Office.

Buckland Select Board

TO: Buckland Select Board

FROM: Linda Overing, CDBG Administration Consultant

DATE: March 22, 2022

RE: Reprogramming of Surplus FY20 CDBG funds

Tonight's hearing is to discuss options for reprogramming the surplus from the Lower Ashfield Street construction project, which we project to be \$40,000. I am providing additional information on options that were advertised in the Public Hearing Notice.

Depot Street Improvements Design: Depot Street provides access to the Trolley Museum and Salmon Falls Parking Lot and was classified as being in "Fair" condition when it was evaluated by Tighe and Bond as part of the Slums & Blight Study. Insufficiently controlled drainage appears to be eroding the recently paved roadway surface and weakening its retaining wall overlooking Conway Street. Engineering design would evaluate the existing conditions, make recommendations for improvements, and prepare final plans and specifications as well as a construction cost estimate. At least two public meetings would be held with the engineer to solicit input on the proposed improvements. When finalized the design could be used for an application to the CDBG program for construction funding.

I recommend that \$25,000 be budgeted for this design project. It can be completed in time for the next CDBG application round in early September 2022. The services must be procured and I recommend that RFP scope include future construction administration and resident inspector services, dependent on funding.

Assistance for the West County Emergency Food Pantry: The FY20 CDBG, which ends in June 2022, includes \$25,000 to support the Food Pantry operation. With Buckland not applying for a FY21 CDBG, Community Action Pioneer Valley, which operates the Food Pantry, has requested \$6,250 as bridge funding, assuming the FY20 CDBG can be extended to September 30, 2022.

I recommend the following uses of the surplus FY20 CDBG Funds:

\$ 25,000 – Depot Street Engineering Design

\$ 6,250 – Food Pantry Support

\$ 31,250 – TOTAL

I recommend the following motion:

I move to request DHCD to reprogram surplus funds from the FY20 CDBG Lower Ashfield Street Improvements project to \$25,000 for Depot Street Engineering Design and \$6,250 for the West County Emergency Food pantry and to extend the grant to September 30, 2022.



March 18, 2022

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

RE: Engineering Services
Town of Buckland
Depot Street

Dear Ms. Butler:

We are pleased to submit for your approval, this letter proposal for the performance of engineering and survey services for the above referenced project. The proposal is for surveying and engineering services for the design of street reconstruction, utility improvements, drainage design, and sidewalk evaluation of Depot Street from Ashfield Street to Town Parking Lot. The estimated length of the project is eight hundred linear feet.

SCOPE OF SERVICE

GCG will perform a detail survey of existing features and prepare contract documents and plans for the construction of the above referenced streets.

SURVEY

The existing base plans consist of plan views only in a metric scale. GCG would convert these plans to English and use a 1" = 20' scale. The existing plans and data point files do not have any vertical elevations. GCG would perform necessary survey to obtain elevations required to allow for the design of the roadway improvements. The survey would meet the following standards.

A survey base line will be established within the project limits from which a detailed survey of existing features will be taken. The field survey shall include location, alignment, and elevation of roadways, existing curb, back of sidewalk elevation, location, and elevation of all walks to dwellings or other buildings, utility poles and underground structures, storm drainage pipelines and structures, retaining walls, fences, hedges, and all other physical features within each street layout. Field survey and plans will be prepared for the above referenced streets, and all intersecting streets will be surveyed approximately one hundred feet up the street.

I. HORIZONTAL CONTROL

GCG ASSOCIATES will establish control baselines for topographic and utility surveys. Basic horizontal control will be based on Massachusetts Geodetic Third-Order, Class I Standards of Accuracy (1 part in 10,000 minimums). All control monuments will be identified. GCG ASSOCIATES will submit a sketch plan of the balanced main baseline with coordinates at all control points. The main control points will have a minimum of three reference ties for recovery.

II. VERTICAL CONTROL

GCG ASSOCIATES will establish vertical control to provide benchmarks and adjusted elevations for use in preliminary surveys and construction. Elevations will be established to second-order accuracy based on the National

Vertical Datum of 1988 (GPS). Vertical Control Points will have designated numbers and adequate reference ties for recovery.

III. **FIELD NOTES**

GCG ASSOCIATES will provide copies of all field notes for all horizontal and vertical control surveys recorded in a clear and legible manner in notebooks fully indexed. The notes will contain descriptions and sketches of existing control points used for origin and closure and the control monuments established by this survey. Electronic data collecting equipment printouts of raw data will be provided. All field notes will be reduced.

IV. **TOPOGRAPHIC SURVEY**

GCG ASSOCIATES will perform an on-the-ground survey by obtaining all surface features within the limits of defined in Section I. Cross-sections will be obtained on a 25-foot grid normal to the survey baseline. Odd station cross-sections will be taken where necessary to properly define topographic features.

V. **UTILITY SURVEY**

GCG ASSOCIATES will show on the plans underground by a combination of field surveys and record drawings. Rim and invert elevations, as well as size and type of any pipe for storm and sanitary sewers, will be obtained from field measurements. The location, type and numbers of electric and telephone poles and surface evidence of underground facilities will be obtained from field measurements. Size, type, etc., will be obtained from utility company records. Depths of underground utilities, other than sewer and drain, will be obtained from utility company records, if available.

VI. **PLAN AND PROFILE SHEETS**

GCG ASSOCIATES will provide plans, which will include the following:

- 1.) All drawing data will be provided in magnetic media (CD-ROM) in AutoCAD Release 14 format.
- 2.) Drawing size will be 36 inches wide x 24 inches high. A profile grid approximately 8 inches x 24 inches will be positioned on the lower half of the drawing for plans and profile drawings.
- 3.) The plan map at a scale of 1"=20' feet will be positioned directly above the profile at a scale of 1"=5' and be laid horizontal with a north arrow-showing correct orientation. At locations where the strip is broken, the individual strips will show a match line and have a minimum overlap of 20 feet. The coordinate grid will be shown at 100-foot intervals.
- 4.) Existing street rights-of-way including locations of street lines, curb lines and easements will be shown.
- 5.) River and stream crossings and other surfaces features and fixtures, including stonewalls, driveways, trees, and utility poles with pole number, etc. will be shown.
- 6.) All utilities and other underground obstructions will be plotted including water, sewer, gas, electric, telephone, cable television, manholes, valve boxes, fire hydrants, etc.
- 7.) Contours, at 2-foot intervals.
- 8.) The angle and stationing of the roadway crossings and bridge crossings will be noted.
- 9.) Profiles of the centerline of the road and right and left gutter grade will be indicated at the maximum interval of 50 feet or at terrain breaks.
- 10.) The elevation of underground utilities that intersects the alignment will be indicated on the drawings noting whether the elevations were established from actual field measurements or from utility company records.

ROADWAY DESIGN

The project involves the preparation of contract plans and construction documents for the reconstruction of streets, utility improvements, sidewalks, drainage system design Depot Street then 50 feet in each direction for intersecting streets.

I. GCG Associates will prepare design plans at a scale of 1"=20' and contract documents in accordance with Town, State and Federal Regulations. The following information will be included in the construction documents and plans.

- Cross sections of sidewalks as necessary to allow for construction of the proposed sidewalk and curbing improvements
- Final grades and elevations.
- Drainage improvements if deemed necessary.

- Details regarding sidewalk construction, and curb replacement or resetting.
 - Details regarding utility replacement.
- II. GCG Associates will review the need to add or replace drainage with the Town and incorporate into the design.
- III. GCG Associates will prepare a cost estimate for the project including construction cost and contingencies.
- IV. GCG Associates will attend two meetings with the Town Officials. The first meeting shall be at 50% completion. The second meeting shall be at 95% completion of the design and shall include the submittal of three review copies of the contract documents.
- V. GCG Associates will incorporate Town comments into the 95% complete contract documents and make any related changes to the cost estimate, permits, time schedules, etc.
- VI. GCG Associates will prepare an existing condition report that could be submitted with a CDBG applications including estimated construction cost.

Fee schedule

The lump sum fee for providing the above scope of services would be \$21,015. See attached breakdown of person-hours for estimated cost.

The total fees for the above listed Scope of Services will not be exceeded without formal agreement between the parties of this agreement. All filing fees associated with the permitting process will be paid directly by the Owner and are not included in this contract. All copies of reports and plans will be invoiced as a reimbursable expense. A change in the Scope of Services will be considered cause to modify this agreement. Changes, other than minor revisions, requested by the Owners, or any review boards; will be considered as a change in the Scope of Services.

Respectfully submitted,
GCG ASSOCIATES, INC.

Michael J. Carter

Michael Carter, P.E.
Principal

Town Bylaw Amendments For 2022 ATM:

Page 6, Chapter 2, Sec. 4. The annual town ~~meeting for the~~ election of town officers shall be held on the first Tuesday of June ~~May~~ of each year.

Page 7, Chapter 2, NEW Sec. 7. Adopt MGL CH41, Sec 110A Vote to accept the MGL that treats Saturdays as holidays for election purposes. *(this means that Saturdays are not counted for election deadlines meaning the town clerk would not hold voter registrations on Saturdays)*

Page 8, Chapter 2, Sec 17. Upon a motion by ~~request of~~ a voter for a paper ballot on an article, that motion must first be voted on by town meeting. If the motion is passed, then the vote on the original article ~~any that article motion~~ shall be taken by a "Yes" and "No" ballots.

Page 9, Chapter 3 NEW Definitions

In accordance with MGL Ch 41, Sec 1

Town Officers to be elected:

Clerk (3 yrs)
Select Board (3 yrs)
Assessors (3 yrs)
Board of Health (3 – elected)
School Committee (2 – elected)
Finance Committee (elected)
Library Trustee (3 elected)

The following officers to be appointed:

Treasurer (appointed)
Collector of Taxes (appointed)
Auditor (appointed)
Constables (change to appointed)
Highway Super (appointed)
Sewer Commissioners (appointed)
Tree Warden (change to appointed)
Assistant Assessor (appointed)

Page 10, Chapter 3, NEW Sec 1. Upon election all officers take effect immediately following the election and must be duly sworn in by the Town Clerk prior to taking their seat. Upon appointment all committee/board members must be sworn by the Town Clerk prior to taking any action on behalf of the town.

Page 10, Chapter 4, Advisory Finance Committee and change subsequent references. **Sec 1 -** There shall be an **Finance Advisory** Committee consisting of ~~six~~ five legal voters of the town.

Pages 21-23, Chapter 9, Recycling Definitions, Sec 2 - Recyclables are the discarded materials described below which may be reclaimed and are considered saleable by the Town of Buckland. For the purpose of this ordinance, they are defined in the ~~following~~ categories laid out by the Franklin County Solid Waste Management District, and shall be separated as described by the District. (insert link to website):

Delete recycling definitions Sec 2a-e, 3-4 and renumber subsequent sections

Recommendation the Selectboard to lower the speed limit to 25 mph within thickly settled and commercial districts.

Numerous studies have shown that lowering the speed limit in business districts and thickly settled areas dramatically reduces pedestrian (and, perhaps, bicyclist) accidents.(See <https://citeseerx.ist.psu.edu/viewdoc/download?doi=10.1.1.473.2237&rep=rep1&type=pdf>)

To do so, however, requires the town to accept the provisions of the Municipal Modernization Act (Chapter 218, of the Acts of 2016).

Therefore, I request that the Selectboard place an Article on this year's Town Meeting Warrant recommending that the Town accept this Act.

GCG Associates, Inc.
 84 Main Street
 Wilmington, MA 01887
 (978) 657-9714

Estimated Fee

3/18/2022

Town: Buckland, MA

Project: Depot Street (Ashfield Street to Town Parking Lot)

Phase	Hours					Total
	Project Manager	Senior Engineer	Staff Engineer	Resident	Survey	
	\$160.00	\$135.00	\$105.00	\$0.00	\$110.00	
SURVEY - Roadway Design						
Task 1 Right of way/Research	1	0	8	0	0	\$1,000.00
Task 2 Develop Base Plans	1	1	24	0	16	\$4,575.00
Subtotal						\$5,575.00
DESIGN						
Task 3 - Preliminary Design/Cost Estimate	2	12	40	0	0	\$6,140.00
Task 4 - Final Design	1	12	40	0	0	\$5,980.00
Task 5 Existing/Proposed Grant Report	2	16	8	0	0	\$3,320.00
Subtotal						\$15,440.00
Total						\$21,015.00

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**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF BUCKLAND
AND
GREGORY BARDWELL
REGARDING POLICE SERVICES
Made as of April 1, 2022**

STATEMENT OF PURPOSE: This Memorandum of Agreement ("MOA") confirms that the Town of Buckland ("Buckland") and Chief Gregory Bardwell, ("Chief Bardwell") shall enter into an Agreement, under which Chief Bardwell will provide administrative police services in and for Buckland. Buckland intends to execute such Agreement from April 1, 2022 until both parties choose to amend this agreement or June 30, 2022. It is the intention of the Buckland Select Board and Chief Bardwell to allow this MOA to serve as an opportunity to further evaluate shared administrative services and its complexities to achieve a longer-term agreement between the Buckland Select Board and Chief Bardwell for administrative police services through June 30, 2023. Accordingly, Town of Buckland agrees that Chief Bardwell will provide police services for Buckland effective April 1, 2022 under the following general terms and conditions:

1. Chief Bardwell shall provide administrative services for the Town of Buckland's Police Department as described in Attachment A.
2. For and in consideration of Police Chief's performance of administrative police services hereunder, Buckland shall pay Chief Bardwell the sum of 2,000.00 dollars per month, for the period beginning April 1, 2022. For this amount the Town of Buckland anticipates that Chief Bardwell will not work more than 32 hours per pay period. Additionally, Buckland shall pay Chief Bardwell for the costs associated with any additional duties as requested by the Town of Buckland at the rate of \$39.64 per hour. The Town of Buckland will pay Chief Bardwell his base salary in the first pay period of each month.
3. The Town of Buckland and Chief Bardwell will communicate and cooperate to administer this MOA so as to fulfill its purpose and achieve the goals stated herein.
4. The Town of Buckland and Chief Bardwell intend that this MOA be construed and interpreted so as to provide all authority necessary for Chief Bardwell to perform and discharge the duties of a Massachusetts Police Chief in and for the Town of Buckland.
5. This MOA shall remain in effect until the Town of Buckland or Chief Bardwell have either further amended this MOA or executed an IMA between the Town of Buckland and the Town of Shelburne, subject to the right of the Town of Buckland and Chief Bardwell to terminate the MOA upon thirty (30) days' prior notice, given in writing, by U.S. mail or courier or delivery service, and addressed as follows: if to Buckland: Select Board, Town Offices, 17 State Street, Shelburne Falls, MA 01370; if to Chief Bardwell: Shelburne Police Department, 623 Mohawk Trail, Shelburne Falls, MA 01370.

TOWN OF BUCKLAND

GREGORY BARDWELL



March 15, 2022

Attachment A

Duties to be provided by Chief Bardwell to the Town of Buckland

Payroll and Detail Billing
Accounts Payable and Budget Oversight
Patrol and Detail scheduling
Monthly Reports to Buckland Selectboard
Firearms Licensing
Sex Offender Registration
Officer Training
Buckland Police Station Maintenance / Scheduling Building Services
Attend weekly Covid task force meeting, as requested
Attend Selectboard Meetings, as requested

FY2023: Buckland Revenue / Expense Analysis				
	FY2022	FY2023 (Fin Com Recommend)	Percent Change	\$ Change
OPERATING REVENUES				
Taxation				
Prior Year Levy Limit	4,171,654	4,303,082	3.2%	131,428
Plus 2.5%	104,291	107,577	3.2%	3,286
Plus New Growth	27,137	20,000	-26.3%	(7,137)
Sub-Total of Taxation (Levy Limit)	4,303,082	4,430,659	3.0%	127,577
Debt Exclusions	218,506	221,494	1.4%	2,988
Taxation Total (Maximum Levy)	4,521,588	4,652,153	2.9%	130,565
Other Revenues				
State Aid (Cherry Sheet)	384,325	395,320	2.9%	10,995
Local Receipts	207,250	237,250	14.5%	30,000
Overlay Surplus	0	0		0
Other Revenues Total	591,575	632,570	6.9%	40,995
TOTAL OPERATING REVENUES	5,113,163	5,284,723	3.4%	171,560
OPERATING EXPENSES				
General Expenses				
Town Operating Expenses	1,964,939	2,016,881	2.6%	51,942
State Assessments	6,770	6,770	0.0%	0
Overlay for Abatements	40,000	40,000	0.0%	0
Sub-Total General Expenses	2,011,709	2,063,651	2.6%	51,942
School Assessments				
Mohawk Operating	2,673,693	2,686,885	0.5%	13,192
Smith Vocational	30,000	50,000	66.7%	20,000
Franklin Tech Operating	111,754	225,345	101.6%	113,591
Sub-Total of School Assessments	2,815,447	2,962,230	5.2%	146,783
TOTAL GENERAL FUND	4,827,156	5,025,881	4.1%	198,725
CAPITAL & DEBT EXPENSES				
Raise and Appropriate for Stabilization		0		0
Raise and Appropriate for Capital Proj.		0		0
Debt Service	225,535	227,529	0.9%	1,994
TOTAL CAPITAL & DEBT EXPENSES	225,535	227,529	0.9%	1,994
TOTAL OF ALL EXPENSES	5,052,691	5,253,410	4.0%	200,719
EXCESS / (DEFICIT)	60,472	31,313	-48.2%	(29,159)

FY2023: Buckland Operating Budget

Item	FY2021 Actual	FY2022 Town Mtg Appropriated	FY2023 Requests	FY2023 FinCom recommend	\$ Request v. FY2022	FinCom \$ Change FY2022 to FY2023	% Change FY2022 to FY2023
TOWN OPERATING	1,876,229	1,964,939	2,016,881	2,016,881	51,942	51,942	2.6%
SCHOOL ASSESSMENTS	2,722,040	2,815,447	2,962,230	2,962,230	146,783	146,783	5.2%
Sub-Total Town Operating (Lines 7+10)	4,598,269	4,780,386	4,979,111	4,979,111	198,725	198,725	4.2%
GENERAL GOVERNMENT							
MODERATOR STIPEND	250	250	250	250	0	0	0.0%
SELECTBOARD STIPENDS	4,600	6,000	6,000	6,000	0	0	0.0%
SELECTBOARDS OFFICE/ADMIN	102,203	99,766	112,474	112,474	12,708	12,708	12.7%
<i>Advertising Expense</i>	710	1,000	1,000	1,000	0	0	0.0%
<i>Safety/Drug Testing</i>	289	750	1,000	1,000	250	250	33.3%
<i>Selectboard's Expenses</i>	1,192	7,000	7,000	7,000	0	0	0.0%
<i>Shelburne Falls Partnership</i>	0	0	0	0	0	0	0.0%
<i>Administrative Assistant Salary</i>	29,389	17,828	29,324	29,324	11,496	11,496	64.5%
<i>Town Reports</i>	500	500	500	500	0	0	0.0%
<i>Administrator Expense</i>	623.63	3,500	750	750	(2,750)	(2,750)	-78.6%
<i>Administrator Salary</i>	69,499	69,188	72,900	72,900	3,712	3,712	5.4%
RESERVE FUND	18,227	20,000	25,000	25,000	5,000	5,000	25.0%
PERSONNEL RESERVE FUND	0	7,500	2,500	2,500			
COLLECTOR/TREASURER OFFICE	68,148	72,162	69,404	69,404	(2,758)	(2,758)	-3.8%
<i>Collector/Treasurer Exp</i>	13,802	18,934	16,594	16,594	(2,340)	(2,340)	-12.4%
<i>Asst. Treasurer Stipend</i>	2,190	3,000	4,001	4,001	1,001	1,001	33.4%
<i>Collector/Treasurer Salary</i>	46,556	47,378	46,409	46,409	(969)	(969)	-2.0%
<i>OPEB Expense</i>	5,600	2,850	2,400	2,400	(450)	(450)	-15.8%
TAX TITLE EXPENSE	1,099	7,000	2,000	2,000	(5,000)	(5,000)	-71.4%
ACCOUNTANT	26,589	28,124	29,063	29,063	939	939	3.3%
<i>FRCOG Accounting Program</i>	25,914	27,674	28,613	28,613	939	939	3.4%
<i>Accountant Expenses</i>	675	450	450	450	0	0	0.0%
ASSESSORS STIPENDS	3,900	3,900	3,900	3,900	0	0	0.0%
ASSESSORS OFFICE	44,139	45,798	40,820	40,820	(4,978)	(4,978)	-10.9%
<i>Assessors Expenses</i>	6,350	7,150	9,025	9,025	1,875	1,875	26.2%
<i>Assessors Office Salary</i>	37,789	38,648	31,795	31,795	(6,853)	(6,853)	-17.7%
ASSESSORS TAX MAP	4,400	4,400	4,400	4,400	0	0	0.0%
ASSESSORS REVALUATION	13,067	24,500	24,500	24,500	0	0	0.0%
BLDGS & GROUNDS (formerly Town Hall)	52,247	92,318	133,002	133,002	40,684	40,684	44.1%
<i>Postage</i>	2,000	5,000	5,000	5,000	0	0	0.0%
<i>Town Office Supplies</i>	450	950	950	950	0	0	0.0%
<i>Office Equip Maintenance</i>	6,398	7,500	8,500	8,500	1,000	1,000	13.3%
<i>Public Bldges Expenses</i>	18,835	36,868	37,000	37,000	132	132	0.4%
<i>Communications/IT</i>	24,564	22,000	25,000	25,000	3,000	3,000	13.6%
<i>Bldgs & Grounds Salary</i>	0	20,000	56,552	56,552	36,552	36,552	182.8%
TOWN CLERK OFFICE/ELECTIONS	8,102	13,300	14,550	14,550	1,250	1,250	9.4%
<i>Town Clerk Expenses</i>	1,667	2,300	2,300	2,300	0	0	0.0%
<i>Assistant Town Clerk</i>	0	2,500	2,500	2,500	0	0	0.0%
<i>Street Listing</i>	233	600	750	750	150	150	25.0%
<i>Record Books</i>	0	1,500	4,000	4,000	2,500	2,500	166.7%
<i>Election Expenses</i>	5,802	6,000	600	600	(5,400)	(5,400)	-90.0%
<i>Election salaries inc. Registrars</i>	400	400	4,400	4,400	4,000	4,000	1000.0%
TOWN CLERK SALARY	35,867	30,015	30,916	30,916	901	901	3.0%
BOARDS AND COMMITTEES	4,325	12,830	7,333	7,333	(5,497)	(5,497)	-42.8%
<i>Energy Committee</i>	0	200	200	200	0	0	0.0%
<i>Conservation Commission</i>	500	500	500	500	0	0	0.0%
<i>Planning Board</i>	0	500	500	500	0	0	0.0%
<i>Zoning Board of Appeals</i>	0	500	200	200	(300)	(300)	-60.0%
<i>Boards Clerk</i>	3,825	11,130	5,933	5,933	(5,197)	(5,197)	-46.7%
AUDITOR	16,000	7,200	7,200	7,200	0	0	0.0%
LEGAL	18,620	15,000	15,000	15,000	0	0	0.0%
INSURANCE & BONDS	46,860	56,000	56,000	56,000	0	0	0.0%
REGIONAL SERVICES (FRCOG)		16,246	16,008	16,008	(238)	(238)	-1.5%
<i>Procurement Services</i>	2,614	2,614	2,669	2,669	55	55	2.1%

FY2023: Buckland Operating Budget

Item	FY2021 Actual	FY2022 Town Mtg Appropriated	FY2023 Requests	FY2023 FinCom recommend	\$ Request v. FY2022	FinCom \$ Change FY2022 to FY2023	% Change FY2022 to FY2023
<i>Statutory Assessment</i>	710	710	710	710	0	0	0.0%
<i>Core Assessment</i>	12,970	12,922	12,629	12,629	(293)	(293)	-2.3%
Sub-Total General Government	468,642	554,809	597,820	597,820	43,011	43,011	7.8%
PROTECTION OF PERSONS AND PROPERTY							
POLICE SALARIES	168,072	178,564	178,897	178,897	333	333	0.2%
POLICE DEPARTMENT	28,922	45,590	44,500	44,500	(1,090)	(1,090)	-2.4%
<i>OUI / Speed Enforcement</i>	0	0	0	0	0	0	0.0%
<i>Police Bldg Maintenance</i>	5,618	11,340	11,750	11,750	410	410	3.6%
<i>Police Expense</i>	23,304	34,250	32,750	32,750	(1,500)	(1,500)	-4.4%
BUILDING INSPR PROG	7,600	7,600	7,600	7,600	0	0	0.0%
EMERG MGT DIR STIPEND	2,600	3,000	3,000	3,000	0	0	0.0%
EMERG MGT EXPENSE	2,750	2,150	2,500	2,500	350	350	16.3%
ANIMAL CONTROL REGIONAL	6,101	6,200	5,860	5,860	(340)	(340)	-5.5%
ANIMAL CONTROL EXPENSE	660	1,000	1,000	1,000	0	0	0.0%
FOREST FIRE WARDEN STIPEND	150	150	150	150	0	0	0.0%
TREE WARDEN STIPEND	1,200	1,200	1,200	1,200	0	0	0.0%
TREE WARDEN EXPENSE	4,500	5,000	6,000	6,000	1,000	1,000	20.0%
Sub-Total Protection	222,555	250,454	250,707	250,707	253	253	0.1%
EDUCATION							
K-12 MOHAWK OPERATING	2,588,505	2,673,693	2,686,885	2,686,885	13,192	13,192	0.5%
SMITH VOCATIONAL	49,235	30,000	50,000	50,000	20,000	20,000	66.7%
FRANKLIN COUNTY TECH OPER.	84,300	111,754	225,345	225,345	113,591	113,591	101.6%
Sub-Total Education	2,722,040	2,815,447	2,962,230	2,962,230	146,783	146,783	5.2%
PUBLIC WORKS							
HIGHWAY SALARIES	117,238	147,651	130,024	130,024	(17,627)	(17,627)	-11.9%
HIGHWAY DEPARTMENT	128,166	137,850	136,100	136,100	(1,750)	(1,750)	-1.3%
<i>Highway Supplies</i>	57,436	55,000	50,000	50,000	(5,000)	(5,000)	-9.1%
<i>Road Machinery</i>	36,095	39,400	50,000	50,000	10,600	10,600	26.9%
<i>Street Lights</i>	9,744	13,000	7,500	7,500	(5,500)	(5,500)	-42.3%
<i>Town Garage Expense</i>	24,891	30,450	28,600	28,600	(1,850)	(1,850)	-6.1%
WINTER RDS SALARIES	72,026	98,108	98,108	98,108	0	0	0.0%
WINTER RDS EXPENSE	242,267	145,000	145,000	145,000	0	0	0.0%
REFUSE/RECYCLING	92,813	99,937	99,670	99,670	(267)	(267)	-0.3%
<i>Refuse Salaries</i>	19,787	20,638	21,256	21,256	618	618	3.0%
<i>Refuse/Recycling Expense</i>	55,475	61,000	60,000	60,000	(1,000)	(1,000)	-1.6%
<i>Hazardous Waste</i>	1,831	950	950	950	0	0	0.0%
<i>Landfill Monitoring & Mowing</i>	8,464	10,000	10,000	10,000	0	0	0.0%
<i>Solid Waste Mgmt District</i>	7,256	7,349	7,464	7,464	115	115	1.6%
CDBG MATCH EXPENSES	12,855	8,500	9,000	9,000	500	500	5.9%
<i>Application Expense</i>	0	3,500	4,000	4,000	500	500	14.3%
<i>Engineering Expenses</i>	7,855	5,000	5,000	5,000	0	0	0.0%
<i>Matching Funds</i>	5,000	0	0	0	0	0	0.0%
Sub-Total Public Works	665,365	637,046	617,902	617,902	(19,144)	(19,144)	-3.0%
HUMAN SERVICES							
ANIMAL INSPECTOR	800	800	800	800	0	0	0.0%
BOARD OF HEALTH STIPENDS	1,350	1,350	1,350	1,350	0	0	0.0%
BOARD OF HEALTH	16,756	17,363	15,407	15,407	(1,956)	(1,956)	-11.3%
<i>FRCOG Health Program</i>	16,379	16,863	14,907	14,907	(1,956)	(1,956)	-11.6%
<i>Board of Health Expenses</i>	377	500	500	500	0	0	0.0%
SENIOR CENTER	66,159	68,638	70,579	70,579	1,941	1,941	2.8%
VETERANS SERVICES	39,855	42,813	45,597	45,597	2,784	2,784	6.5%
<i>Regional Service Center</i>	3,924	4,613	4,455	4,455	(158)	(158)	-3.4%

FY2023: Buckland Operating Budget

Item	FY2021 Actual	FY2022 Town Mtg Appropriated	FY2023 Requests	FY2023 FinCom recommend	\$ Request v. FY2022	FinCom \$ Change FY2022 to FY2023	% Change FY2022 to FY2023
<i>Veterans Benefits</i>	35,155	37,000	40,392	40,392	3,392	3,392	9.2%
<i>Veterans Recognition Services</i>	776	1,200	750	750	(450)	(450)	-37.5%
Sub-Total Human Services	124,920	130,964	133,733	133,733	2,769	2,769	2.1%
CULTURE & RECREATION							
BUCKLAND LIBRARY	40,348	43,383	43,939	43,939	556	556	1.3%
<i>Library Operating Costs</i>	18,739	20,745	20,578	20,578	(167)	(167)	-0.8%
<i>Library Salaries</i>	21,609	22,638	23,361	23,361	723	723	3.2%
ARMS LIBRARY	59,761	22,839	24,483	24,483	1,644	1,644	7.2%
RECREATION DEPARTMENT	19,066	21,300	20,275	20,275	(1,025)	(1,025)	-4.8%
<i>Management</i>	8,500	8,500	9,000	9,000	500	500	5.9%
<i>Maintenance</i>	10,566	12,800	11,275	11,275	(1,525)	(1,525)	-11.9%
EVENTS	1,250	1,550	1,700	1,700	150	150	9.7%
<i>4th of July</i>	150	150	150	150	0	0	0.0%
<i>Band Concerts</i>	800	800	800	800	0	0	0.0%
<i>Bridge of Flowers</i>	300	600	750	750	150	150	25.0%
250th ANNIVERSARY	250	250	250	250	0	0	0.0%
Sub-Total Culture & Recreation	120,675	89,322	90,647	90,647	1,325	1,325	1.5%
INSURANCE/RETIREMENT							
RETIREMENT	119,714	122,681	125,595	125,595	2,914	2,914	2.4%
UNEMPLOYMENT/MEDICARE	11,470	13,429	11,694	11,694	(1,735)	(1,735)	-12.9%
<i>Unemployment Insurance</i>	1,752	1,943	714	714	(1,229)	(1,229)	-63.3%
<i>Medicare</i>	9,718	11,486	10,980	10,980	(506)	(506)	-4.4%
HEALTH/LIFE INSURANCE	142,888	166,234	188,783	188,783	22,549	22,549	13.6%
<i>Employees</i>	118,433	134,306	153,727	153,727	19,421	19,421	14.5%
<i>Retirees</i>	24,455	31,928	35,056	35,056	3,128	3,128	9.8%
OPEB ACCOUNT	0	0	20,000	20,000	20,000	20,000	0.0%
Sub-Total Ins./Ret. and Debt Expense	274,072	302,344	326,072	326,072	23,728	23,728	7.8%

FY2023: Buckland Capital and Debt Budget

Funding Sources (totals)

Line Ref.	Art. #	Item	Item	FY2021 Actual	FY2022 Town Mtg Appropriated	FY2023 Requests	FY2023 FinCom recommend	\$ Request v. FY2022	FinCom \$ Change FY2022 to FY2023	% Change FY2022 to FY2023	Raise & Appropriate	Stab. Acct.	Free Cash	Category
3		STABILIZATION ACCOUNTS	STABILIZATION ACCOUNTS											
4		STABILIZATION ACCT - TRANSFER STATION	STABILIZATION ACCT - TRANSFER STATION					0	0					
5	16	STABILIZATION ACCT - POLICE	STABILIZATION ACCT - POLICE	11,412				0	0					SA
6	16	STABILIZATION ACCT - HIGHWAY	STABILIZATION ACCT - HIGHWAY	53,980	25,000			(25,000)	(25,000)	-100.0%				SA
7		STABILIZATION ACCT - ELECTIONS	STABILIZATION ACCT - ELECTIONS	5,034				0	0					SA
8	16	STABILIZATION ACCT - TECHNOLOGY	STABILIZATION ACCT - TECHNOLOGY	8,063				0	0					SA
9		STABILIZATION ACCT - EMERGENCY	STABILIZATION ACCT - EMERGENCY	1,087				0	0					
10	16	STABILIZATION ACCT - GENERAL	STABILIZATION ACCT - GENERAL	524,528				0	0					SA
11		Sub-Total Stabilization Accounts	Sub-Total Stabilization Accounts	604,105	25,000	0	0	(25,000)	(25,000)	-100.0%	0	0	0	
12														
13		CAPITAL ITEMS	CAPITAL ITEMS											
14	15	TOWN BLDG REPAIRS	TOWN BLDG REPAIRS	13,850	0	10,000	10,000	10,000	10,000				7,500	CE
15		POLICE EQUIPMENT	POLICE EQUIPMENT	10,000	5,000	0	0	(5,000)	(5,000)	-100.0%				
16		POLICE CRUISER	POLICE CRUISER	0	51,946	0	0	(51,946)	(51,946)					
17	15	B&G EQUIPMENT	B&G EQUIPMENT	0	18,100	60,000	0	41,900	(18,100)					CE
18		HIGHWAY EQUIPMENT (F550)	HIGHWAY EQUIPMENT (F550)	0	0	468,000	125,000	468,000	125,000				125,000	
19	15	HIGHWAY - ROAD REPAVING	HIGHWAY - ROAD REPAVING	64,107	50,000	50,000	50,000	0	0	0.0%			50,000	CE
20		HIGHWAY SALT SHED	HIGHWAY SALT SHED	0	35,000	250,000	0	215,000	(35,000)	-100.0%				
21	15	TRANSFER STATION - FENCE	TRANSFER STATION - FENCE	0	0	15,000	0	15,000	0					CE
22	15	SWIMMING POOL	SWIMMING POOL	0	150,000	100,000	100,000	(50,000)	(50,000)	-33.3%			100,000	CE
23		TECHNOLOGY (TOWN CLERK)	TECHNOLOGY (TOWN CLERK)	0	0	10,000	10,000	10,000	10,000				10,000	
24	15	PARKS (DOG PARK)	PARKS (DOG PARK)	0	0	25,000	0	25,000	0					CE
25		OPEB	OPEB	0	0	20,000	20,000	20,000	20,000				20,000	
26		Sub-Total Capital Items	Sub-Total Capital Items	87,957	310,046	1,008,000	315,000	697,954	4,954	1.6%	0	0	312,500	
27														
28														
29		DEBT SERVICE	DEBT SERVICE											
30		LANDFILL CAPPING	LANDFILL CAPPING					0	0					
31	14	TOWN HALL RENOVATION PROJECT	TOWN HALL RENOVATION PROJECT	28,844	25,800	22,500	22,500	(3,300)	(3,300)	-12.8%	22,500			DS
32		MTRSD BUILDINGS	MTRSD BUILDINGS					0	0					
33	7	MTRSD ROOF	MTRSD ROOF	18,065	17,756	18,375	18,375	619	619	3.5%	18,375			MC
34	7	BSE ROOF	BSE ROOF	17,912	17,605	17,299	17,299	(306)	(306)	-1.7%	17,299			MC
35	7	MTRSD CAPITAL - WINDOWS/DOORS	MTRSD CAPITAL - WINDOWS/DOORS	12,132	8,534			(8,534)	(8,534)	-100.0%				MC
36	7	BSE CAPITAL PROJECT	BSE CAPITAL PROJECT	29,408	28,683			(28,683)	(28,683)	-100.0%				MC
37		BSE CAPITAL PROJECT #2	BSE CAPITAL PROJECT #2	27,166	27,161	26,495	26,495	(666)	(666)	-2.5%	26,495			
38		FRANKLIN TECH CAPITAL - ROOF	FRANKLIN TECH CAPITAL - ROOF	7,029	7,029	6,035	6,035	(994)	(994)	-14.1%	6,035			FC
39		IRENE DEBT	IRENE DEBT					0	0					
40		HIGHWAY TRUCKS	HIGHWAY TRUCKS					0	0					
41	14	HIGHWAY GARAGE	HIGHWAY GARAGE	16,567	92,967	136,825	136,825	43,858	43,858	47.2%	136,825			DS
42		Sub-Total Debt Service	Sub-Total Debt Service	157,123	225,535	227,529	227,529	1,994	1,994	0.9%	227,529	0	0	
43														
44														
45														
46														

	modeled at:	modeled at:	3.00%	FY2023:	Buckland Salaries and Compensation									
Line Ref. #	Position Title	Position Title	Employee or Description	Years Worked	Pay Type	Total FY2022 Base Hourly or Salary	FY2022 Current Compensation	Total FY2023 Base Hourly Rate	Hours Per Day	Work Days per Year	Total FY2023 Yearly Base Pay	Longevity Stipend	Stipends	FY2023 Total Compensation
3	Public Works Department	Public Works Department												
4	Highway Foreman	Highway Foreman	Anthony Gutierrez	0	Hourly	25.00	52,200.00	25.75	8.0	261	53,766.00			53,766
5	Highway worker	Highway worker	Michael Lovett	3	Hourly	20.77	42,846.80	21.39	8.0	261	44,668.79			44,669
6	Highway worker	Highway worker	Derek Girard	2	Hourly	20.02	42,846.80	20.62	8.0	261	43,055.81			43,056
7	Highway worker	Highway worker	Jeffrey Purinton	1	Hourly	20.52	42,846.80	21.14	8.0	261	44,131.13			44,132
8	Highway worker	Highway worker	Open	1	Hourly		41,802.00	0.00	8.0	261	0.00			0
9	Highway seasonal	Highway seasonal	Open		Hourly		0.00	0.00			0.00			0
10	Buildings & Grounds laborer	Buildings & Grounds laborer	Steve Daby - 25 yrs	25	Hourly	25.83	55,551.03	26.60	8.0	261	55,551.03	1000		56,552
11	Transfer Station Attendant (s)	Transfer Station Attendant (s)	Floyd Scott, Metty Gutteriz		Hourly	16.47	15,878.00	16.96	8.0	117	15,878.40			15,879
12	OT	OT	Highway Overtime				24,363.00				24,363.00			24,363
13	Police Department	Police Department												
14	Acting Police Chief	Acting Police Chief	Open		Hourly	32.00	73,080.00	32.96	8.0	261	68,820.48			68,821
15	Police Patrolman	Police Patrolman	Kurt Gllmore	9	Hourly	27.16	56,715.30	27.97	8.0	261	58,411.38			58,412
16	Part-time Officers	Part-time Officers	P/T Police Officers		Hourly	19.39	43,285.18	19.97	2,232.0	1	44,576.83			44,577
17	OT/Holiday	OT/Holiday	Police OT/Holiday				7,036.00		100.00		7,087.00			7,087
18	Academy Coverage	Academy Coverage	Academy Shift Coverage				0.00				0.00			0
19	Detail Work	Detail Work	Police Special Shifts/Detail				55,000.00				55,000.00			55,000
20	Wastewater Treatment Plant	Wastewater Treatment Plant												
21	WWTP Chief Operator	WWTP Chief Operator	Lisa Provencher	0	Hourly	28.00	58,464.00	28.84	8.0	261	60,217.92		1,500	61,718
22	WWTP Asst. Operator	WWTP Asst. Operator	Chris Drury	2	Hourly	25.60	53,452.00	26.37	8.0	261	55,056.38		1,000	56,057
23	Shared Collections Position	Shared Collections Position	Open	1	Hourly	23.50	51,156.00	24.21	4.0	261	25,270.02			25,271
24			WWTP Vacation Rep./OT								10,048.00			10,048
25	Town Hall and Others	Town Hall and Others												
26	Town Administrator	Town Administrator	Heather Butler	3	Salary	36.82	76,875.00	37.94	8.0	261	81,000.00			81,000
27	Treasurer / Collector	Treasurer / Collector	Cara Leach	0	Hourly	24.75	48,448.00	25.49	7.5	261	49,901.57			49,902
28	Dir. of Assessing	Dir. of Assessing	Pam Guyette	14	Hourly	26.27	38,397.33	27.06	4.0	261	28,248.66	250		28,499
29	Assessor Clerk	Assessor Clerk	Open	0	Hourly	16.00	6,288.00	16.48	200.0	1	3,296.00			3,296
30	Administrative Assistant	Administrative Assistant	Pam Guyette	2	Hourly	27.27	17,827.33	28.09	4.0	261	29,323.98			29,324
31	Rec Area Managment	Rec Area Managment	Cynthia Schwartz		Stipend	8,500.00	8,500.00				8,500.00	500.00		9,000
32	Library Director	Library Director	Open	4	Hourly	20.47	19,767.15	21.08	3.7	261	20,360.92			20,361
33	Library Assistant	Library Assistant	Marcia Weld		Hourly	14.35	3,000.00	15.00	200.0	1	3,000.00			3,000
34	Treasurer Assistant	Treasurer Assistant	Linda Marcotte	3	Hourly	19.42	3,000.00	20.00	200.0	1	4,000.52			4,001
35	Boards Clerk	Boards Clerk	Mary Bolduc / Andree Duval	4	Hourly	16.00	6,000.00	16.48	360.0	1	5,932.80			5,933
36	Appointed Positions	Appointed Positions												
37	Emergency Manager D.	Emergency Manager D.	Herb Guyette		Stipend	3,000.00	3,000.00				3,000.00			3,000
38	Forest Fire Warden	Forest Fire Warden			Stipend	150.00	150.00				150.00			150
39	Former ACO Position	Former ACO Position	Assessment not Stipend		Stipend	0.00	0.00				0.00			0
40	Animal Inspector	Animal Inspector			Stipend	800.00	800.00				800.00			800
41	Sewer Commisioners (3)	Sewer Commisioners (3)	Selectboard members		Stipend	900.00	900.00				900.00			900
42	Asst. Clerk	Asst. Clerk	Andree Duval		Hourly	17.60	2,954.00	18.13	200.0	1	3,625.60			3,626
43	Elected Positions	Elected Positions												
44	Town Clerk	Town Clerk	Karen Blom		Salary	30,015.00	30,015.00				30,915.45			30,916
45	Moderator	Moderator	Phoebe Walker		Stipend	250.00	250.00				250.00			250
46	Selectboard (3)	Selectboard (3)			Stipend	6,000.00	6,000.00				6,000.00			6,000
47	Assessors (3)	Assessors (3)			Stipend	3,900.00	3,900.00				3,900.00			3,900
48	Tree Warden	Tree Warden			Stipend	1,200.00	1,200.00				1,200.00			1,200
49	Board of Health	Board of Health			Stipend	1,350.00	1,350.00				1,350.00			1,350
50						Total:	995,144.72						Total:	955,816
51														
52			Totals for Operating Budget	FY2023	Description							More (Less) than last year:		-39,329
												Overall % increase (decrease):		-3.95%

COLA OVERVIEW

	FY23 - 3 %	FY23 - 2.5%	FY22 - 2.5%
	957,731.00	953,919.00	985,370.00
From 2.5%	3,812.00		
From FY22	-27,639.00		

Changes in Personnel:

Hwy Supt to Foreman	29.99 to 25.00	-7,869.00
Unfunded Hwy Laborer	20.02	-42,846.00
Add Bldg & Grounds Laborer	26.48	55,282.00
Wastewater Personnel Shift		
Add Assessor Assistant	16.00	6,849.00
Treasurer / Collector	26.02 to 25.37	-1,284.00

FY2023: Buckland Local Receipts

Line Ref. #		FY2019 Actual	FY2020 Actual	FY2021 Actual	FY2022 Estimated	FY2023 Estimated
3	Motor Vehicle Excise	206,970	209,111	208,455	150,000	180,000
4	Meals Excise	8,464	21,466	10,348	0	0
5	Room Excise		3,065	9,599	0	0
6	Other Excise					
7	Penalties on Taxes & Excises	22,940	34,818	41,188	22,000	22,000
8	Payments in Lieu of Taxes	875	870	867	250	250
9	Charges for Services - Water					
10	Charges for Services - Sewer					
11	Charges for Services - Hospital					
12	Charges for Services - Solid Waste Fees	44,671	41,790	40,453	20,000	20,000
13	Other Charges for Services			3,322	0	0
14	Fees	13,454	16,640	22,078	8,000	8,000
15	Rentals					
16	Departmental Revenue - Schools					
17	Departmental Revenue - Libraries					
18	Departmental Revenue - Cemeteries					
19	Departmental Revenue - Recreation					
20	Other Departmental Revenue					
21	Licenses and Permits	7,942	7,688	7,826	5,000	5,000
22	Special Assessments					
23	Fines and Forfeits	3,697	1,321	2,308	1,000	1,000
24	Investment Income	3,552	9,611	4,295	1,000	1,000
25	Medicaid Reimbursement					
26	Miscellaneous Recurring					
27	Miscellaneous Non-Recurring	3,156	19,298	4,197	0	0
28	Totals	315,722	365,677	354,935	207,250	237,250
29						
30						
31						

FY2023: Buckland State Aid

	FY2019	FY2020	FY2021	FY2022	FY2023
Education					
Chapter 70	10,478	13,074	13,074	13,134	13,134
School Transportation				0	0
Retired Teachers Pension					
Charter Tuition Reimbursement					
Smart Growth					
Offset Item: School Lunch					
Offset Item: School Choice Receiving Tuition					
Sub-Total of Education	10,478	13,074	13,074	13,134	13,134
General Government					
Unrestricted General Government Aid	316,595	325,143	325,143	336,523	345,609
Local Share of Racing Taxes					
Regional Public Libraries					
Police Career Incentive					
Urban Revitalization					
Veterans Benefits	26,730	36,611	28,762	25,956	28,077
Exemp: VBS and Elderly	11,983	10,298	13,227	10,625	10,166
State Owned Land	2,540	2,404	2,468	2,727	2,727
Offset Item: Public Libraries	(3,379)	(3,618)	(4,274)	(4,640)	(4,393)
Sub-Total of General Government	354,469	370,838	365,326	371,191	382,186
Total Education and Government Reciepts	364,947	383,912	378,400	384,325	395,320

FY2023: Waste Water Treatment Plant

Item	FY2021 Actual	FY2022 Town Mtg Appropriated	FY2023 Requests	FY2023 FinCom recommend	\$ Request v. FY19	FinCom \$ Change FY2022 to FY2023	% Change FY2022 to FY2023	Buckland Share	FY2023 Buckland's Share
WWTP OPERATING BUDGET (SHARED)									
OPER & MAINT SALARIES	104,808	114,233	153,094	153,094	38,861	38,861	34.0%	50%	76,547
OPER & MAINT EXPENSE	48,972	55,000	55,000	55,000	0	0	0.0%	50%	27,500
HEALTH/LIFE INSURANCE	16,825	21,190	45,436	45,436	24,246	24,246	114.4%	50%	22,718
UNEMPLOYMENT INSURANCE	228	150	163	163	13	13	8.8%	50%	82
MEDICARE	805	820	2,366	2,366	1,546	1,546	188.6%	50%	1,183
COUNTY RETIREMENT	18,085	19,429	22,164	22,164	2,735	2,735	14.1%	50%	11,082
INSURANCE COVERAGE	6,235	3,850	6,500	6,500	2,650	2,650	68.8%	50%	3,250
ENGR/CONSULTANTS	0	5,000	2,500	2,500	(2,500)	(2,500)	-50.0%	50%	1,250
PLANT REPAIRS	0	3,000	3,000	3,000	0	0	0.0%	50%	1,500
SLUDGE DISPOSAL	0	2,000			(2,000)	(2,000)	-100.0%	50%	0
Sub-Total WWTP Operating (shared)	195,958	224,672	290,223	290,223	65,551	65,551	29.2%		145,112
WWTP ADMIN BUDGET (SHARED)									
ADMINISTRATOR	6,386	6,642	8,100	8,100	1,458	1,458	22.0%	50%	4,050
TREASURER	3,307	4,732	1,996	1,996	(2,736)	(2,736)	-57.8%	50%	998
FRCOG ACCOUNTANT	2,632	2,430	3,229	3,229	799	799	32.9%	50%	1,615
AUDIT BOOKS	700	700	800	800	100	100	14.3%	50%	400
OPEB AUDIT	0		500	500	500	500		50%	250
Sub-Total WWTP Admin (shared)	13,025	14,504	14,625	14,625	121	121	0.8%		7,313
WWTP CAPITAL & DEBT (SHARED)									
SLUDGE DISPOSAL / REED BED MAINT	0	0	12,000	12,000	12,000	12,000		50%	6,000
GREENHOUSE ROOF					0	0		50%	0
CAPITAL PROJECTS			78,000	78,000	78,000	78,000		50%	39,000
SEWER UPGRADE DEBT	0	0	0	0	0	0			0
<i>Sewer Upgrade Principal</i>	0	0	0	0	0	0		50%	0
<i>Sewer Upgrade Interest</i>	0	0	0	0	0	0		50%	0
Sub-Total WWTP Capital & Debt (shared)	0	0	90,000	90,000	90,000	90,000			45,000
Total WWTP (shared)	208,983	239,176	394,849	394,849	155,673	155,673	65.1%		197,424
WWTP ADMIN AND OPERATING BUDGET (BUCKLAND ONLY)									
COLLECTOR	1,416		1,498	1,498	1,498	1,498		100%	1,498
MEDICARE & UNEMPLOYMENT INS.			37	37	37	37		100%	37
BILLING - COLLECTOR EXPENSES	1,466	1,722	1,500	1,500	(222)	(222)	-12.9%	100%	1,500
COMMISSIONERS STIPENDS	900	900	900	900	0	0	0.0%	100%	900
EMERGENCY RESERVE	0	2,000	2,000	2,000	0	0	0.0%	100%	2,000
BUDGETED SURPLUS	0	5,000	5,000	5,000	0	0	0.0%	100%	5,000
SEWER LINE MAINTENANCE	1,017	10,000	10,000	10,000	0	0	0.0%	100%	10,000
Sub-Total WWTP Admin & Oper (Buckland)	4,799	19,622	20,935	20,935	1,313	1,313	6.7%		20,935
WWTP CAPITAL & DEBT (BUCKLAND ONLY)									
INFLOW / INFILTRA STUDY (STM 12/21/17)	0	25,000	0	0	(25,000)	(25,000)	-100.0%	100%	0
CAPITAL PROJECTS	3,389	5,000	0	0	(5,000)	(5,000)	-100.0%	100%	0
SEWER UPGRADE DEBT	0	0	0	0	0	0			0
<i>Sewer Upgrade Principal</i>	0	0	0	0	0	0		100%	0
<i>Sewer Upgrade Interest</i>	0	0	0	0	0	0		100%	0
Sub-Total WWTP Capital & Debt (Buckland)	3,389	30,000	0	0	(30,000)	(30,000)	-100.0%		0
Total WWTP Operating	213,082	258,098	324,984	324,984	66,886	66,886	25.9%		
Total WWTP Capital & Debt	3,389	30,000	90,000	90,000	60,000	60,000	200.0%		
Total WWTP Special Line Items (Carry Forward)	700	700	800	800	100	100	14.3%		
					Total Buckland Cost:		218,359		

Town Bylaw Amendments For 2022 ATM:

Page 6, Chapter 2, Sec. 4. The annual town ~~meeting for the~~ election of town officers shall be held on the first Tuesday of June ~~May~~ of each year.

Page 7, Chapter 2, NEW Sec. 7. Adopt MGL CH41, Sec 110A Vote to accept the MGL that treats Saturdays as holidays for election purposes. *(this means that Saturdays are not counted for election deadlines meaning the town clerk would not hold voter registrations on Saturdays)*

Page 8, Chapter 2, Sec 17. Upon a motion by ~~request of~~ a voter for a paper ballot on an article, that motion must first be voted on by town meeting. If the motion is passed, then the vote on the original article ~~any that article motion~~ shall be taken by a "Yes" and "No" ballots.

Page 9, Chapter 3 NEW Definitions

In accordance with MGL Ch 41, Sec 1

Town Officers to be elected:

Clerk (3 yrs)
Select Board (3 yrs)
Assessors (3 yrs)
Board of Health (3 – elected)
School Committee (2 – elected)
Finance Committee (elected)
Library Trustee (3 elected)

The following officers to be appointed:

Treasurer (appointed)
Collector of Taxes (appointed)
Auditor (appointed)
Constables (change to appointed)
Highway Super (appointed)
Sewer Commissioners (appointed)
Tree Warden (change to appointed)
Assistant Assessor (appointed)

Page 10, Chapter 3, NEW Sec 1. Upon election all officers take effect immediately following the election and must be duly sworn in by the Town Clerk prior to taking their seat. Upon appointment all committee/board members must be sworn by the Town Clerk prior to taking any action on behalf of the town.

Page 10, Chapter 4, Advisory Finance Committee and change subsequent references. **Sec 1 -** There shall be an **Finance Advisory** Committee consisting of ~~six~~ five legal voters of the town.

Pages 21-23, Chapter 9, Recycling Definitions, Sec 2 - Recyclables are the discarded materials described below which may be reclaimed and are considered saleable by the Town of Buckland. For the purpose of this ordinance, they are defined in the ~~following~~ categories laid out by the Franklin County Solid Waste Management District, and shall be separated as described by the District. (insert link to website):

Delete recycling definitions Sec 2a-e, 3-4 and renumber subsequent sections

Recommendation the Selectboard to lower the speed limit to 25 mph within thickly settled and commercial districts.

Numerous studies have shown that lowering the speed limit in business districts and thickly settled areas dramatically reduces pedestrian (and, perhaps, bicyclist) accidents.(See <https://citeseerx.ist.psu.edu/viewdoc/download?doi=10.1.1.473.2237&rep=rep1&type=pdf>)

To do so, however, requires the town to accept the provisions of the Municipal Modernization Act (Chapter 218, of the Acts of 2016).

Therefore, I request that the Selectboard place an Article on this year's Town Meeting Warrant recommending that the Town accept this Act.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: (and d/b/a): Town of Buckland		COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4,T&C): 17 State Street, Shelburne Falls, 01370		Business Mailing Address:	
Contract Manager: Heather Butler		Billing Address (if different):	
E-Mail: twnadmin@town.buckland.ma.us		Contract Manager: Frank Gervasio	
Phone:	Fax:	E-Mail: gervasiof@dor.state.ma.us	
Contractor Vendor Code: VC6000191739		Phone: 617-626-2345	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID Must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach 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"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to 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"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
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): \$200,000			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the FY22 Community Compact Efficiency & Regionalization Grant Program to the Town of Buckland for: Implementation of a shared police force with the towns of Buckland and Shelburne.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of September 15, 2023 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, 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:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>Sean Cronin</u>	
Print Title: _____		Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's **W-9** or **W-4 Form** (Contract Employees only) and the applicable **Commonwealth Terms and Conditions**. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's **W-9** or **W-4 Form** (Contract Employees only) and the applicable **Commonwealth Terms and Conditions**, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on **COMMBUYS**, the name of the Contract Manager must be included in the Contract on **COMMBUYS**.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the **MMARS Vendor Code** assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the **Vendor File and W-9s Policy** for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the **Bill Paying** and **Vendor File and W-9** policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the **three (3) letter MMARS Code** assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See **State Finance Law and General Requirements**, **Acquisition Policy and Fixed Assets**, the **Commodities and Services Policy** and the **Procurement Information Center (Department Contract Guidance)** for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under **815 CMR 2.00** and **State Grants and Federal Subgrants Policy**, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an **Individual Contractor**, and when the planned Contract performance with an Individual has been classified using the **Employment Status Form** (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See **Amendments, Suspensions, and Termination Policy**."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The Parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in **801 CMR 21.07**, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which **Commonwealth Terms and Conditions** the Contractor has executed and is

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incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, §.9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration

but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, §.9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or

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collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#) [G.L. c. 30, § 39R](#), [G.L. c. 149, § 27C](#), [G.L. c. 149, § 44C](#), [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#), [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16, s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act; Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUY subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the



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Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family

related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase 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. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



COMMONWEALTH TERMS AND CONDITIONS

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

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

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name:

Title:

Date:

(Check One): ☐ Organization ☐ Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone: FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

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

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

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title:

Telephone:

Fax:

Email:

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

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

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

X _____

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

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

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

_____, 20 ____.

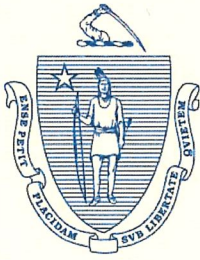
My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL



Executive Office for Administration & Finance

COMMONWEALTH OF MASSACHUSETTS

STATE HOUSE ▪ BOSTON, MA 02133

(617) 727-2040

CHARLES D. BAKER
GOVERNOR

MICHAEL J. HEFFERNAN
SECRETARY

KARYN E. POLITO
LIEUTENANT GOVERNOR

March 11, 2022

Dear Town Administrator Heather Butler:

Heather

It is with great pleasure that we inform you that Buckland has been awarded a \$200,000 grant through the Community Compact Cabinet's Efficiency and Regionalization grant program. This grant program for Fiscal Year 2022 was highly competitive. Your application was chosen because it clearly met the program's overarching goal of driving implementation of regionalization and other efficiency initiatives that allow for long-term sustainability.

great!

As we will be holding an award ceremony later this month, please note that we ask you to refrain from publicly announcing this information until the date of said award ceremony. An invitation for the awards ceremony and specific details will be shared separately with you via email in the coming days.

Lieutenant Governor Polito, as Chair of the Community Compact Cabinet, and I want to congratulate you for participating in the Regionalization and Efficiency grant program and other Community Compact Cabinet programs focused on best practices and IT initiatives, all helping municipalities spur future success. We are pleased to see communities taking advantage of the benefits the Community Compact Cabinet program offers.

Attached are the grant documents that must be completed to ensure the funds are delivered to your community. This documentation should be sent to Frank Gervasio (gervasiof@dor.state.ma.us) at the Division of Local Services as soon as possible, but no later than **April 15th**.

Sincerely,

Karyn
Karyn E. Polito
Lieutenant Governor

[Signature]

Michael J. Heffernan, Secretary
Executive Office for Administration and Finance

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the Town of Buckland [“Grantee”] acting through its Chair of the Select Board.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed **\$200,000** authorized under the FY22 Community Compact Efficiency & Regionalization Grant Program [“the Program”] to the Buckland for the costs associated with: Implementation of a shared police force with the towns of Buckland and Shelburne. [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the Town of Buckland is for the costs associated with: Implementation of a shared police force with the towns of Buckland and Shelburne. The funds will allow the towns of Buckland and Shelburne to work with a consultant to develop an intermunicipal agreement (IMA) to establish the consolidated department. Once the agreement is signed, the towns will then be permitted to spend funds on station improvements and other capital and operational costs necessary to complete the transition. The towns must provide a signed version of the agreement prior to using funds for any additional costs.

*****All project SCOPEs must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to the Program; and any other information EOAF may require.

The full amount of the grant award, or **\$200,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than September 15, 2023.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than September 15, 2023. Grantee will forfeit any remaining award unused after no later than September 15, 2023. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#####

QUITCLAIM DEED

Michael McCusker, having an address of 22 Upper Street, Buckland, Massachusetts,

For consideration paid of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged,

Hereby grants and conveys, with Quitclaim Covenants, to

The **Town of Buckland**, acting by and through its Select Board in its capacity as the Board of Park Commissioners, and having an address of 17 State Street, Buckland, Franklin County, Massachusetts, for park purposes under the provisions of G.L. c. 45, §2,

The land in Buckland, together with the improvements thereon, bounded and described as follows:

Being a triangular tract bounded on the westerly side by State Street, bounded by the northeasterly side by Conway Street, and bounded on the southeasterly side by land of one William Koncal.

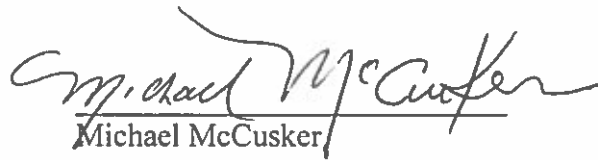
Being the same premises described in a deed recorded with the Franklin County Registry of Deeds in Book 4465, Page 288.

No deed stamps are due pursuant to G.L. c. 64D, §1.

Grantor certifies compliance with the provisions of G.L. c. 59, §72A.

The Town of Buckland's Acceptance of Deed is attached hereto and incorporated herein.

Signed under seal as of this 10th day of March, 2022.


Michael McCusker

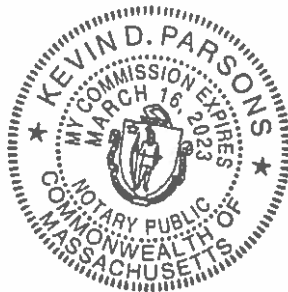
COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this 10th day of March, 2022, before me, the undersigned notary public, personally appeared Michael McCusker, who proved to me through satisfactory evidence of identification, which was PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Kevin D. Parsons, Notary Public
My Commission Expires 3/16/23



ACCEPTANCE OF DEED

On this _____ day of _____, 2022, the Town of Buckland, acting by and through its Select Board in its capacity as the Board of Park Commissioners, hereby accepts the foregoing deed from Michael McCusker to property located on Conway Street, Buckland, for park purposes under the provisions of G.L. c. 45, §2.

TOWN OF BUCKLAND,
By its Select Board

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, member of the Buckland Select Board, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Buckland.

Notary Public
My Commission Expires

803355/BUCK/0001

**TOWN OF BUCKLAND
MASSACHUSETTS**

APPLICATION FOR USE OF TOWN HALL

NAME OF ORGANIZATION: Project? Weaving Penelope
RESPONSIBLE PERSON: Carmela Lanza-weil PHONE NUMBER: 503-750-1439
ADDRESS: 31 School St, Buckland
PURPOSE OF USE: Auditions for a new Play
DAY(S) and DATE (S) REQUESTED: April 9,
TIMES REQUESTED: 9⁰⁰ Am TO 1pm ESTIMATED ATTENDANCE: 20 ?
ADMISSION FEE TO BE CHARGED?: no (yes/no)
DO YOU PLAN TO SERVE FOOD?: no (yes/no) (Note additional fees apply-see below)
POLICE CHIEF NOTIFICATION Date: ?

RENTAL FEE SCHEDULE:

	Hall Fee	Seasonal Charge*	Serving Food	TOTAL
Buckland Indiv/Group No Admiss. Fee	\$30	\$15	Y / N If yes + 1hr Cust.	\$30-
Buckland Indiv/Group w/ Admis. Fee or Tuition	\$60*	\$25	Y / N If yes + 1hr Cust.	
Other Entities	\$175	\$35	Y / N If yes + 1 hr Cust.	

*Use during heating season October 1 – April 1

TOTAL FEE: \$30-

A group is defined as a Buckland Group if the applicant is a Buckland resident *and* the event is primarily focused on attracting residents of Buckland. Town Departments may use the Town Hall upon reservation for no fee.

2. Provide a **CERTIFICATE OF INSURANCE COVERAGE** which serves as proof that the applicant carries adequate insurance and that names the Town of Buckland as an Additional Insured. (This is mandatory for approval to serve alcoholic beverages.)

OR upon request of the Select Board

3. Request **SPECIAL EVENTS COVERAGE** through the Town of Buckland's insurance provider.

Approval Granted/Denied

Date

Select Board Signature

PLEASE NOTE: Your approval for use is not complete until such time as you meet the insurance obligations as agreed upon with the Select Board.

In accordance with Federal Law this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability and familial status.

**Buckland Select Board
Meeting Minutes
March 9, 2022 5:00 p.m.
Buckland Town Hall**

5:00 p.m. Executive Session - Meeting was opened at 5:00 p.m. by Mr. Del Castilho, Chair. Mr. Phillips moved to go into Executive Session under the provisions of MGL c. 30A, Sec. 21(a) to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct contract negotiations with non-union personnel. Mr. Del Castilho seconded the motion. Vote in favor of the motion was unanimous; the Board adjourned into Executive Session.

Open Session: Listing of Topics

Appointments

5:30 p.m. - Cara Leach, introduction of new Treasurer/Collector

6:00 p.m. - Honest Scholar Productions, LLC, Film Permit

Agenda Items

- > Shared Public Services update.
- > Senior Services District Special Act update.
- > Community Development Strategy review.
- > FY23 Budget Update.

Documents to Sign

- > Letter of Hire, Highway.
- > Town Property Use Request, Village Easter Egg Hunt.
- > Town Property Use Request, Bridge of Flowers Road Race
- > Town Property Use Request, Arms Academy Parade
- > Town Property Use Request, K. Jones, busker.
- > Waste Management contract agreement.
- > Letter of Support, Chapter 70 (state aid to school districts).
- > Minutes, February 22, 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

Announcements & Upcoming Meetings

Attendees

Barry Del Castilho - Select Board Chair
 Clinton Phillips - Select Board Member
 Heather Butler - Town Administrator
 Mary Bolduc - Boards' Clerk
 Dana McNay - Falls Cable
 Cara Leach - Collector/Treasurer
 Chris Larabee - Recorder Staff

Meeting

Open meeting resumed at 5:30 following Executive Session.

Appointments

5:30 p.m. - Cara Leach, introduction of new Treasurer/ Collector - Ms. Leach introduced herself stating that she is pleased to be a part of Team Buckland. Mr. Del Castilho welcomed her, and Ms. Butler commented on what a good choice the town made in hiring Ms. Leach.

6:00 p.m. - Honest Scholar Productions, LLC, Film Permit - Ms. Butler recapped the filming schedule, stating that filming will be done only in Shelburne. Buckland will be impacted by the closing of the iron bridge on Friday, March 18. Bridge closing has been approved by DOT. Buckland will receive compensation for police details.

Agenda Items

> Shared Police Services update - Thursday, March 3, Ms. Butler met with Shelburne Police Chief Bardwell to discuss his interest in assuming the Buckland administrative duties. An agreement for April 1 to June 30, 2022 is anticipated, then towns will proceed to work on a longer term agreement.

> Senior Services District Special Act update - Mr. Del Castilho reported on the joint select board meeting (Ashfield, Buckland, Shelburne), stating that members went through the proposed document section by section, with some areas generating more discussion than others. He felt that towns were generally in agreement, and at next expansion committee meeting, work will progress based on results of March 8th joint meeting. Mr. Phillips agreed that it was a productive and generally agreeable meeting. Mr. Del Castilho recapped the process which would culminate in three identical votes at respective annual town meetings.

> Community Development Strategy review - Linda Overing met with Ms. Butler to discuss a \$40K overage to be used toward the next CDBG project. Part of the process to determine use of the funds is the requirement of public input. A public hearing to that end will be held at 6:00 p.m. during the next Select Board meeting, March 22, 2022. (See also **Announcements & Upcoming Meetings** at the conclusion of these minutes). Board discussion on possible projects and Community Development Strategy followed. **2022 Community Development Strategy - Town of Buckland** can be viewed on the website as an attachment to this meeting.

> FY23 Budget update - Ms. Butler reported that great progress is being made on the FY23 budget, and she anticipates 90% completion by the end of the Finance Committee meeting on March 10, via Zoom. She is still moving forward with the suggested 3% COLA.

Documents to Sign

> Letter of Hire, Highway - Following discussion on the strength of both applicants for Highway Foreman, a letter of hire for the foreman position is being offered to Anthony Gutierrez. An increase in hourly pay is being offered to Michael Lovett in recognition for his contributions to the highway department, notably a vehicle maintenance and record keeping system which will be used going forward and prove helpful in the budgeting process. Additionally, a letter of hire is being offered to Derek Girard of Colrain for the position of truck driver, laborer, and equipment operator. Mr. Phillips moved to sign the appointment letter(s), seconded by Mr. Del Castilho. Vote in favor of the motion was unanimous.

> Town Property Use Request, Village Easter Egg Hunt - Questions raised at the last Board meeting regarding logistics of the Easter Egg Hunt have been answered. Mr. Phillips moved to approve/sign, seconded by Mr. Del Castilho. Vote in favor of the motion was unanimous.

> Town Property Use Request, Bridge of Flowers Road Race - Board members reviewed the request. Mr. Phillips moved to approve/sign, seconded by Mr. Del Castilho. Vote in favor of the motion was unanimous. The document is available on the website as an attachment to this meeting agenda.

> Town Property Use Request, Arms Academy Parade - Board members reviewed the permit request. Mr. Phillips moved to approve/sign, seconded by Mr. Del Castilho. Vote in favor of the motion was unanimous. Document is available on the town website as an attachment to this agenda.

> Town Property Use Request, K. Jones, busker - Board members reviewed document. Following brief discussion, Mr. Phillips moved to sign/approve, seconded by Mr. Del Castilho. Vote in favor of the motion was unanimous. Document may be viewed on the town website as an attachment to this agenda.

> Waste Management contract agreement - Ms. Butler explained the contract and pricing for recycling, and stated that she is pleased with the services provided by Waste Management. Mr. Phillips moved for the Chair to sign the agreement, seconded by Mr. Del Castilho. Vote in favor of the motion was unanimous. Document is available on the town website as an attachment to this agenda.

> Letter of Support, Chapter 70 (state aid to school districts) - Following brief Board discussion, Mr. Phillips moved to sign the letter of support, seconded by Mr. Del

Castilho. Vote in favor of the motion was unanimous. The letter is available on the town website as an attachment to this agenda.

> Minutes, February 22, 2022 - Mr. Phillips moved to approve the February 22, 2022 Select Board meeting minutes, seconded by Mr. Del Castilho. Vote in favor of the motion was unanimous.

Items Not Reasonably Anticipated by Chair 48 Hours in Advance of Meeting -
There were no items within 48 hours.

Select Board Member Concerns - Mr. Phillips reported that he had received complaints about the work done on Charlemont Road, particularly issues with washout. Ms. Butler has also received calls to that effect and has spoken to the project engineer. Problems occurred with the re-seeding process. Mr. Del Castilho mentioned the yellow line on Upper Street, citing its helpfulness to traffic on that street.

Town Administrator's Report - Ms. Butler reported a small surplus of funds on the Charlemont Road project which can be repurposed. Discussion followed on the possibilities for those funds focusing on the upper portion of North Street.

There has been a change in the timeline of the Conway Street project. The contractor will use one of our lots for equipment and will in turn crush removed sidewalks for re-use. Ms. Butler stated that she receives many complaints from Conway residents about Conway Street and Conway Road.

Steve Daby is overseeing pool borings at the Buckland Recreation Area being done to determine if soil conditions are favorable for excavation.

Jane Buchanan, Buckland Library librarian, is resigning. Trustees will forward a job description.

Assessors submitted a memo stating they have voted on and approved an assistant. The position is very part time, its purpose being to assist Pamela Guyette, enabling her to focus on other projects. The assistant will also be able to help cover the assessing office in Ms. Guyette's absence.

Public Comment - There was no public comment.

Volunteer Recognition - All persons submitting town use permit requests for community functions were recognized for their efforts to "bring back some normalcy". Ms. Butler stated that volunteers "are what make it happen".

Announcements & Upcoming Meetings

> Public Hearing - Comcast Cable License Renewal, Tuesday, March 15, 2022 at 6:30 p.m. via Zoom, details on the website.

> Public Input Session, Repurpose Opportunities for 50 Conway Street, March 24, 2022 at 6: 30 p.m. via Zoom, details on the website.

> Public Hearing - to discuss the reprogramming of surplus grant funds from the Town's FY20 Community Development Block Grant, Tuesday, March 22 at 6:00 p.m (Select Board Meeting agenda item). Projects under consideration include Depot Street improvements and additional funds for the West County Emergency Food Pantry.

With no further business, Mr. Phillips moved to adjourn, seconded by Mr. Del Castilho. Vote in favor of the motion was unanimous. Meeting adjourned at 6:34 p.m.

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

Signed:

Barry Del Castilho_____

Clinton Phillips_____

TOWN ADMINISTRATOR'S UPDATE

March 22, 2022

Conway Street

Baltazar Construction is preparing to start working on the Conway TIP project on Monday, March 28th. In addition to starting the scheduled water service replacements they have MassDOTs support to bring in a second crew to mill and grade Conway Road where the worst of the potholes are. This work will be considered temporary but will enable vehicles to travel the road without fearing for their lives or their car's undercarriages.

ARPA

I met with Clint and Paula Consolo of the Finance Committee to begin to prioritize projects that could be funded through the use of the Town's anticipated \$552,978 of the American Rescue Plan Act funding. We used the Community Development Strategy Document, recently updated, and hit on several areas for further investigation. Those areas include PV solar installation, remedies for the Highway salt & sand shed and improvements to the Transfer Station. After we gather some more information, we will reconvene to discuss them more in depth before recommendations are brought to the Finance Committee and the Select Board for further discussion.

Swimming Pool

The Recreation Committee met last night to review the design of the proposed swimming pool at the Buckland Recreation Area. The building committee reported on details regarding finish materials and color scheme. The committee has also written a letter they hope the Select Board will sign off on to be included with an upcoming fundraising mailing.

Correspondence

Attached are two letters addressed to the Select Board:

1. A letter of acknowledgement from State Auditor Suzanne Bump regarding mandated funding for out-of-district regional technical school transportation
2. A letter confirming the Town's continued interest in the work of Shelburne Farm & Gardens to plant and maintain the seasonal flowers at the intersection of Route 2 and State Street. I have also asked them for a quote to plant and maintain the two planters in front of the Town Hall.