

**Board of Selectmen
Regular Minutes
December 21, 2020**

Present, Chair Brian R. Keyes, Selectman Louis J. Arcudi, III, Selectman Glenda Hazard, Town Administrator Diana Schindler

Chair Keyes called meeting to order at 7:00PM

Pledge of Allegiance

Chair Keyes welcomed the newest member of the Board, Glenda Hazard. Chair Keyes congratulated her on winning the Selectman position. Selectman Arcudi echoed Chair Keyes sentiments.

A. Consent Items

1. Approval of November 23, 2020 Regular Minutes

Before approving the minutes, Selectman Arcudi instructed the Executive Assistant to make an addition, that he thanked Christine Burke for her service to the Town, not just as a Selectmen but also as Water and Sewer as well as her Stewardship to the Town during the November 23, 2020 Regular Minutes. Chair Keyes asked to note that he echoed Selectman Arcudi's sentiments.

Selectman Arcudi made it known that Selectman Hazard will not be able to vote on items 1-2 because she was not present as a Selectman during those meetings.

Selectman Arcudi made a motion to approve the November 23, 2020 regular minutes, with the addition he had. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes - Aye

2. Approval of November 30, 2020 Regular Minutes

Selectman Arcudi and Chair Keyes stated that they both have read the November 30, 2020 regular minutes.

Selectman Arcudi made a motion to approve the November 30, 2020 Regular Minutes. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

3. Approval of the Amended October 13, 2020 Regular Minutes

Selectman Arcudi made a motion to move items 3, 4 and 5 to New Business "C,3" because it relates to that item (Open Meeting Law Complaint and Response). Selectman Arcudi stated that the Board could vote on these items once the Board has acknowledged the Item New Business "C,3" Open Meeting Law Complaint and Response. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

4. Approval of the Amended October 20, 2020 Regular Minutes

5. Approval of the Amended October 30, 2020 Regular Minutes

6. Accepting the \$50 Donation to the Bancroft Library from Linda Norton. (Letter Attached)

Chair Keyes read the letter from Robyn York regarding the donation by Linda Norton. Chair Keyes thanked Linda Norton for the kind donation and support for the Bancroft Library.

Selectman Arcudi made a motion to accept the \$50 donation from Linda Norton to the Bancroft Memorial Library. Chair Keyes seconded the motion.

Hazard – Aye, Arcudi – Aye, Keyes – Aye

7. Hopedale Girl Scouts, Drive-By Cookie Booths at the High School to take place on Saturday, weather permitting, from January 15- March 10, 2021 from 10 am-1 pm. Practices will be COVID compliant.

Health Agent has approved with stipulations, attached.

Chair Keyes thanked the girl scouts for all their efforts.

Selectman Hazard made a motion to approve the Hopedale Girl Scouts, Drive-by Cookie Booths at the dates and location mentioned. Selectman Arcudi seconded the motion.

Hazard – Aye, Arcudi – Aye, Keyes – Aye

B. Appointments and Resignations

1. Appointment of Call Fire Candidate, Alex Carchio (Letter Attached)

Present: Chief Tom Daige.

Chair Keyes thanked Chief Daige and his Department for all of their efforts during the challenging weather Hopedale has recently gotten. Chair Keyes went on to read the appointment/recommendation letter for Alex Carchio, sent in by Chief Daige.

Chief Daige stated that Alex Carchio is a good addition to the Hopedale Fire Department, and he is excited to have him on Board. Alex could not make the meeting tonight because he is currently in training.

Selectman Arcudi appoint the Call Fire Candidate Alex Carchio, effective December 1, 2020. Selectmen Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

2. Appointment of Call Fire Candidate, Jennifer Richard (Letter Attached)

Present: Chief Tom Daige

Chair Keyes read the appointment/recommendation letter for Jennifer Richard, sent in by Chief Daige.

Selectman Hazard made a motion to appoint Jennifer Richard as a Call Fire Candidate, effective December 1, 2020. Selectman Arcudi seconded the motion.

Hazard – Aye, Arcudi – Aye, Keyes – Aye

3. Resignation of Brian R. Keyes from the Field Ad Hoc Committee, effective November 25, 2020

Chair Keyes stated that he spoke with the Field Ad Hoc Committee regarding his resignation, he feels that he can no longer participate in this Committee. Chair Keyes applauds the efforts of the Field Ad Hoc Committee and the Committee's accomplishments, from grants to the field improvement at Mellen Street or Phillips Street. Chair Keyes stated that there is a vacancy in the Field Ad Hoc Committee if anyone is interested.

Selectman Arcudi thanked Chair Keyes for his service and passion on the Field Ad Hoc Committee.

Jim Abbruzzese, a member of the Field Ad Hoc Committee thanked Chair Keyes on behalf of the Co-Chair and the rest of the Committee for his participation and guidance in the Committee.

Selectman Arcudi made a motion to accept the resignation of Brian R. Keys from the Field Ad Hoc Committee, effective November 25, 2020. Selectman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Refuse

4. Resignation of Cody Carneiro from the Hopedale Police Department effective November 23, 2020

Present: Police Chief Giovanella

Chief Giovanella thanks Cody for his service to the Town of Hopedale. He added that Cody was a great asset to the Department, and he was always helpful. He assisted Lt. Martin in obtaining the COPS grant. Chief Giovanella stated that Cody started with the Town about 18 months ago.

Chief Giovanella brought to the Boards attention, that there seems to be a pattern that Hopedale Police Department becomes a training ground. The Police Department is losing outstanding officers to the surrounding areas. Chief Giovanella stated that he looks forward to future conversations with the Board to create a way to rectify this pattern. Chief Giovanella stated that other agencies are able to pay their Officers more than what Hopedale can offer.

Chair Keyes stated that this can be discussed and will be taken into consideration during the next budget cycle. Chair Keyes stated that if Hopedale is not financially competitive or benchmarked then we are not going to be able to hold onto talented Officer's that want to move forward in their careers.

Selectman Arcudi recognized that the exit interviews for Hopedale's Officers are very complimentary with letters regarding Chief Giovanella, the staff, the Town and the residents. Selectman Arcudi asked Chief Giovanella if he is able to provide benchmark statistics regarding what the cost is to train an officer for 18 months and then have them move on. Selectman Arcudi stated that without increases in salary, the Town is probably spending the same amount to train Officers, only to have them move on instead of increasing the salaries. Chief Giovanella expanded on Selectman Arcudi's statements, he stated that when an officer is hired, they are sent to the Academy for 26 weeks which costs \$3,500. The Officer is receiving a regular salary while at the Academy from the Hopedale Police Department. The Police Department also purchases the Officers equipment. While the Officer is at the Academy, to cover shifts so that at least two (2) officers are working in Town, the Police Department needs to backfill the shifts. Chief Giovanella stated that this roughly equals to \$40,000.

Selectman Arcudi stated that this information is very helpful when thinking of next years budgets. Selectman Arcudi thanks Chief Giovanella and his team for their time and service to the Town of Hopedale. Chair Keyes read the resignation letter by Cody Carneiro to the residents.

Selectman Arcudi made a motion to accept the resignation of Cody Carneiro from the Hopedale Police Department, effective November 23, 2020. Selectman Hazard seconded the motion.

Hazard – Aye, Arcudi – Aye, Keyes – Aye

C. New Business*

1. 2020 Annual ABCC License Renewals; Sign ABCC Retail Liquor License Renewal Application Form (Vote)

Selectman Arcudi made a motion to accept the Hopedale Country Club, Inc ABCC license renewal to go into effect January 1, 2021. Selectman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Selectman Arcudi made a motion to accept 404 Main Street, Hopedale LLC, DBS Brother's Liquors ABCC license renewal to go into effect January 1, 2021. Selectman Hazard seconded the motion

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Selectman Arcudi made a motion to accept the J&M and Sons Inc ABCC license renewal to go into effect January 1, 2021. Selectman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

2. Sign ABCC 2020 Seasonal Population Increase Estimation Form (Vote)

Selectman Arcudi made a motion to approve the Seasonal Population Increase Estimation Form. Selectman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

3. Acknowledge Open Meeting Law Complaint and Response (Vote)

Present: Attorney Brian Riley, KPLaw

Attorney Riley welcomed Glenda Hazard to the Board of Selectmen. Town Administrator, Diana Schindler gave some background regarding this item. She stated that the Town received an Open Meeting Law complaint that had to do with how some of the meeting minutes were published. She stated that Attorney Riley will be able to explain how we had to amend the minutes.

Attorney Riley stated that there were five (5) complaints regarding five (5) separate meetings that raised certain problems that, that party thought the Board had done incorrectly. Attorney Riley stated that there were a few instances where the Board was discussing the 364 West Street property. However, this was not specified on the agenda or meeting minutes when moved into Executive Session. When discussing the value, buying, or selling property, if there is a reason where you do not want to hurt your negotiating position, then the property location does not need to be stated. However, as soon as that is not an issue the property location needs to be identified during regular and executive session. Attorney Riley stated that the same standard applies to litigation as soon as stating the case name is not an issue, then the case name needs to be identified when moving into executive session. Attorney Riley stated that he feels the complaint was correct that the agenda and the minutes should have the address of the property identified because the Board was discussing 364 West Street and certain aspects of the property during open session.

Attorney Riley's recommendation is to amend the meeting minutes, so they are compliant with open meeting laws.

Selectman Arcudi asked Attorney Riley if the law offices that sent in the complaint have responded to Attorney Riley's letter response, sent to them on December 10, 2020? Attorney Riley stated that he did not send the letter to the law offices yet because he needs approval from the Board. The December 14, 2020 meeting was cancelled so Attorney Riley asked for an extension on the response deadline. Attorney Riley confirmed that the Board needs to vote and approve his letter response so that he can send it to the law offices. Attorney Riley also confirmed with Selectman Arcudi that he feels that the amendments to the October 13, 2020, October 20, 2020 and October 30, 2020 minutes are correct.

Selectman Arcudi made a motion to approve the Open Meeting Law Complaint Response by Attorney Riley, KPLaw. Selectman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Chair Keyes stated that Selectman Hazard can acknowledge the vote regarding item "C,3" Acknowledge Open Meeting Law Complaint and Response (Vote) but cannot vote on the consent items A-C because she was not present as a Selectmen during those meetings.

a. Approval of Amended October 13, 2020 Regular Minutes

Selectman Arcudi made a motion to accept the amended October 13, 2020 minutes. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

b. Approval of Amended October 20, 2020 Regular Minutes

Selectman Arcudi made a motion to accept the amended October 20, 2020 minutes. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

c. Approval of Amended October 30, 2020 Regular Minutes

Selectman Arcudi made a motion to accept the amended October 30, 2020 minutes. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye,

D. Old Business

1. Town Hall COVID Update: Town Hall closed to the public effective December 14, 2020; Departments are available by appointment only.

Town Administrator Diana Schindler stated that we have followed our neighboring communities last week by opening the Town Hall up for appointments only with staff being staggered (one person per office and remote work). We asked the restaurant that is located in Town Hall, Beyond Full, to do take out service only, and they complied. We also asked for Public Works to be diligent by being COVID compliant and to not have multiple people in work vehicles because they are not able to work remotely. Regarding the time frame, we are going to follow these guidelines into next year and will revisit this topic during next weeks meeting on December 28, 2020. The Town Administrator stated that she feels we should follow these guidelines for a few weeks with the possibility of opening Town Hall back up for limited hours at some point in the near future depending on the Governors orders. Chair Keyes asked for the Town's patience as we work through this period of being shut down again.

2. Green Communities Designation; Energy Reduction Plan Presentation & Adoption (Vote), *Mimi Kaplan, Associate Planner, CMRPC*

Present: Mimi Kaplan, Associate Planner, CMRPC

Mimi Kaplan shared the Energy Reduction Plan with the Board and the residents. Mimi stated that the energy reduction plan will be submitted with the Designation Application tomorrow. The energy reduction plan is the last piece for this application, everything else has been received. Mimi stated that for the energy reduction plan, we needed to establish the baseline usage. There are fifteen (15) Town owned buildings that use energy, as well as Town vehicles, traffic lights and other mechanisms. Mimi stated that the baseline energy usage is 23,582, split between the different energy users. Guardian Energy was the vendor that chosen to perform the audits and provided the Town with a table of about twenty (20) energy conservation measures that would provide about 24% energy savings from the baseline over five (5) years. Mimi stated that she had met with members of the Town that she has been working with to go over a list of which items will be implemented and when. Mimi stated that the project order can be modified. When the Town becomes designated, which is typically around February, the Town will be awarded a designation grant of approximately \$135,000. When the Town expends these funds, the Town will then be eligible to apply for competitive grants on a yearly basis.

Selectman Hazard asked Mimi if it is guaranteed that the Town will receive funding when applying for competitive funding? Mimi responded that it is not guaranteed, however, every Town she has worked with has received what they requested or close to what they requested. She has not heard of a Town being completely turned down. Selectman Arcudi asked the Town Administrator if the Capital Finance Committee has been participating in this? The Town Administrator stated we could get them involved and add to the Capital Plan. Selectman Arcudi thanked Mimi Kaplan for all her assistance with this.

Selectman Hazard made a motion to adopt the Energy Reduction Plan as presented. Selectman Arcudi seconded the motion.

Hazard – Aye, Arcudi – Aye, Keyes – Aye

3. Accept Donation to the Town of Hopedale from an Anonymous Donor with following conditions:
 - a. For paying all fees, related to litigation, incurred to secure the 364 West Street Land Purchase as voted at Special Town Meeting on October 24, 2020, without limit.
 - b. All legal fees for Special Counsel incurred through December 10, 2020 will be paid within two weeks of presentment of invoice.
 - c. Quarterly payments to be direct deposited into Town revenue account in advance based on previous three-month average (if purpose remains consistent).
 - d. To be revisited by Board of Selectmen quarterly. (Vote)

Chair Keyes asked the Town Administrator to provide a summary, he stated that he has not been a part of any meetings with the donor or the donor's liaison. The Town Administrator stated that there have been litigation costs incurred through

December 2020, totaling \$109, 681.40. She asked that the Selectmen vote to accept the donation totaling this amount so we can get an invoice or similar so the donor and have the money transferred over. Resident, Liz Reilly, Liaison to the donor stated that they were not aware of this amount, however, to please forward her the invoices and she will give the invoices to the donor to get them paid. Chair Keyes stated the Board will vote to accept the donation once they have received the invoices and get the money forwarded to the Town. Chair Keyes thanked Liz for her assistance with the donor.

4. Green River Cannabis: Request to Address Community Host Agreement issued by the Town of Hopedale, *Constant Poholek, Owner*
 - a. A request to transfer the Host Agreement to another address in the Town of Hopedale. The Special permit was not granted by the Zoning Board of Appeals for 54 Mellen Street on December 9, 2020, and we are currently awaiting the transcript of the meeting and contemplating an appeal regarding the adverse decision by the Board.
 - b. It is in the best the interest of the Green River Cannabis Company Inc. and the Town of Hopedale to transfer said Host Agreement to another location in Town, selected by the Green River Cannabis Company Inc. appropriately zoned, that would be more suitable for the Company and residents within the Town of Hopedale.

Present: Attorney Brian Riley, Town Counsel and Constant Poholek, Owner of Green River Cannabis

The Town Administrator stated that Constant has expressed to her, his desire to potentially appeal the Zoning Board decision that was made two (2) weeks ago (his location was denied by the ZBA) or to possibly move to another location. Diana Schindler explained that Green River Cannabis has applied for a location at 54 Mellen Street in Hopedale as a potential retail marijuana establishment. the Zoning Board denied their request for a special permit, more details of this can be found in the Zoning Boards meeting minutes. If Constant decides to change his location, this will require his Host Community Agreement to be updated. Constant also needs to update his Host Community Agreement regarding the timeline, the current host community agreement states that Green River Cannabis will be operational by early 2021. Constant stated that he is requesting from the Board that 54 Mellen Street or any other facility that would be acceptable to the Town. He is looking to possibly to transfer the host agreement to another location, Constant stated that he has a couple addresses within the Town that are a possibility and allowed within the Zoning Bylaws. Constant stated that the host agreement needs to be amended regarding the timeline, with no location secured he will not be able to be operational by early 2021. Chair Keyes stated that if Constant were to appeal then he would be willing to allow, with other Board members approval, an extension on his host community agreement. Chair Keyes stated that he would not entertain a change of address for the retail marijuana store until he has received a final decision from the Zoning Board of Appeals. Constant stated that a possible alternative location he is interested in is 54 Hopedale Street, which is behind a medical office. This would be an adult retail store but, in the future, possibly move towards medical marijuana. Selectman Arcudi stated that he is not in favor of 54 Hopedale Street as a possible location. It is located near schools and libraries.

Attorney Riley stated that there is no issue with the Board approving an extension to Green River's host agreement and that at some point in time changing the address for Green River is a possibility as well.

Chair Keyes stated that the Board will extend until December 21, 2021 the current host agreement with the current address of 54 Mellen Street. Constant will make a decision as an operation whether to appeal or not and to entertain another location that he'll come back to the Board to discuss if that is something he is looking to do.

Selectman Hazard made a motion to extend the host agreement with Green River Cannabis until December 21, 2021. Selectman Arcudi seconded the motion.

Hazard – Aye, Arcudi – Aye, Keyes – Aye

5. Statement from Town Counsel re: Resignation of Christine Burke

Present: Attorney Brian Riley, KPLaw

Attorney Riley read a statement from Town Counsel regarding the resignation of Christine Burke, the Town Administrator provided the letter on the screen for viewers. This letter can be found on the Hopedale Website within the packet attached at <https://www.hopedale-ma.gov/administrator-selectmen/agenda/board-selectmen-133>. Attorney Riley stated that to summarize the resignation of Christine Burke did not warrant any sort of legal ramifications. Selectman Arcudi thanked Christine Burke for all of her work and involvement with the Town of Hopedale. Ed Burt, Chair of the Water and Sewer Commission, praised Christine's accomplishments and hard work while serving Hopedale. Ed stated that when Christine sold her home, she still rented in Hopedale. Selectmen Hazard read a letter from Christine Burke regarding Christine's response to this complaint.

6. Right of First Refusal, 364 West Street, *Attorney Peter F. Durning, Special Counsel*

Present: Attorney Peter F. Durning

Attorney Durning shared with the public that on Thursday, December 17, 2020 he conducted the mediation screening with the Real Estate Board Association's dispute resolution services which was the organization that Judge Rubin had suggested but not required the parties to select. The mediation screening was primarily administrative, the parties discussed selecting a third party neutral and a potential schedule for mediation. At the mediation screening, before the Real Estate Board Association, Attorney Durning reserved making a firm commitment as to whether the Town will participate in the mediation pending review by the Board of Selectmen this evening. Attorney Durning stated that this is the issue at this time, whether to participate in a mediation session with the Grafton Upton Railroad before a retired land court Judge. Attorney Durning stated that from his perspective, participating in the mediation is a worthwhile endeavor. Attorney Durning stated that Judge Rubin was direct in her comments and instructions that the parties should think seriously about a negotiated solution, however, this was not an order. Attorney Durning stated that with mediation both parties do not get everything that they want but there could be potential solutions that could be achieved through this process. Regarding litigation, the Town has strong arguments on the application of general laws Chpt. 61 and its reservation of a right of first refusal to the Town but there is a risk that either the Service Transportation Board or the land court will rule in the Railroads favor. Attorney Durning feels that we have a strong argument that Hopedale is entitled to exercise its right of first refusal and maintain these lands at 364 West Street in forestry conservation for the benefit of the Town's current and future water supply. As stated in previous meetings, Railroads do have some protection from local and state regulations under the Interstate Commerce Commission Termination Act, however, Attorney Durning feels that we have strong arguments why the operation of general law Chapt 61 is not like state and local regulations that railroad have superseded due federal preemption in the past these issues are complex. Judge Rubin telegraphed this in her spoken and written comments at the land court. Attorney Durning believes that this is an issue of first impression as to whether or not the doctrine of federal preemption extends to a Town's right of first refusal. With that, the likelihood of appeals even after the conclusion of a adjudication of a land court or the Service Transportation Board is likely. This may add to the cost of litigation and the length of the appeal process. Attorney Durning stated that in his opinion he feels that it is prudent for the Board to take this opportunity to explore the possibility of a negotiated solution. He feels that a negotiated solution that preserves water quality in the aquifer and secures access to future water supply, while providing some accommodation to expand rail service should be achievable on a parcel of this size. Attorney Durning stated that if Grafton Upton Railroad is serious about making an agreement that could provide these benefits to Hopedale, we should be willing to have that discussion with them and a third party neutral. Therefore, Durning recommends that the Town agrees to conduct a mediation with the railroad to see if there is a sensible solution that can accomplish the goals of the Town and meet the concerns of the railroad.

Selectman Hazard asked Attorney Durning why should we move for mediation? The environmental partners study told us that we need the whole parcel to maintain our water supply, we have donors willing to pay for the land and the litigation fees. Attorney Durning responded that the environmental partners study strongly emphasizes the portion of the rail that is to the east of the tracks that that is the most proximate portion to the water supply. In some of the figures that the environmental partners provided, they discussed what would be necessary to secure the greatest advantageous area for the exploration of future water supply and that is focuses on the portion of parcel that is proximate to the pond and the wetlands. Durning feels that there is a potential for emphasizing those areas that are particularly important to the Town's water supply. Selectman Hazard stated that she is uncomfortable with the position we are in now; she is not sure how we can negotiate when she is not sure what we could offer. Durning responded one of the things he emphasized during the summer that railroads do not have to comply with state and local wetlands. If the Town were working in cooperation with the railroad, the Town could impose certain requirements that would be subject to a private agreement (between the Town and the railroad) as opposed to relying on the state and local wetlands regulations, this may provide greater protection for the Town's resources.

Selectman Arcudi asked Attorney Durning if the mediation will be non-binding. Attorney Durning confirmed that mediation will be non-binding. It is two parties in a litigation agreeing to go and have a brokered session with a third party neutral, a trained mediator and a retired land court Judge. The third party neutral will likely meet individually with the parties and together and see if there is a way to foster a discussion where the two sides can come to some resolution. Chair Keyes stated that because mediation is non-binding, this is an excellent opportunity to find out what the railroad can bring to the table as part of any kind of negotiation. Chair Keyes stated that there will be plenty of public, Board and Commission's input. Chair Keyes let the residents know that they will not be entering into a binding agreement without hearing input from the public, Boards and Commissions.

Chair Keyes opened the meeting for resident comments.

Selectman Arcudi made a motion to move forward based on the recommendation of Attorney Peter F. Durning to commit to non-binding mediation commencing on January 8, 2021. Selectman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

E. Public and Board Member Comments (votes will not be taken)

Selectman Arcudi welcomed Glenda to the Board of Selectmen. Selectman Arcudi thanked the Police and Fire Department for the Hopedale Santa Parade and all their hard work. He stated that the Friends of Historic Hopedale did a great job with the Town wide holiday light contest. He thanked the Highway, Police and Fire for their constant efforts during the recent snowstorm with keeping our roads clean. Chair Keyes stated that he echoes Selectman Arcudi's sentiments.

F. Correspondence and Selectmen Informational Items (votes will not be taken)

1. Donation of two (2) wreaths from the Evergreen Center

Chair Keyes thanked the Evergreen Center for their donation of two (2) wreaths.

2. Welcoming Glenda Hazard as the new Board of Selectmen

G. Requests for Future Agenda Items:

H. Administrator Updates (In Packet)

Selectman Arcudi made a motion to end regular session and move into executive session. Selectman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Chair Keyes dissolved the meeting at 9:44PM

I. Executive Session

Motion: To move into Executive Session, pursuant to M.G.L. c.30A, § 21(a) for item # (3): To discuss strategy with respect to litigation that an open meeting may have a detrimental effect on the litigation position of the public body and the chair so declares. Roll Call Vote

Purpose: Litigation strategy re: Town v. Jon Delli Priscoli, Trustee, et als, Attorney Durning present.

From: [Diana Schindler](#)
To: Leo.F.Lyons@usps.gov
Cc: [Lisa Pedroli](#); [Lindsay Mercier](#); [Chris Nadeau](#)
Subject: RE: [Town of Hopedale MA] Tree Warden position (Sent by Leo Lyons, Leo.F.Lyons@usps.gov)
Date: Tuesday, December 22, 2020 9:40:19 AM

Hi Leo,

Thank you for letting me know. I will add to Selectboard agenda for December 28 to accept your resignation. And thank you so much for your service to the Town. It's greatly appreciated.

Best to you in Douglas.

Stay safe and well.

Diana

Diana M. Schindler
Town Administrator
Town of Hopedale
78 Hopedale St.
Hopedale, MA 01747
Off: (508) 634-2203 x213
Cell: (413) 387-9069

This e-mail message is to be used by the intended recipient only. Use of the information contained in this e-mail by anyone other than the intended recipient is strictly prohibited. If you have received this message in error, please notify the sender immediately and promptly destroy any record of this e-mail. When writing or responding, please be advised that the the Secretary of State's Office has determined that email is a public record.

-----Original Message-----

From: cmsmailer@civicplus.com <cmsmailer@civicplus.com>
Sent: Tuesday, December 22, 2020 9:32 AM
To: Diana Schindler <DSchindler@hopedale-ma.gov>
Subject: [Town of Hopedale MA] Tree Warden position (Sent by Leo Lyons, Leo.F.Lyons@usps.gov)

Hello dschindler,

Leo Lyons (Leo.F.Lyons@usps.gov) has sent you a message via your contact form (<https://www.hopedale-ma.gov/user/4714/contact>) at Town of Hopedale MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.hopedale-ma.gov/user/4714/edit>.

Message:

It is my understanding that I must resign the Tree Warden position as I have moved to Douglas, Ma. I'm sorry I will no longer be able to serve the people of Hopedale, but I understand.

Thanks,
Leo Lyons
Former Tree Warden



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

November 24, 2020

Dear Diana Schindler:

It is with great pleasure that we inform you that your community has been awarded \$46900 grant through the Community Compact Cabinet's (CCC) Information Technology grant program. The competition for funding was intense. Your application was chosen because it met the overarching goal of driving innovation and transformation at the local level via investments in technology.

We will be holding a virtual awards ceremony at a later date. Please note that specific details and participation information for the awards ceremony will be shared separately with you via email.

Lieutenant Governor Polito, who serves as Chair of the Community Compact Cabinet, and I want to congratulate you for becoming a "Compact Community" and striving to make your community a better place by virtue of implementing best practices. Your participation not only provided you with technical assistance, but it also places you in a more competitive position for other state grants, such as this IT program. We are glad to see your community taking advantage of the benefits the CCC program offers.

Necessary grant documents that need to be completed in order to get the funds to your community will be sent to you next week. Once received, these 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 December 30th.

Sincerely,

Handwritten signature of Karyn E. Polito in black ink.

Handwritten signature of Michael J. Heffernan in black ink.

Karyn E. Polito
Lieutenant Governor

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 Town of Hopedale [“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 **\$46,900.00** authorized under authorized per the FY21 Community Compact IT Grant Program [“Program”] to the Town of Hopedale for the costs associated with: Implementation of a cloud-based e-Permitting, Licensing and Code Enforcement system [“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 Hopedale is for: Implementation of a cloud-based e-Permitting, Licensing and Code Enforcement system.

*****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 authorized by the Program; and any other information EOAF may require.

The full amount of the grant award, or **\$46,900.00** 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 January 1, 2022.

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 January 1, 2022. Grantee will forfeit any remaining award unused after no later than January 1, 2022. 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.

#####

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: Town of Hopedale (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4,T&C): 78 Hopedale Street, Hopedale, 01747		Business Mailing Address:	
Contract Manager: Diane Schindler		Billing Address (if different):	
E-Mail: dschindler@hopedale-ma.gov		Contract Manager: Frank Gervasio	
Phone: (508) 634-2200 ext. 213	Fax:	E-Mail: gervasiof@dor.state.ma.us	
Contractor Vendor Code: VC6000191835		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):	
		RF/Procurement or Other ID Number:	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
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)		Enter Current Contract End Date <i>Prior</i> 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 <i>new</i> Total if Contract is being amended). \$46,900.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the FY21 Community Compact IT Grant Program to the Town of Hopedale for: Implementation of a cloud-based e-Permitting, Licensing and Code Enforcement system			
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 January 1, 2022 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor 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>	



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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-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 COMMBUYS 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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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



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

License Type(s)	LIC BUSINESS NAME	LIC PHYSICAL ADD #1	BUS TOWN	BUS STATE	BUS ZIP	LIC BUSINESS DBA	TAX STATUS	PACKET STATUS
Class I	D.C. Bates Equipment Co. Inc.	10 Airport Road	Hopedale	MA	01747	D.C. Bates Equipment	current	PACKET COMPLETE
Class II	Milford Auto Sales, Inc.	17 Airport Road	Hopedale	MA	01747	Milford Auto Sales	current	PACKET COMPLETE
Class II	Arthur Pigeon dba A&S Detailing & Auto Sales	244 S. Main Street	Hopedale	MA	01747	A&S Detailing & Auto Sales	current	PACKET COMPLETE
Class II	Costa Auto Group, Inc.	11 Airport Road	Hopedale	MA	01747	Costa Auto Group, Inc.	current	PACKET COMPLETE
Class II	Duest Motors	5 Charlesview Road	Hopedale	MA	01747	Duest Motors	current	PACKET COMPLETE
Class II	Lord & Son Auto Body & Paint	13 Elmwood Avenue	Hopedale	MA	01747	Lord & Son Auto Body & Paint	current	PACKET COMPLETE
Class II	Off Lease Auto	236 S. Main Street	Hopedale	MA	01747	Off Lease Auto	current	PACKET COMPLETE
Class II	Patriots Custom Auto, Inc.	1B Airport Drive	Hopedale	MA	01747	Patriots Custom Auto, Inc.	current	PACKET COMPLETE
Common Victualler	Christiano Pizza, Inc.	60 Hopedale Street	Hopedale	MA	01747	Christiano Pizza	current	PACKET COMPLETE
Common Victualler	The Cupcake Girl, LLC	150 Hartford Avenue, Unit E	Hopedale	MA	01747	The Cupcake Girl	current	NO LONGER IN BUSINESS
Common Victualler	Cumberland Farms, Inc	115 Mendon Street	Hopedale	MA	01747	Cumberland Farms #0197	current	PACKET NOT RETURNED (Spoke with L. Salvucci, Licensing Manager on 12/23/2020, working on renewal packet for Monday's meeting)
Common Victualler	Michael Keromos, Inc. dba Maria's Pizza	156 Hartford Avenue	Hopedale	MA	01747	Maria's Pizza	current	PACKET COMPLETE
Common Victualler	Zong Ju Zou dba Hong Kong House	150 Hartford Avenue	Hopedale	MA	01747	Hong Kong House	current	PACKET COMPLETE
Common Victualler	Hopedale Donuts, Inc.	144 Hartford Avenue	Hopedale	MA	01747	Dunkin Donuts	current	PACKET COMPLETE
Common Victualler	Hopedale Country Club	90 Mill Street, PO Box 126	Hopedale	MA	01747	Hopedale Country Club	Current	PACKET COMPLETE
Common Victualler	Richard Yancey dba Beyond Full	76 Hopedale Street	Hopedale	MA	01747	Beyond Full	current	PACKET COMPLETE
Non-Sunday Entertainment	Hopedale Country Club	90 Mill Street, PO Box 126	Hopedale	MA	01747	Hopedale Country Club	Current	PACKET COMPLETE

**Memorandum of Understanding
Between
Central Massachusetts Regional Planning Commission (CMRPC)
and the
Town of Hopedale**

This agreement is made by and between the Central Massachusetts Regional Planning Commission (hereinafter “CMRPC”), a regional planning agency established pursuant to the provisions of Massachusetts General Law, Chapter 40B, with an office located at 1 Mercantile Street, Suite 520 in Worcester, MA and the Town of Hopedale, located in southeastern Worcester County.

WHEREAS, CMRPC is eligible to undertake and provide planning assistance under Chapter 40B of the Massachusetts General Laws (MGL), and;

WHEREAS, the Town of Hopedale has engaged CMRPC to assist the Town in the phased development of its Master Plan, a document required by the Commonwealth. In accordance with Massachusetts General Laws, Chapter 41, Section 81D, Planning Boards are required to prepare a Master Plan for their communities. A Master Plan is a living document, and the Town’s thoughtful implementation of the developed plan will see its vision come to fruition.

The main topics of a Comprehensive Master Plan include, but are not limited to:

1. Population and Housing
2. Natural and Cultural Resources
3. Open Space and Recreation
4. Economic Development
5. Transportation
6. Town Services and Facilities
7. Land Use

A Master Plan many include particular attention to a specific area. Some plans include more consideration of energy, technology, infrastructure, climate change, and other emerging topics. Most plans have an actionable implementation plan and are developed with a ten-year horizon.

WHEREAS, the Town of Hopedale has first contracted with CMRPC (January 27, 2020) for the development of the land use element, the housing and population element and the economic development element

WHEREAS, the Town of Hopedale has expressed an interest in retaining the services of CMRPC (and its approved subcontractor, Barrett Planning Group, LLC) for professional planning assistance to develop elements of the Town’s Comprehensive Master Plan in accordance with MGL Chapter 41 Section 81D and has appropriated funds to retain such professional planning services. Whereas it is understood that the Master Plan may be developed in phases as funds are available.

WHEREAS, the Town of Hopedale has received funding assistance (\$50,000) from Massachusetts Community Compact Program as described in correspondence dated October 22, 2019 to address the following two (2) related Best Practices:

- Determine need and appropriateness of establishing an Urban Renewal Entity in accordance with Massachusetts General Law Chapter 121B.
- Align Land Use Regulations especially zoning, capital investments and other municipal actions with Housing Development, Economic Development, Master, Land Use Priority or other plans for future growth. Promote development and reuse of previously developed sites.

Milestones indicating completion of Phase One (1) will be as follows:

- 25% Survey summary and initial data analysis
- 50% Completion of first community Meeting
- 75% Acceptance of draft goals and objectives for Phase One Elements
- 100% Acceptance by the Planning Board of the final document containing Phase One of the Hopedale Master Plan

WHEREAS, as stated in the contract dated January 27, 2020 as funds are obtained and made available, CMRPC will be retained to complete additional elements of the desired master plan.

WHEREAS, CMRPC submitted a proposal to the Massachusetts Executive Office of Energy and Environmental Affairs (EOEEA) Planning Assistance Grant Program in May of 2020 on behalf of and with the support of the Town of Hopedale. The proposal sought funding to assist CMRPC in accomplishing additional elements of its Master Plan. Support from the Town was articulated in a letter of support from the Town of Hopedale's Town Administrator Diana Schindler, dated May 15, 2020 and submitted with the project proposal.

WHEREAS, EOEEA has awarded CMRPC \$32,500 to assist the Town with its Hopedale Master Plan Phase Two (2) that will include the Open Space and Recreation Element and the Natural and Cultural Resources Element as well as a review of the Town's Zoning amendments to further a full codification of its Zoning Bylaw. CMRPC is the direct recipient of these funds and will utilize these funds to pay CMRPC personnel who will facilitate the Phase Two (2) plan development. Additionally, as a component of the grant award, CMRPC has committed a match of \$11,000 either from anticipated District Local Technical Assistance Funding or from other unallocated revenues. The Contract with EOEEA has a deadline of June 30, 2022. The deliverables for this phase funded by the EEA grant include:

- Baseline data analyzed and findings reviewed by the steering committee (for relevant elements)
- Complete community outreach on visioning, goals and objectives
- Draft goals and objectives (for relevant elements), and
- An Open Space and Recreation Plan submitted to the Department of Conservation and Recreation (DCR)
- Complete zoning analysis and draft recommendations for correcting administrative errors

WHEREAS, the two phases of this master plan process, require an active and engaged Master Plan Steering Committee, which was appointed by the Town Select Board on or about September 30, 2020. Through assertions from the Town Administrator, the Town Select Board and the Town Planning Board, the Master Plan Steering Committee will operate in compliance with Open Meeting Law and other guidelines as indicated for such bodies of municipal government by MGL. The MPSC will meet approximately monthly for the duration of both phases. Should the Committee(s) cease to become active, responsive, and

responsibly fulfilling its role as guide and advisor for the Master Planning Processes, CMRPC reserves the right to summarize progress to date, provide that summary to the town, invoice the state for appropriate activities and return the unspent funds to EOEEA.

Either party to this MOU may terminate the same for convenience and without cause by giving written notice to the other party at least ninety (90) days prior to the effective date of termination. Any such termination shall not terminate the rights of either party to the fees for services provided.

Any notice that is given or made pursuant to this MOU shall be deemed given or made when delivered by email (read receipt), by hand or mailed first class postage prepaid and addressed to the respective parties at the addresses set forth below:

Diana Schindler, Town Administrator
Town of Hopedale
78 Hopedale St.
Hopedale, MA 01747
DSchindler@hopedale-ma.gov

Janet A. Pierce, Executive Director
Central Massachusetts Regional Planning
Commission (CMRPC)
1 Mercantile Street, Suite 520
Worcester, MA 01608
Jpierce@cmrpc.org

This Memorandum of Understanding provides background and context as well as clarifies roles and responsibilities of both parties as it pertains to activities related to

- The January 27, 2020 contract (Master Plan Phase One (1)) and
- The funding to CMRPC from EOEEA awarded for Hopedale Master Plan Phase Two (2) and Zoning Codification in October 2020 through its Planning Assistance Grant Program.

This MOU may be amended if further funding is made available to develop the remaining elements of the Master Plan. This MOU may be not amended except in writing agreed to and executed in the same manner as the MOU itself.

In witness thereof, the parties hereto have executed this Memorandum of Understanding on this ____ day of _____ 20____ by the duly authorized agents.

Town of Hopedale

CMRPC

Diana Schindler, Town Administrator Date

Janet A Pierce, Executive Director Date