

**Selectmen Meeting**  
**Warren Senior Center, 2252 Main St, West Warren, MA 01092**  
**January 8th, 2026, 6:00pm**

**This meeting was in person.**

**In attendance: Richard Eichacker (RE), Chair; Derick Veliz (DV), Vice-Chair; David Dufresne (DD), Clerk; James Ferrera (JF), Town Administrator; Laura Sherris, Administrative Assistant**

**Absent: Griffin Harrington, Administrative Assistant**

Chair to open the meeting.

Pledge of Allegiance.

*Special moment of silence for retired K9 Police Officer Murray who recently passed away.*

1. **Presentation by the Central Massachusetts Regional Planning Commission regarding the Town's Hazard Mitigation Plan.** Marc Granato presented the attached presentation.
2. **Discussion with a possible vote to appoint Mr. Evan J. Foskit-Nulph as a part-time (not to exceed 19-hrs per week) on-call Laborer for the Highway Department at step one grade E on the wage scale. (Anticipated Vote)** DD made a motion to appoint Mr. Evan J. Foskit-Nulph as a part-time (not to exceed 19-hrs per week) on-call Laborer for the Highway Department at step one grade E on the wage scale, 2<sup>nd</sup> DV, AIF; Motion carried.
3. **Police Chief monthly reports for November and December 2025.** Chief Millette presented the attached report.
4. **Town Administrator monthly report for December 2025.** JF presented the attached report.
5. **Discussion with a possible vote to fill one vacancy on the Planning Board until the next municipal election. (Anticipated Vote)** DD made a motion to appoint Karyn Wood to the Planning Board, 2<sup>nd</sup> DV, AIF; motion carried.
6. **Notice of Sale/Conversion of Use (First Right of Refusal) Pursuant to M.G.L c. 61 §8: Lot A Brimfield Road, Warren, MA Owner: Fountain & Sons Construction Co., Inc. Purchaser: Christopher R Predella Assessors ID: 30-0-2.3 (portion) (Anticipated Vote)** DD made a motion to not exercise the Town's first right of refusal, 2<sup>nd</sup> DV, AIF; motion carried.
7. **Anticipated vote to have the chair sign Statement of Work forms from the Massachusetts Department of Environmental Protection for the glass container and universal water shed state grant, grant to be administered by the Board of Health. (Anticipated Vote) TABLED**

**Selectmen Meeting**  
**Warren Senior Center, 2252 Main St, West Warren, MA 01092**  
**January 8th, 2026, 6:00pm**

8. **Discussion with a possible vote to require all staff to attend a Sexual Harassment / Discrimination training sponsored by KP law on Wednesday, February 11<sup>th</sup>.**  
**(Anticipated Vote)** DD made a motion to require all staff to attend a Sexual Harassment / Discrimination training sponsored by KP law on Wednesday, February 11<sup>th</sup>, 2<sup>nd</sup> DV, AIF; motion carried.
9. **Discussion with a possible vote to enter into a contract with Diversified Construction Services, LLC for the replacement of the inclined platform wheelchair lift at the Shepard Municipal Building. (Anticipated Vote)** DD made a motion to enter into a contract with Diversified Construction Services, LLC for the replacement of the inclined platform wheelchair lift at the Shepard Municipal Building, 2<sup>nd</sup> DV, AIF; motion carried.
10. **Discuss and review letter to the Town of West Brookfield regarding Fire and EMS services to the Town.** The Board held discussion with Fire Chief Lavoie to clarify the ongoing situation with services/assistance provided to West Brookfield. The Board wishes to open dialogue with the Selectboard of West Brookfield.
11. **Discuss and review draft letter on multifamily home inspections from the Building Commissioner.** The Board provided revisions to the draft letter and asked that it be updated and sent to JF and RE for review.
12. **Acceptance of the fiscal year 2025 Community Development Block Grant and to authorize the Central Massachusetts Regional Planning Commission to administer the grant upon the Chair's signature. (Anticipated Vote)** DD made a motion to accept the fiscal year 2025 Community Development Block Grant and to authorize the Central Massachusetts Regional Planning Commission to administer the grant, 2<sup>nd</sup> DV, AIF; motion carried.
13. **Class II and Class III license renewals. (Anticipated Vote)**
  - a. **Copart 600 Old West Warren Rd Bldg. 1, West Warren – Class II & III**  
DD made a motion to approve the Class II and Class III license renewals listed above, 2<sup>nd</sup> DV, AIF; motion carried.
14. **Common Victualler license renewals. (Anticipated Votes)**
  - a. **Countryside Tavern 83 Mechanic St, Warren**
  - b. **Dunkin Donuts 1300 Main St, Warren**  
DD made a motion to approve the Common Victualler license renewals listed above, 2<sup>nd</sup> DV, AIF; motion carried.
15. **Anticipated vote to authorize the payment of warrants and bills.**

**Selectmen Meeting**  
**Warren Senior Center, 2252 Main St, West Warren, MA 01092**  
**January 8th, 2026, 6:00pm**

**Warrants** DD made a motion to approve the following warrants, 2<sup>nd</sup> DV, AIF; motion carried.

Payroll 13-26	\$ 127,298.32
Accounts Payable 25-26	\$ 334,016.83

**Bills** DD made a motion to approve the following bills, 2<sup>nd</sup> DV, AIF; motion carried.

VENDOR NAME	TOTAL
Modern Pest	\$ 117.00
KP Law	\$ 3,510.46
Hampden Communication Corp	\$ 1,950.00
SBA Structures	\$ 1,860.66
PEAC Solutions	\$ 731.75
Encore Fire Protection	\$ 2,309.00
National Grid	\$ 4,352.56
WB Mason	\$ 176.78
Warren Water District	\$ 11,525.25
Verizon	\$ 25.57
Central Mass Regional Planning Commission	\$ 14,000.00
Town of Rutland	\$ 167,928.42

**Bills** DD made a motion to approve the following bills, 2<sup>nd</sup> DV, (DD & DV yea, RE abstained); motion carried.

Joyce Eichacker	\$ 169.89
-----------------	-----------

16. **Review with an anticipated vote on the meeting minutes from 12/18/2025.** DD made a motion to approve the minutes from 12/18/2025, 2<sup>nd</sup> DV, AIF; motion carried.
17. **Town Administrator Report.** JF provided the Board with a weekly update.
18. **New Business.** None
19. **Old Business.** Verizon Fios install is in progress.

**Selectmen Meeting**  
**Warren Senior Center, 2252 Main St, West Warren, MA 01092**  
**January 8th, 2026, 6:00pm**

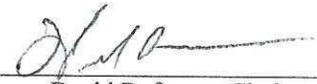
**20. Correspondence:** Letter from National Grid, Letter from Xfinity, Letter from Mass DEP, Letter from KP Law.

**21. Comments & Concerns.** RE states that Warren has opportunities for businesses looking to open. Jim Fountain expresses concern with the new tax rate and states that valuation increases are unattractive to businesses.

**22. Next Meeting:** January 15, 2026, 4:00pm

**23. Anticipated motion to adjourn the meeting.** DD made a motion to adjourn, 2<sup>nd</sup> DV, AIF; meeting adjourned 9:29pm.

Respectfully Submitted by  
Griffin Harrington, Administrative Assistant

  
\_\_\_\_\_  
David Dufresne, Clerk

# Board of Selectmen

## NOTICE OF MEETING TOWN OF WARREN MASSACHUSETTS

Will be held (location) Warren Senior Center, 2252 Main Street, West Warren, MA

On (day, date, time) Thursday, January 8th, 2026, 6:00PM

Signature of Board, Committee, etc. \_\_\_\_\_

TOWN CLERK'S OFFICE USE ONLY

Date/time Received:

Date/time Posted:

JAN 5 '26 PM2:5E  
TOWN CLERK

Signature of Town Clerk/Assistant Town Clerk \_\_\_\_\_

**THIS MEETING WILL BE CONDUCTED IN PERSON**

JAN 5 '26 PM2:5E  
TOWN CLERK

### AGENDA

*Chair to open meeting  
Pledge of Allegiance*

*Special moment of silence for retired K9 Police Officer Murray who recently passed away.*

1. Presentation by the Central Massachusetts Regional Planning Commission regarding the Town's Hazard Mitigation Plan.
2. Discussion with a possible vote to appoint Mr. Evan J. Foskit-Nulph as a part-time (not to exceed 19-hrs per week) on-call Laborer for the Highway Department at step one grade E on the wage scale. (Anticipated Vote)
3. Police Chief monthly reports for November and December 2025.
4. Town Administrator monthly report for December 2025.
5. Discussion with a possible vote to fill one vacancy on the Planning Board until the next municipal election. (Anticipated Vote)
  - a. Karyn Wood, 521 Brimfield Road
  - b. Charles Lyman, 47 Hillside Ave.
  - c. Charlene Farris, 331 Brimfield Road
6. Notice of Sale/Conversion of Use (First Right of Refusal) Pursuant to M.G.L c. 61 §8: Lot A Brimfield Road, Warren, MA Owner: Fountain & Sons Construction Co., Inc. Purchaser: Christopher R Predella Assessors ID: 30-0-2.3 (portion) (Anticipated Vote)
7. Anticipated vote to have the chair sign Statement of Work forms from the Massachusetts Department of Environmental Protection for the glass container and universal water shed state grant, grant to be administered by the Board of Health. (Anticipated Vote)
8. Discussion with a possible vote to require all staff to attend a Sexual Harassment / Discrimination training sponsored by KP law on Wednesday, February 11<sup>th</sup>. (Anticipated Vote)
9. Discussion with a possible vote to enter into a contract with Diversified Construction Services, LLC for the replacement of the inclined platform wheelchair lift at the Shepard Municipal Building. (Anticipated Vote)
10. Discuss and review letter to the Town of West Brookfield regarding Fire and EMS services to the Town.
11. Discuss and review draft letter on multifamily home inspections from the Building Commissioner.
12. Acceptance of the fiscal year 2025 Community Development Block Grant and to authorize the Central Massachusetts Regional Planning Commission to administer the grant upon the Chair's signature. (Anticipated Vote)
13. Class II and Class III license renewals. (Anticipated Vote)
  - a. Copart 600 Old West Warren Rd Bldg. 1, West Warren – Class II & III
14. Common Victualler license renewals. (Anticipated Votes)
  - a. Countryside Tavern 83 Mechanic St, Warren
  - b. Dunkin Donuts 1300 Main St, Warren
15. Anticipated vote to authorize the payment of warrants and bills.
16. Review with an anticipated vote on the meeting minutes from 12/18/2025.
17. Town Administrator Report.
18. New Business.
19. Old Business.
20. Correspondence: Letter from National Grid, Letter from Xfinity, Letter from Mass DEP, Letter from KP Law.
21. Comments & Concerns.
22. Next Meeting: January 15, 2026, 6:00pm
23. Anticipated motion to adjourn the meeting.

COPY

# Warren HMP Plan Presentation

## Recap of the Process

This plan was put together as a combined Hazard Mitigation and Municipal Vulnerability Preparedness Plan starting in 2021, funded through a Fiscal Year 2021 MVP Planning Grant awarded by the Massachusetts Executive Office of Energy and Environmental Affairs. Warren has received this funding to create a Hazard Mitigation and Municipal Vulnerability Preparedness Plan. This funding was later supplemented by District Local Technical Assistance in 2024 for the High Hazard Potential Dams Appendix.

Warren's planning process was composed of two distinct but related phases – data collection and technical review and public input and planning.

Identification of natural hazards and an assessment of risks and vulnerabilities was performed using geographic information systems (GIS) and Local knowledge as imparted by town officials, staff, emergency management volunteers, and other stakeholders, as well as inputs from town planning documents and the state hazard mitigation plan.

The second phase of the process was focused on outreach, public participation and input, and planning. This included the Community Resilience Building (CRB) workshop, which brought together local stakeholders to discuss local vulnerabilities to natural hazards and climate change.

This workshop was followed by a public listening session held during a Planning Board meeting, where CMRPC presented the HMP and MVP process and progress to date and invited attendees to comment on the project.

After completing a first draft of the plan, the Warren Core Team and CMRPC hosted three public listening sessions to present the draft and solicit additional public comments. Two of these listening sessions were hosted at Warren sites within the town's two Environmental Justice areas.

Finally, the team created an introductory survey for the Warren HMP/MVP. This survey was intended to gauge the understanding of Warren residents' thoughts on climate change impact and natural hazards. One hundred and thirty-nine residents participated in the survey and offered opinions on hazards and vulnerabilities, concerns about climate change, and priorities and suggestions for future climate adaptation actions.

Survey respondents had lots of ideas about how the town could cultivate local resilience to natural hazards, including:

- Address current stormwater drainage issues and proactively incorporate resilience to extreme precipitation
- Address roadway erosion and maintenance issues and proactively incorporate resilience to extreme precipitation
- Protect the natural environment and ecosystem services
- Maintain and improve flood mitigation infrastructure

Internal staffing changes and changes in Federal Emergency Management standards for Local and State Hazard Mitigation Plans delayed the planning process extensively, as the plan went through several rewrites and changes in lead planner. The final draft of the plan was amended to include a High Hazard Potential Dam Appendix, to satisfy the HHPD requirements for eligibility for FEMA's High Hazard Potential Dam Grant program. Funded through District Local Technical Assistance.

Following this public presentation being held on December 18, 2025 at the town's Select Board meeting a draft of the plan will be provided to the town for public review and input. Additionally, targeted outreach to HHPD stakeholders in the form of a survey will be sent out following the public presentation. After this public comment period, the plan will be submitted to the Massachusetts Emergency Management Agency (MEMA) and the Federal Emergency Management Agency (FEMA) for their review. Following FEMA's review and conditional approval of the plan A final plan will be presented to the Warren Board of Selectmen and will hopefully be adopted in the spring.

Warren core team, comprised of:

- Adam Lavoie, Warren Fire Chief
- Carol Sanders-Sausville, Warren Water District Commissioner Administrator, Member of Community Advisory Committee
- Jeremy Olson, Highway Surveyor, Member of Community Advisory Committee (MVP Core Team Leader)
- Jim McKeon, Warren Emergency Management Director
- Jim Ferrera, Warren Town Administrator
- Joyce Eichacker, Member of Conservation Commission
- Rich Eichacker, Member of Board of Selectmen, Member of Community Advisory Committee
- Sharon Meli, Senior Center Director
- Sue Ramsey, Parks and Recreation Commissioner

CMRPC and EEA staff members supported the Warren team throughout the planning process, including:

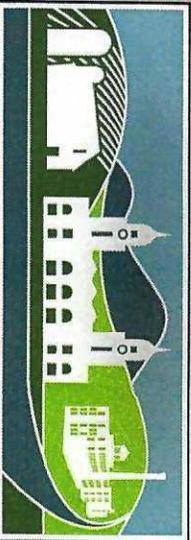
- Marc Granato, Principal Planner
- Julia Moore, Principle Planner
- Mary Hannah Smith, Associate Planner
- Chris Dunphy, Principal Planner
- Sarah Plutnicki, Associate Planner
- Greer Jarvis, Assistant Planner
- Matthew Franz, GIS Analyst
- Andrew Smith, MVP Greater Connecticut River Valley Coordinator, EEA
- Jeff Zukowski, Hazard Mitigation Planner, MEMA

### Next Steps for Warren

Approvable Pending Adoption (APA) status is used when jurisdictions submit the final draft of a local hazard mitigation plan for review prior to formal jurisdictional adoption. The APA status allows FEMA to communicate to the plan participant(s) that the plan is ready for adoption. *It is important to note that APA is not the same as having an approved plan.* To reach approval, the town must adopt the plan in accordance with local regulations.

Once FEMA receives documentation of at least one adoption resolution, the status is changed from APA to Approved for the entire plan and for that jurisdiction. This status change establishes the start and expiration dates for the plan approval period.

The Warren Local Planning Team should also meet on an annual basis to review the plan and make any updates as needed, as well as to determine what strategies to prioritize for that fiscal year.



Central Massachusetts Regional Planning Commission

CMRPC



# TOWN OF WARREN HAZARD MITIGATION PLAN

Warren Board of Selectmen  
**December 18, 2025**

Marc Granato, Resiliency Planner  
Central Massachusetts Regional Planning Commission

## WHY IS WARREN COMPLETING THIS PLAN?

- The Federal Emergency Management Agency (FEMA) requires that cities and towns adopt and update a natural Hazard Mitigation Plan to be eligible for various FEMA pre-disaster and post-fire hazard mitigation grants.
  - This plan will meet FEMA's requirements and help the town make good use of its resources.
- MVP planning process
  - State grant program to support cities and towns to begin the process of planning for climate resiliency.
  - MVP Designation = eligible for MVP Action

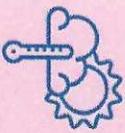
Grants

# MVP/HMP PLANNING PROCESS

## Municipal Vulnerability Preparedness Program (MVP)



Community Resilience Building (CRB) Workshop



Focus on impacts of climate change and opportunities for adaptation



Emphasis on environmental justice, nature-based solutions, and public engagement

Municipal Leadership

+ Regional Collaboration

+ Community Engagement

+ Understand Current Data

+ Analyze Hazard Impacts and Vulnerability

+ Review Existing Policies/Programs

+ Identify Potential Mitigation Actions

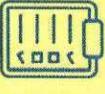
+ Develop Report

+ Achieve Eligibility for Competitive Grants

## Hazard Mitigation Planning (HMP)



Must include changes to community since prior plan



Documents NFP participation & compliance



Requires definition of future update and evaluation process



Formal plan review and adoption process

# WARREN MVP/HMP PLANNING PROCESS

## Community Resilience Building Workshop



# PLAN FOR MITIGATING DAMAGES FROM NATURAL HAZARDS

- Flooding
- Severe Snowstorms / Ice Storms / Nor'easters
- Hurricanes
- Severe Thunderstorms / Wind / Tornadoes
- Wildfires / Brush Fires
- Earthquakes
- Dam Failure
- Drought
- Extreme Temperatures
- Invasive Species
- Other Hazards (Landslides, Groundwater Intrusion)

*Not an Emergency Response Plan*

# WHAT IS HAZARD MITIGATION?

- *To permanently reduce or prevent losses of life, injuries and property damage by using long-term strategies*
- *What preventive actions are being taken NOW to reduce future risks and damages?*
- *What additional actions can be taken in the FUTURE?*
- *According to the 2024 United States Chamber of Commerce Report on The Economic Benefits of Investing in Climate Resilience, Each \$1 invested in disaster preparation saves \$13 in economic costs, damages, and cleanup.*

# THE BENEFITS OF MITIGATION

## National Benefit-Cost Ratio (BCR) Per Peril

*\*BCR numbers in this study have been rounded*

### Overall Hazard Benefit-Cost Ratio

**\$4:1**

Beyond Code Requirements

Federally Funded

**\$6:1**



Riverine Flood

\$5:1

\$7:1



Hurricane Surge

\$7:1

Too few grants



Wind

\$5:1

\$5:1



Earthquake

\$4:1

\$3:1



Wildland-Urban Interface Fire

\$4:1

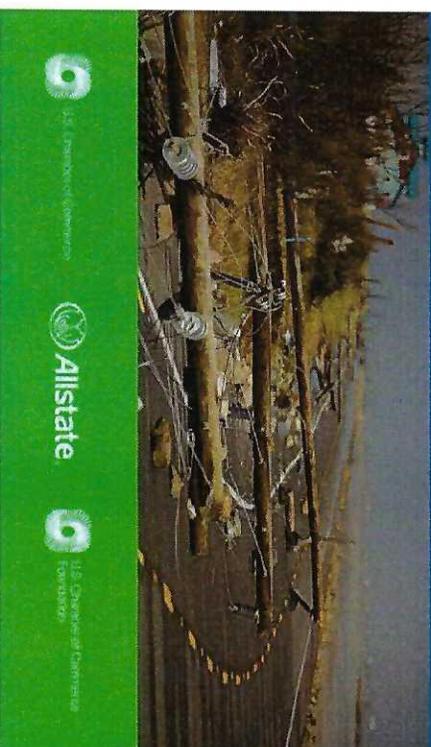
\$3:1

# THE BENEFITS OF MITIGATION

- Investment in disaster preparedness pays off.
  - Every \$1 spent on preparing for disasters is worth \$7 in saved economic costs for the community, including job losses, reduced incomes, and other economic impacts.
  - This combined with an average of \$6 saved for every dollars spent on preventing disaster damages equals \$13 dollars saved for every dollar spent
- Disaster preparedness is a good idea in large cities and small communities alike.
- Investments in resilience and preparedness have economic benefits even if a disaster never occurs.

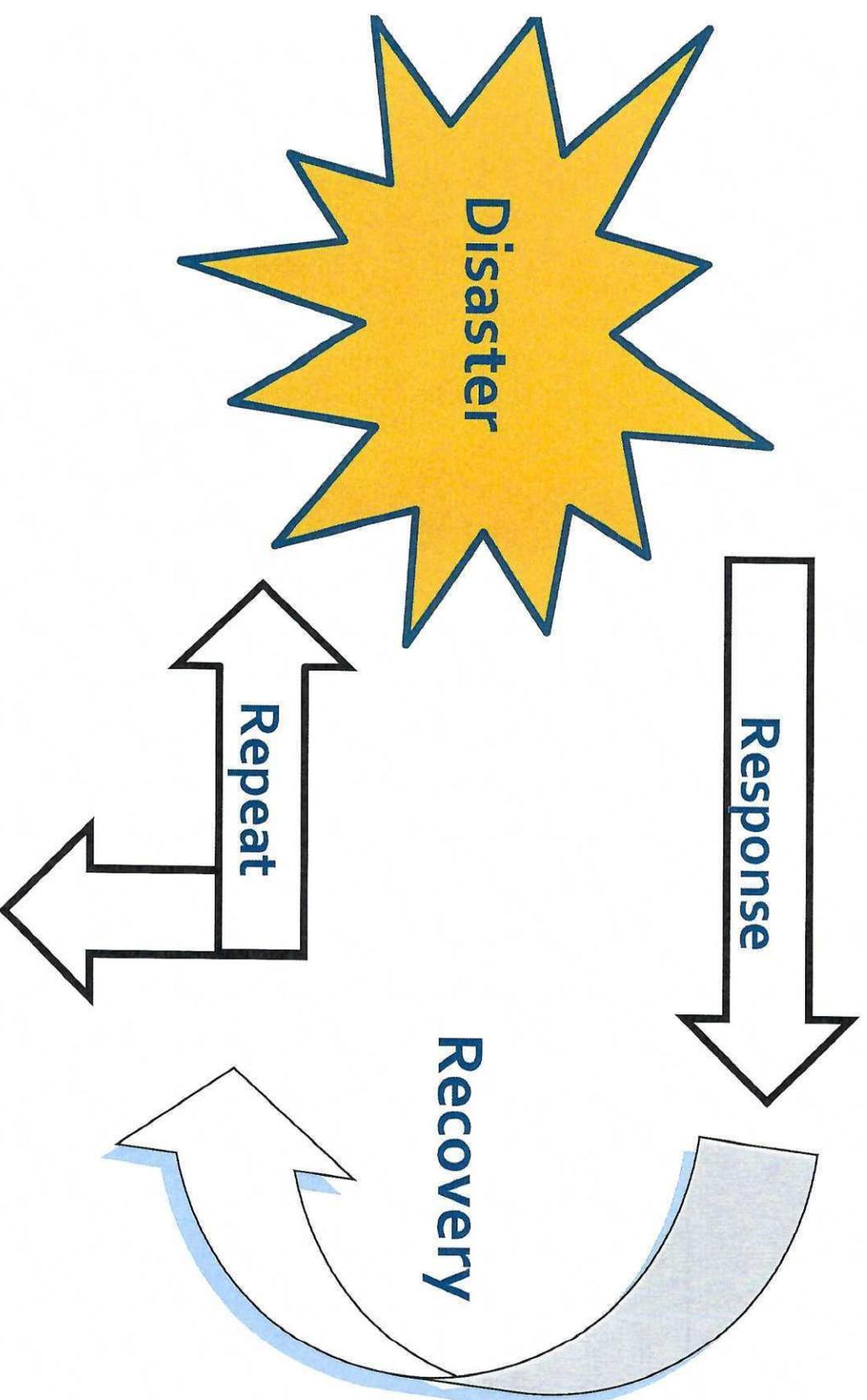
## The Preparedness Payoff: The Economic Benefits of Investing in Climate Resilience

2024 Climate Resiliency Report  
Produced in partnership by the U.S. Chamber of Commerce,  
Allstate and the U.S. Chamber of Commerce Foundation



Every \$1 invested in resilience and preparedness saves \$13 in economic savings, damage, and cleanup costs after the event.

# Breaking the Cycle of Risk



## Mitigate

# Four Tools & Techniques for Hazard Mitigation

1. Structure & Infrastructure  
Projects
2. Preparedness, Coordination  
& Response Actions
3. Education & Awareness  
Programs
4. Local Plans & Regulations

# STRUCTURE AND INFRASTRUCTURE PROJECTS

- Prevent floodwaters from reaching properties
- Man-made structures to control water flows
- Culverts, dams, storm drainage facilities, pumping facilities



This Photo by Unknown Author is licensed under [CC BY-NC-ND](https://creativecommons.org/licenses/by-nc-nd/4.0/)

# PREPAREDNESS AND RESPONSE



- National Flood Insurance Program
- Evacuation Planning
- Community Rating System
- Facilitate and coordinate the administration, enforcement and collaboration



*National Flood Insurance Program*  
**Community Rating System**

A Local Official's Guide to  
Saving Lives, Preventing Property Damage, and  
Reducing the Cost of Flood Insurance

FEMA 575 / 2018



FEMMA

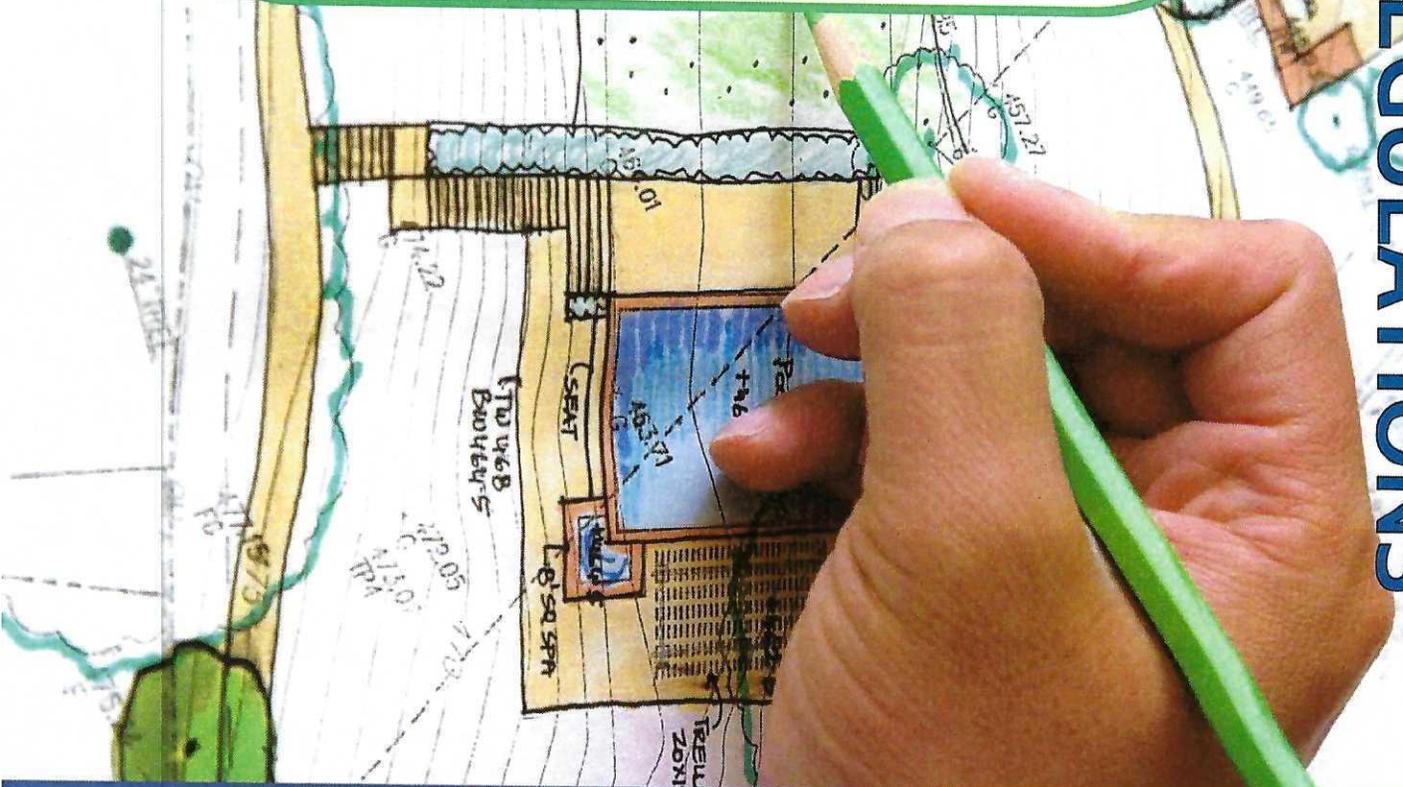
# EDUCATION AND AWARENESS

- Natural hazard awareness websites
- Hazard information at libraries, schools, and public buildings
- Information brochures mailed to residents (e.g., safe operation of home generators)
- Public outreach at community events



# LOCAL PLANS & REGULATIONS

- Planning & Zoning
- Subdivision and Site Plans
- Floodplain regulations
- Wetlands bylaws
- Storm water regulations
- Building Code
- Master Plans
- MVP Plans



# PLANNING PROCESS

- CMRPC provides technical assistance to the Town for plan development
- The Town coordinates through its Local Hazard Mitigation Team
- Public Survey
- Public presentation (tonight), during plan development and review of the draft plan
- Submittal of Draft Plan to MEMA and FEMA for review, revision, and approval
- Plan adoption by the Board of Selectmen

# DEVELOPMENT OF THE PLAN

CMRPC assisted the Warren

Local Hazard Mitigation Planning Team to:

- Identify & Map Critical Facilities
- Identify & Map Locally Identified Hazard Areas
- Identify & Review Existing Mitigation Measures
- Identify and Prioritize New Mitigation Strategies
- Gather Feedback & Input from the Public

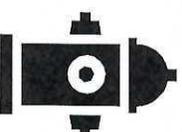
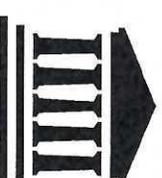
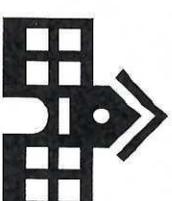


# IDENTIFY CRITICAL FACILITIES

Database & GIS maps of critical facilities, infrastructure

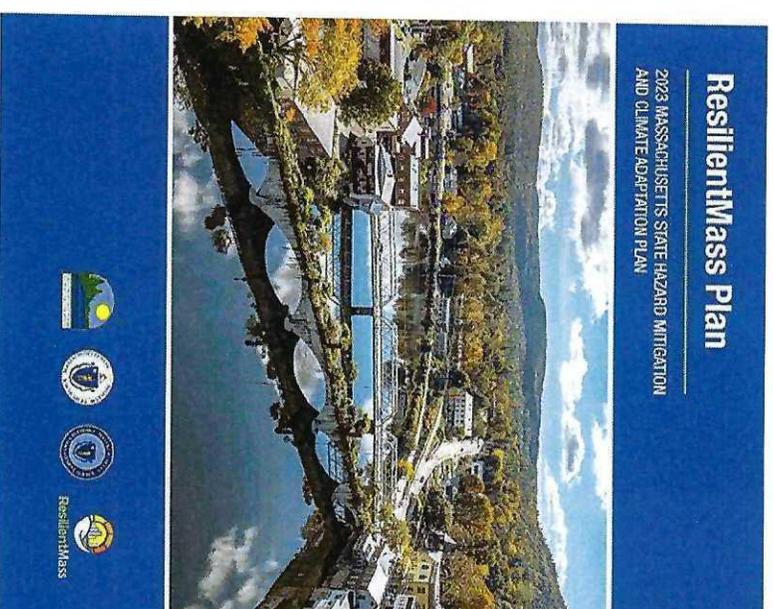
Sites identified include:

- Emergency Response Facilities
- Water Supply and Sewer Facilities, Town Facilities, and Utilities
- Dams
- Facilities and populations to protect



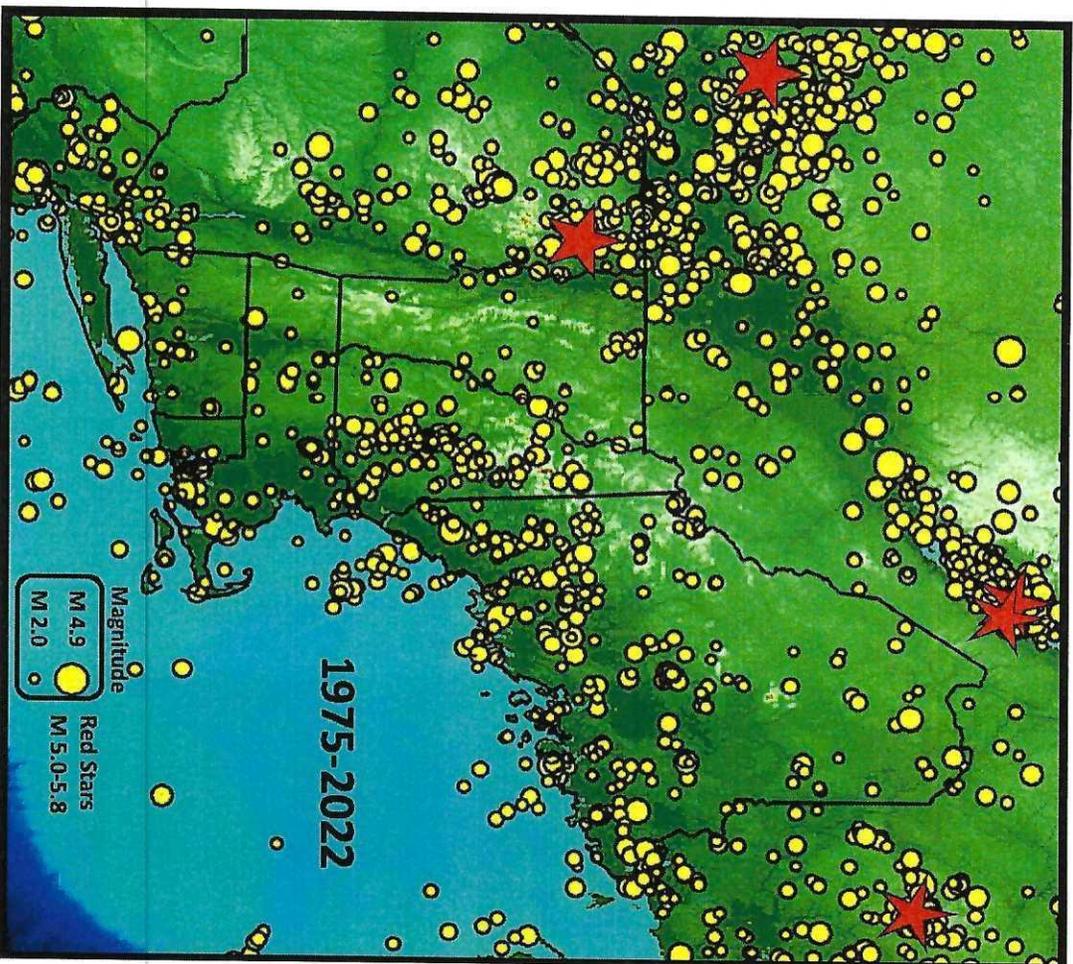
# HAZARD IDENTIFICATION & MAPPING

- State & Federal data on floodplains, snowfall, wind speeds, hurricanes, earthquake risk, etc.
- Review Mass. State Hazard Mitigation Plan
- Coordinate with Local Team to get local information on hazard areas and potential future developments



# OTHER HAZARDS – GEOLOGIC, WIND, & SNOW

Earthquakes from 1975 to  
2022 2+ Magnitude



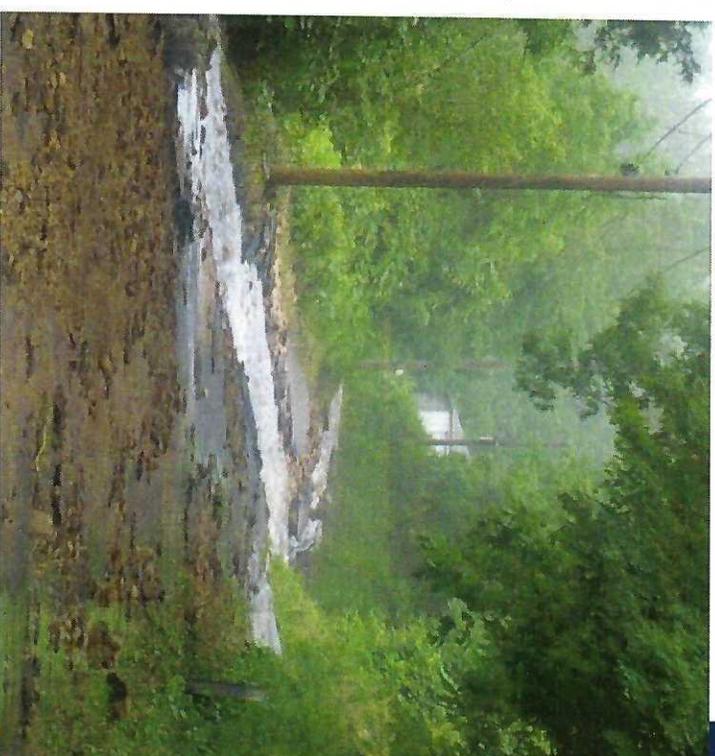
Recent Declared  
Hurricanes & Snow

## Disasters

Disaster	Declaration Date	Incident Period	FEMA ID
Hurricane Lee	09/15/23	09/15/23 - 09/17/23	EM-3599-MA
Mashpee Wampanoag Tribe Tropical Storm Henri	08/22/21	8/20/21 -	3566-EM-Mashpee Wampanoag Tribe
Massachusetts Severe Winter Storm and Snowstorm	04/18/22	01/28/22 - 01/29/22	DR-4651-MA
Massachusetts Severe Winter Storm and Snowstorm	07/19/18	03/13/18 - 03/14/18	DR-4379-MA

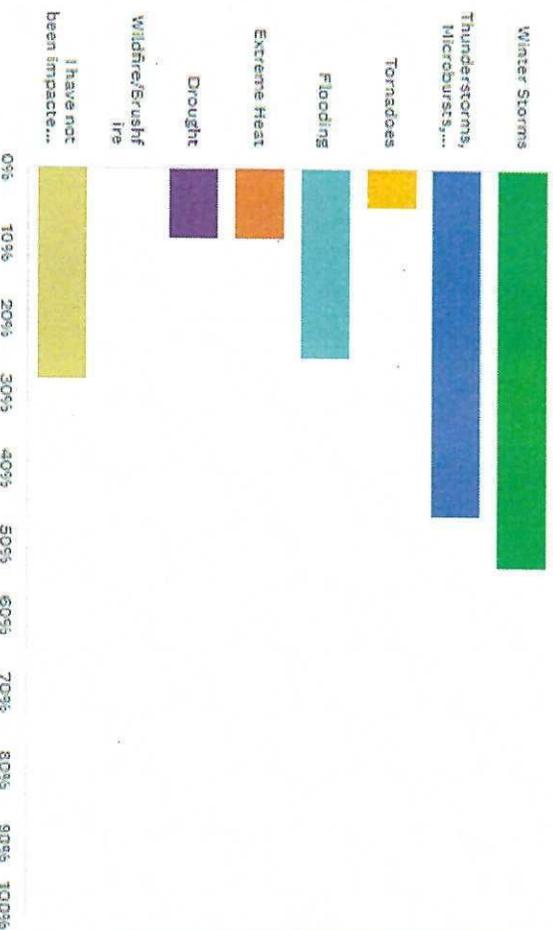
# SELECT LOCALLY-IDENTIFIED HAZARD AREAS

- Extreme Temperatures
  - Water Main Breaks in colder temperatures
- Flooding
  - Intersection of Route 19 and Reed Street, Old West Brookfield Road, O'Neil Road, Spring Street, Brook Road, Kozoil Road, School Street Brook & Old Route 67, Southbridge Maple
- Severe Storms (snow)
  - 2011 Halloween Nor'Easter
- Severe Wind
  - 2011 F3 tornado
  - Frequent power losses after high wind events
- High Hazard Potential Dams
  - Town Pursued DLTA funding to draft a High Hazard Potential Dam Appendix to be included with this plan



# PUBLIC SURVEY – Summer / Fall 2024

- 139 responses
  - 7.7% of ~1,800 households
  - 2.6% of ~5,200 residents
- Hazards of greatest concern:
  - winter storms / ice, thunderstorms / microbursts / extreme wind, Flooding
- The survey was promoted through town social media and a geographically targeted Facebook ad buy.
  - Survey flyers and paper copies were also posted at several high traffic locations in town.



**Town of Warren**  
**Public Survey: Municipal Vulnerability Preparedness**  
 In October 2024, the Town of Warren started the planning process to complete its first Municipal Vulnerability Preparedness (MVP) plan. Citizens change over and the entire town is affected by various hazards, including those that already impact Warren. Through the MVP plan, Warren hopes to create a comprehensive strategy to address vulnerabilities that can be incorporated into future plans and policies.  
 By participating in this survey, you will help the Town of Warren understand the current and future natural hazards that residents are most concerned about. Survey responses will be aggregated and shared.

**Town of Warren**  
**Public Survey: Municipal Vulnerability Preparedness**  
 In October 2024, the Town of Warren started the planning process to complete its first Municipal Vulnerability Preparedness (MVP) plan. Citizens change over and the entire town is affected by various hazards, including those that already impact Warren. Through the MVP plan, Warren hopes to create a comprehensive strategy to address vulnerabilities that can be incorporated into future plans and policies.  
 By participating in this survey, you will help the Town of Warren understand the current and future natural hazards that residents are most concerned about. Survey responses will be aggregated and shared.

**Town of Warren**  
**Public Survey: Municipal Vulnerability Preparedness**  
 In October 2024, the Town of Warren started the planning process to complete its first Municipal Vulnerability Preparedness (MVP) plan. Citizens change over and the entire town is affected by various hazards, including those that already impact Warren. Through the MVP plan, Warren hopes to create a comprehensive strategy to address vulnerabilities that can be incorporated into future plans and policies.  
 By participating in this survey, you will help the Town of Warren understand the current and future natural hazards that residents are most concerned about. Survey responses will be aggregated and shared.

**Town of Warren**  
**Public Survey: Municipal Vulnerability Preparedness**  
 In October 2024, the Town of Warren started the planning process to complete its first Municipal Vulnerability Preparedness (MVP) plan. Citizens change over and the entire town is affected by various hazards, including those that already impact Warren. Through the MVP plan, Warren hopes to create a comprehensive strategy to address vulnerabilities that can be incorporated into future plans and policies.  
 By participating in this survey, you will help the Town of Warren understand the current and future natural hazards that residents are most concerned about. Survey responses will be aggregated and shared.

# EXISTING MITIGATION MEASURES

## MULTIHAZARD

- Comprehensive Emergency Management Plan (CEMP)
- Compliance with the state building code
- Active Community Emergency Response Team
- Education and outreach
- Hazard warning systems and notifications
- Plans, regulations, and studies

## DAM FAILURES

- Dam inspection and evaluation reporting

## WIND-RELATED HAZARDS

- Tree trimming program

## WINTER-RELATED HAZARDS

- Salting and sanding of roads and plowing for snow removal

## FLOOD RELATED HAZARDS

- National Flood Insurance Program
- Street sweeping
- Catch basin cleaning
- Drainage preventive practices to reduce clogging
- Subdivision Rules and Regulations
- Zoning Regulations

## WIND HAZARDS

- Existing Shelter Plan in Place

# **WARREN MITIGATION STRATEGIES**

- Where are the GAPS?
- What actions will further reduce vulnerability?
- Where are the PRIORITIES?

# DRAFT PLAN SELECT HIGH- PRIORITY MITIGATION MEASURES

- Develop comprehensive town-wide plan to prioritize stormwater improvements
- Present cost/benefit analysis of changing road salting practices to town decision makers
- Complete Emergency Action Plan for Naultaug Brook Dam
- Improve coordination between dam owners and Town through targeted outreach to address High Hazard Potential Dams
- Pursue Green Communities grant funding to improve HVAC systems in public buildings to prevent interior mold growth and to provide heating and cooling during extreme temperature events.

# PLAN APPROVAL AND ADOPTION

- The Draft plan will be reviewed by MEMA.
- FEMA will review the plan and is the agency that issues conditional approval.
- A Board of Selectmen resolution to adopt the plan can occur after FEMA conditional approval.
- FEMA issues final plan approval.
- The plan will be in effect for 5 years.



# **IMPLEMENTING THE PLAN**

## **WHAT HAPPENS AFTER THE PLAN IS APPROVED?**

- Establish a local implementation group.
- Prepare a timeline for implementation.
- Integrate the plan's recommendations with other local plans and policies.
- Seek FEMA and other funding sources and other resolutions for plan mitigation measures.
- Meet at least yearly to review progress of plan implementation.
- Update the plan every 5 years.

# DRAFT PLAN

The full draft plan will be available on the Warren town website.

Please send any comments on or questions about the plan to [mgranato@cmrpc.org](mailto:mgranato@cmrpc.org) within two weeks of the draft plan being posted on the town website.



# TOWN ADMINISTRATOR

CHARLES E. SHEPARD MUNICIPAL BUILDING

48 High St. • P. O. Box 609 • Warren, MA 01083-0609 • Tel. 413-436-5701 • Fax 413-436-9754

Town of Warren  
P.O. Box 609  
48 High Street  
Warren, MA 01083-0609

January 8, 2026

Evan J. Foskit-Nulph  
18 Barker Street  
Three Rivers, MA 01080-1002

Dear Mr. Foskit-Nulph,

This letter confirms, subject to being appointed by the Board of Selectmen, a favorable CORI, and passing a pre-employment physical / drug screen, your appointment as an on-call part-time (**not to exceed 19-hrs per week**) Laborer, for the Town of Warren Highway Department. The starting hourly wage to be offered shall be \$17.70 per hour, Step One (Grade E). When assigned, this position also includes mandatory on-call shifts including weekends and holidays. Your estimated effective date of hire is January 12, 2026, and your 90-day probationary period will begin at your official start time. Your department will schedule an appointment with the Treasurer's office to complete the hiring process.

You will report directly to Mr. Jeremy Olson, Highway Surveyor, who will set up your schedule of hours to work, and it will be based on the operational needs of the Town. The Town will provide a thirty-minute unpaid meal break during each shift that lasts more than six hours. If you choose to take an unpaid meal break it must be noted on your bi-weekly time sheet and your regularly scheduled hours must be adjusted to reflect this.

New public employees must complete Ethics Training within 30 days of beginning public service. Training information can be found in the Town Clerk's office.

Should you have any questions, please contact Mr. Jeremy Olson, at 413-436-7677 or Mr. James J. Ferrera, Town Administrator at 413-436-5701, Ext. 107. Please sign below, acknowledging your acceptance of this position in accordance with the above. We look forward to having you as part of our team!

Sincerely,

James J. Ferrera  
Town Administrator

Cc: Board of Selectmen  
Town Treasurer  
Town Accountant

### Monthly Report November 2025

In the month of November 2025, the Warren Police Department responded to a total of 1142 calls for service with 25 ending in arrests. The following is a breakdown of statistics.

Calls Logged	1142
Felonies Investigated	3
Incident reports	51
On View Arrests	4
Warrant Arrests	4
Summons Arrests	17
Total Arrests	25
Protective Custodies	1
Juvenile Arrests	2
Motor Vehicle Stops	92
Motor Vehicle Citations	67
Motor Vehicle Accidents	8

In November 2025, the Police Department had 6 total vehicles on the roster. They consist of 5 Ford Police Interceptor SUV's and 1 Humvee. Mileage on each is as follows.

KM62	32,026
CT62	20,620
D785	98,490
5068	78,972
C564	23,228
Humvee	8,354

On the first of November, I attended the school's trunk or treat at Quaboag Middle High School. This year with the help of Officer Gillespie, we created a Back To The Future trunk and transformed my cruiser into a DeLorean time machine.

On the 3<sup>rd</sup> I, attended a meeting put on by Max Schachter with Chief Hagglund of West Brookfield and Superintendent Steve Duff. Max Schachter is a national school safety advocate. His son Alex is one of the 17 victims murdered in the Parkland school shooting on Valentine's Day 2018. His mission is providing the most current school safety best practices and resources.

On the 4<sup>th</sup>, I attended a department head meeting put on by Town Administrator Jim Ferrera. Then later in the day I attended my monthly Homeland Security meeting.

On the 5<sup>th</sup>, Town Administrator Jim Ferrera and I attended an Injured on Duty workshop that was put on by our insurer MIIA. By attending this workshop, we will receive a credit toward our insurance premium.

On the 10<sup>th</sup>, Officer Anthony Tantillo started with the Department. Officer Tantillo comes to us with a few years of experience and will be looking to join the regional accident recon team.

On the 12<sup>th</sup>, I attended my monthly Central Mass Chiefs of Police meeting/training which was in Fitchburg this month.

On the 17<sup>th</sup>, Officer Bell and I put on a ALICE safety training for the new 7<sup>th</sup> graders at Quaboag. This year's 7<sup>th</sup> grade class was by far the best class in the 18 years of me doing ALICE training at the school. They listened with no disruptions and at the end asked great questions.

On the 20<sup>th</sup>, Chief Lavoie and I attended a table top exercise with the Board of Health. Here a scenario was given to us and we had to work out a plan to overcome the disaster.

Also on the 20<sup>th</sup>, I attended the Town's special town meeting. I wish to thank all the residents who attended and supported the Departments articles to replace a cruiser with over 100,000 miles and our aging MDT computers.

And finally for the month on the 24<sup>th</sup>, we conducted lock down drills at all three schools in the Quaboag district. I wish to thank Warren Fire, West Brookfield Police and Fire and the State Police C3 barracks all for assisting in the successful drill.

Thank you and Happy Holidays,



Chief Gerald Millette

### Monthly Report December 2025

In the month of December 2025, the Warren Police Department responded to a total of 1048 calls for service with 25 ending in arrests. The following is a breakdown of statistics.

Calls Logged	1048
Felonies Investigated	8
Incident reports	47
On View Arrests	4
Warrant Arrests	0
Summons Arrests	17
Total Arrests	21
Protective Custodies	0
Juvenile Arrests	0
Motor Vehicle Stops	71
Motor Vehicle Citations	31
Motor Vehicle Accidents	7

In December 2025, the Police Department had 6 total vehicles on the roster. They consist of 5 Ford Police Interceptor SUV's and 1 Humvee. Mileage on each is as follows.

KM62	33,170
CT62	20,960
D785	99,587
5068	80,456
C564	23,683
Humvee	8,354

On the 1<sup>st</sup> of the month, we applied for a body worn camera grant. This grant request is for almost \$80,000 and will replace our current cameras which are failing and outdated. I would like to thank Sgt Williams for his work on this grant.

On the 2<sup>nd</sup>, I attended my monthly Homeland Security meeting.

On the 3<sup>rd</sup>, I attended a department head meeting that was put on by my Town Administrator Jim Ferrera. Also at the meeting was our insurance rep Debra Williams for MIIA.

On the 4<sup>th</sup> the Town Administrator and I met with Jeff McElravy from Techton to discuss the feasibility study for the bank building on Main Street.

On the 6<sup>th</sup>, I along with a few other Department members attended the Town's tree lighting ceremony. I would like to commend Det Morin and all the other union members that help make this year's toy drive an amazing success.

On the 7<sup>th</sup>, I attended the swearing in ceremony for Chief Ryan Daley of the North Brookfield Police Department. Chief Daley was promoted from Lieutenant and will do an amazing job as chief.

On the 8<sup>th</sup>, Chief Lavioe and I attended the operation board meeting for the Rutland Dispatch District. The operations board is made up of all the Police and Fire Chiefs that are in our dispatch district.

On the 11<sup>th</sup>, I attended the swearing in of Southbridge Police Chief Shane Woodson as the new President of the Massachusetts Chiefs of Police Association.

On the 16<sup>th</sup>, we had our quarterly domestic violence task force meeting. This task force consists of our Police Advocate Melissa Hutchins, Police Chiefs from Warren, Ware and Hardwick.

On the 17<sup>th</sup>, I attended the Board of Directors meeting for the Rutland Dispatch District. At this meeting the district approved new members, Towns of Oxford, Charlton, Sturbridge, Sutton and Spencer.

Later in the day on the 17<sup>th</sup>, I attended the school's safety committee meeting.

On the 18<sup>th</sup>, I attended the holiday party at the Town Hall. Thank you to the Board of Selectmen and Town Administrator Jim Ferrera, for putting this on for the employees.

And finally on the 19<sup>th</sup>, I attended the last shift for Officer Steven Lubrun at Spencer PD. I have known Officer Lubrun for over 20 years and I wish him the best in retirement.

Thank you and Happy New Year,



Chief Gerald Millette

# Memo

**To:** Board of Selectmen  
**From:** James J. Ferrera, Town Administrator  
**cc:** Griffin Harrington, Administrative Assistant  
**Date:** January 8, 2026  
**Re:** Monthly Departmental Report (December 2025)

---

## Administrator

- Conducted a departmental meeting with the Town's risk manager MIIA on 12/3/2025.
- On 12/11/2025 we had our bid opening for the Shepard Building inclined wheelchair lift replacement project. We had one bidder, Diversified Construction Services, LLC at \$148,422.00.
- Successfully negotiated the inclined wheelchair lift bid to \$109,000.00.
- All properties that were sold at last month's public auction successfully closed and the Town has officially recovered \$320,000.00.
- On 12/15/2025 held a project kick off meeting with Tighe & Bond for the air duct replacement project at the Senior Center.
- Completed and passed my MCPPO recertification exam and training.
- Onboarded two new staff for the Highway Department. One full-time Heavy Equipment Operator and one part-time Laborer.
- Participated in Central Massachusetts Regional 911 District December meeting and press announcement welcoming six new communities in the district.
- Met with the Secretary of the Executive Office of Housing and Livable Communities Ed Augustus at the Warren Housing Authority and also toured the West Warren Wright's Mills complex with him discussing the importance of development and housing needs for the Town.

## Financial Departments

- On 12/4/2025 the Board of Selectmen conducted a Tax Classification public hearing with the Board of Assessors for the purpose of determining the tax allocation among property classes.
- On 12/9/2025 DOR set the Town's FY26 Tax Rate at \$14.74 per thousand.
- On 12/29/2025 all residential and commercial property tax bills were mailed.

**Total Monthly Tax Collections as of 12/31/2025 are \$70,148.94**

- a) Real Estate \$41,747.21
- b) Personal Property \$144.02
- c) Motor Vehicle Excise \$12,660.72
- d) Interest and fees \$7,213.67
- e) Registry clears \$1,300.00
- f) Mobile Home Parks \$2,664.00
- g) MLC fees \$300.00
- h) Sewer Liens \$4,119.32

**Board of Health**

- Issued and Submitted 8 Plumbing and 4 Gas Permits
- 1 Perc Test application
- Issued 1 Well Permit
- Currently we have 8 housing complaints open
- Monthly our monthly meeting on December 16<sup>th</sup>.
- Document for New Food Establishment Plan Review active.
- Body art regulations (still in progress)
- Well regulations (still in progress)
- Discussion of Tessa taking over bed bottom inspections from Felix – Current Title V agent.
- Residential Kitchen reminder sent out to the active Residential Kitchen in town.
- Submitted the After-Action report from our November Public Health Emergency Response Framework TTX.
- Submitted the (2) Checklists for Drop Off Equipment Grant Award to DEP.
- Received the Grant Scope of work forms for the 2 Drop Off Equipment Grant awards – awaiting signatures to send back to DEP.
- Submitted the Grant Scope of Work to DEP for the SMRP Grant.



# Town of Warren Appointment Application - Planning Board Member -

Date: 12/2/2025

Name	Karyn Wood
Street Address	521 Brimfield Road
Mailing Address	PO Box 1162, Warren, MA
Email	karyn.alexandra@gmail.com
Phone	857.998.8532

# KARYN A. WOOD

521 Brimfield Road Warren MA 01083 • karyn.alexandra@gmail.com • (857) 998-8532

December 2, 2025

Dear Board of Selectment,

I'm reaching out to express my interest in the open position on the Planning Board. I've been a resident of Warren since early 2024, and although I'm relatively new to the area, I've quickly fallen in love with the peace and natural beauty surrounding our town. I'd love the chance to be involved in shaping its future and helping it grow in a way that benefits all of us.

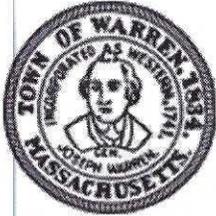
I'm excited about the idea of contributing to the planning process, especially when it comes to maintaining the unique character of our town while supporting thoughtful and responsible development. I think it's important to make sure we grow in a way that preserves what makes our community special, and I'd love to be part of that conversation.

While I haven't served on a planning board before, I'm highly organized and really invested in the success of this town. I'm eager to get involved, learn, and contribute in any way I can.

I appreciate your consideration and am excited for the chance to get involved.

Sincerely,

Karyn Wood



# Town of Warren

## Appointment Application

### - Planning Board Member -

Date: 11/24/2025

Name	CHARLES LYMAN
Street Address	47 HILLSIDE AVE.
Mailing Address	P.O. BOX 1225, WARREN, MA 01083-1225
Email	charlie.lyman1587@gmail.com
Phone	(413) 436-8187, cell (954) 299-0851

11/25/2025

Charles G. Lyman  
47 Hillside Ave.  
P.O. Box 1225  
Warren, MA 01083-1225

Town of Warren  
Board of Selectmen  
P.O. Box 609  
Warren, MA 01083-0609

Dear Warren Board of Selectmen,

I wish to apply for the open position on the Warren planning board. I do have an interest in how our town's growth is managed. I value our small-town atmosphere but realize that population growth is inevitable and should be planned for.

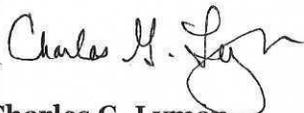
I am a 1973 graduate of Quaboag Regional High School. I lived in W. Brookfield from 1955-2008 before moving to South Florida for 10 years. I returned to Massachusetts in 2018 and settled in Warren, at 47 Hillside Ave.

I served on the West Brookfield Common Committee in the 1990's. I'm not sure of the year, but about 1992. I also served on the Quaboag Regional Middle/High School Building Committee throughout the planning and construction phases.

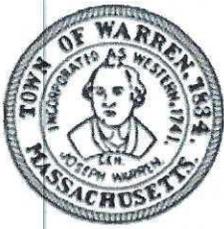
I am an honorably discharged U.S. Navy veteran. My active duty was from 1976-1980. I am now retired after spending 44 years in the construction industry. First as a waterproofing/joint sealants applicator and then as an estimator. For the last 30 years of my career, I was an estimator for DeBrino Caulking Associates, Inc., 1304 Route 9, Castleton, NY 12033. I can provide a full résumé, DD-214, and references if needed.

Thank you for considering this application.

Sincerely,



Charles G. Lyman  
47 Hillside Ave  
P.O. Box 1225  
Warren, MA 10183-1225  
Phone: (413) 436 - 8187  
Cell: (954) 299 - 0851



**Town of Warren**  
**Appointment Application**  
**- Planning Board Member -**

Date: 11-24-25

Name Charlene Farris

Street Address 331 Brimfield Rd

Mailing Address PO Box 1066

Email cfarris41358@gmail.com

Phone 413 436 8533 (Home) 774 347-2792 (cell)

Charlene Farris  
331 Brimfield Rd.  
PO Box 1066  
Warren, MA

November 24, 2025

I have been a resident of Warren for 26 years. I was a Board of Health member and would be interested to sit on the

Planning Board to serve our town. I would like to learn more of how the board works for our small town.

I am a Navy veteran with a communications background.

If chosen I realize it is a volunteer position until the next election in May of 2026.

Thank you

Charlene Farris

## Town Administrator

---

**From:** Colleen Koss <office@warrenwater.works>  
**Sent:** Monday, December 22, 2025 9:10 AM  
**To:** Town Administrator  
**Cc:** Richard Eichacker  
**Subject:** RE: Brimfield Road, Lot A

Good morning thank you for reaching out to the Warren Water District with this opportunity. I have reached out to the commissioners and will respond to you prior to the Jan 5<sup>th</sup> 2026 deadline.

Thank you,  
Colleen Koss  
Office Administrator/District Clerk  
Warren Water District  
P.O. Box 536  
988 Main Street  
Warren, MA 01083-0536  
413-436-9819

---

**From:** Town Administrator <townadministrator@warren-ma.gov>  
**Sent:** Friday, December 19, 2025 11:45 AM  
**To:** Colleen Koss <office@warrenwater.works>  
**Cc:** Richard Eichacker <Eichacker@warren-ma.gov>  
**Subject:** Brimfield Road, Lot A

Good morning,

The Board of Selectmen wanted me to reach out to both water districts to see if either district had an interest in purchasing Parcel 30-0-2.3 (portion) Lot A on Brimfield Road, Warren (see attached documents). This parcel is currently in Chapter 61A, and the Town has the first right of refusal on the land. The Board will be meeting on 1/8 to determine whether to exercise its right of refusal. Please let me know by 1/5 if the Warren Water District has an interest in purchasing this property. Should you have any questions please feel free to contact me.

Thanks,



James J. Ferrera  
Town Administrator  
48 High Street  
PO Box 609  
Warren, MA 01083  
Email: [townadministrator@warren-ma.gov](mailto:townadministrator@warren-ma.gov)

## Town Administrator

---

**From:** Town Administrator  
**Sent:** Friday, December 19, 2025 12:38 PM  
**To:** 'Kathy Duncan'  
**Cc:** Richard Eichacker  
**Subject:** Brimfield Road, Lot A  
**Attachments:** 12. First right of refusal.pdf

Good afternoon,

The Board of Selectmen wanted me to reach out to both water districts to see if either district had an interest in purchasing Parcel 30-0-2.3 (portion) Lot A on Brimfield Road, Warren (see attached documents). This parcel is currently in Chapter 61A, and the Town has the first right of refusal on the land. The Board will be meeting on 1/8 to determine whether to exercise its right of refusal. Please let me know by 1/5 if the West Warren Water District has an interest in purchasing this property. Should you have any questions please feel free to contact me.

Thanks,



James J. Ferrera  
Town Administrator  
48 High Street  
PO Box 609  
Warren, MA 01083  
Email: [townadministrator@warren-ma.gov](mailto:townadministrator@warren-ma.gov)  
Phone: (413) 436-5701 Ext. 107



**SELECTBOARD  
TOWN OF WARREN**

The undersigned, being the members of the **Town of Warren Selectboard**, hereby state and agree that the Town of shall not exercise its option, pursuant to M.G.L. c. 61, to purchase that parcel of land in the Town of Warren shown as “Lot A” which consists of 7.067 Acres, all shown on a plan of land entitled “Plan of Land of Map 30 Lot 2.3”, which plan was prepared by Levesque Geomatics Inc, and is dated October 22, 2025, which plan is recorded with the Worcester Registry of Deeds in Plan Book \_\_\_\_\_, Plan \_\_\_\_\_, and which is owned by **Fountain and Sons Construction Co., Inc.** and is a portion of the property described in a deed recorded in Worcester County Registry of Deeds in Book 59741 Page 250, and more particularly referred to in the following Notices:

1. A Classification/Lien concerning a portion of the Property pursuant to M.G.L. c. 61 which is dated March 24, 2009 and recorded in Worcester Book 44086 Page 152.

The purpose of this Notice is to confirm that the Town of Warren Board of Selectmen waives the right of first refusal concerning the portion of the property identified in this Notice created by the liens/classifications referred to herein.

Town of Warren Board of Selectmen  
BY:

Dated: \_\_\_\_\_

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

**COMMONWEALTH OF MASSACHUSETTS**

On this            day of \_\_\_\_\_, 202\_\_\_\_, before me the undersigned  
Notary Public, personally appeared the above named

---

\_\_\_\_\_ proved to me through satisfactory evidence of identification,  
which were \_\_\_\_\_, to be the persons whose names are signed on  
the preceding or attached document, and acknowledged to me that they signed it voluntarily for  
its stated purpose on behalf of the Town of Warren.

---

Notary Public  
My Commission Expires:

**SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL**

**GRANT SCOPE OF WORK  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)  
AND THE TOWN OF WARREN (“Grantee”)**

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Town of Warren (“Grantee”) a Sustainable Materials Recovery Program Grant for an Open Top Roll-off Container to collect glass (“Grant”) valued at up to \$8,000. This Grant will assist Grantee with establishing or expanding diversion programs for targeted materials at a municipal recycling drop-off or transfer station. The Grantee shall comply with the specific terms and conditions described below in the performance of the Grant. MassDEP and Grantee shall collectively be referred to as the Parties.

**Duration of the Grant:** This grant expires on **June 30, 2026**. Invoicing and Reporting deadlines are described below.

**RESPONSIBILITIES OF THE GRANTEE**

1. **Authority:** The signatory of this Grant Scope of Work is authorized by the governing body of the Grantee to enter into this Grant Scope of Work on behalf of the Grantee and accept and utilize this Grant.
2. **Commonwealth Terms and Conditions:** The Grantee shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Grantee’s executed Master Agreement.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Grantee fails to comply with any of its responsibilities as identified in the Grant Scope of Work, then, at the election of MassDEP, (a) the Grantee may be deemed ineligible to participate for what time remains of the Grant period; and/or (b) title to all Grant materials purchased with these Grant funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Grantee not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years; and/or (d) the Grantee shall repay the Grant funds to MassDEP within 90 days. MassDEP may provide written notice to the Grantee of any such failure to comply. Such notice may provide a time period and manner for the Grantee to cease or remedy the failure. Such notice from MassDEP of any such failure by the Grantee is not a precondition to MassDEP’s right to select options (a), (b), (c) and or (d) above. The Grantee shall follow the instructions of MassDEP regarding possession of the Grant materials (e.g., collection container). The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Grantee shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Grantee has established paper, bottle, and can recycling in all municipal buildings, offices and meeting spaces, including schools. The Grantee shall continue such paper, bottle and can recycling during the term of the Grant.
5. **Notification of Buy Recycled Policy:** The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and distributes an annual notification of the Buy Recycled Policy, ordinance or bylaw to all staff, department heads and employees with purchasing authority. This notice shall be sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator or Chief Purchasing Officer and highlights specific opportunities to buy recycled products, the benefits of buying recycled products, and encourages the purchase of these products. The Grantee shall continue to send an annual notification during the term of the Grant.
6. **Use of Grant Funds:** Grant funds are to be used for an Open Top Roll-off Container to collect glass to collect glass (source separated). Grantees are required to purchase a 20 or 30 CY heavy-duty open top roll-off container for collection of source-separated glass for processing. Any additional grant funds (up to \$8,000) may be used towards purchase of a gable top. Grantee must meet the following conditions:
  - a. Equipment shall be utilized only for the collection and recycling of glass (source separated) for a minimum of 5 years unless otherwise approved in writing by MassDEP.
  - b. Equipment must be permanently labeled with MassDEP’s logo and “Funded by a grant from MassDEP.”
7. **Invoicing:** All Grant funds are disbursed on a reimbursement basis only. After expending funds for an eligible expense, the Grantee shall submit a request for reimbursement (“invoice”) to MassDEP, accompanied by the documentation listed below. **Invoices must be submitted by June 30, 2026.** The Grantee shall submit one request for reimbursement of equipment and signage for approved expenditures accompanied by the following

documentation:

- a. Proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, extended price and shipping costs, if any;
  - b. Evidence that the Grantee's program is operational, including the destination of collected material; and
  - c. Photograph(s) of the equipment in use at the recycling center or transfer station, including signage.
8. Property Rights: Upon delivery from the vendor, the Grantee shall retain exclusive possession of the equipment, subject to the provisions of this Grant Scope of Work. The Grantee shall be solely responsible to ensure the equipment against damage, theft or loss during the time in which said equipment is in the possession, custody, or control of the Grantee. For the duration of this Grant, 1) the Grantee shall not sell, lease, loan or otherwise transfer rights or possession to the Grant materials unless it has received prior written authorization from MassDEP, and 2) if the Grantee determines any or all of the Grant materials are not needed for the granted use, the Grantee shall assist MassDEP in the transfer of the Grant materials to (an) other municipality(ies), or be given authorization to surplus the materials if MassDEP determines that the Grant materials have no value to the Commonwealth.
9. Reporting: Grantee shall file an annual Recycling and Solid Waste survey by February 15, via ReTRAC, for the duration of this Grant. Failure to comply with these reporting requirements may jeopardize future grant awards.
10. Publicity and Outreach:
- a. All outreach materials and publicity tools (i.e., press releases, media advisories, educational materials, etc.) issued by the Grantee in conjunction with or as a result of this Grant shall include the following language: "This project is funded in part by a Grant from the MassDEP".
  - b. The Grantee should be prepared to provide a public presentation on the results or findings of the Grant at the request of MassDEP.
11. Environmental Compliance: The Grantee understands receipt of a grant from MassDEP does not in any way imply that the Grantee is in compliance with applicable environmental regulations. This Grant Scope of Work shall not be construed as, nor operate as, relieving the Grantee or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Grantee's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.
12. Addendums: Should MassDEP award additional Grant funds, an addendum to the Grant Scope of Work shall be provided to the Grantee. The same terms and conditions apply to the addendum.

IN WITNESS WHEREOF, MassDEP and the Grantee hereby execute this Grant Scope of Work.

**COMMONWEALTH OF MASSACHUSETTS**

By: \_\_\_\_\_ (Date)  
John Fischer, Deputy Division Director, Solid Waste  
Department of Environmental Protection

**Town of Warren**  
Municipal Official(s) Authorized to sign: **Chair Selectboard**

By: \_\_\_\_\_ (Date)  
(Signature)

\_\_\_\_\_  
(Print Name) (Title)

**GRANT SCOPE OF WORK  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)  
AND THE TOWN OF WARREN (“Grantee”)**

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Town of Warren (“Grantee”) a Sustainable Materials Recovery Program Grant for a Universal Waste Shed (“Grant”) valued at up to \$5,000. This Grant will assist Grantee with establishing or expanding diversion programs for targeted materials at a municipal recycling drop-off or transfer station. The Grantee shall comply with the specific terms and conditions described below in the performance of the Grant. MassDEP and Grantee shall collectively be referred to as the Parties.

**Duration of the Grant:** This grant expires on **June 30, 2026**. Invoicing and Reporting deadlines are described below.

**RESPONSIBILITIES OF THE GRANTEE**

1. **Authority:** The signatory of this Grant Scope of Work is authorized by the governing body of the Grantee to enter into this Grant Scope of Work on behalf of the Grantee and accept and utilize this Grant.
2. **Commonwealth Terms and Conditions:** The Grantee shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Grantee’s executed Master Agreement.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Grantee fails to comply with any of its responsibilities as identified in the Grant Scope of Work, then, at the election of MassDEP, (a) the Grantee may be deemed ineligible to participate for what time remains of the Grant period; and/or (b) title to all Grant materials purchased with these Grant funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Grantee not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years; and/or (d) the Grantee shall repay the Grant funds to MassDEP within 90 days. MassDEP may provide written notice to the Grantee of any such failure to comply. Such notice may provide a time period and manner for the Grantee to cease or remedy the failure. Such notice from MassDEP of any such failure by the Grantee is not a precondition to MassDEP’s right to select options (a), (b), (c) and or (d) above. The Grantee shall follow the instructions of MassDEP regarding possession of the Grant materials (e.g., collection container). The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Grantee shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Grantee has established paper, bottle, and can recycling in all municipal buildings, offices and meeting spaces, including schools. The Grantee shall continue such paper, bottle and can recycling during the term of the Grant.
5. **Notification of Buy Recycled Policy:** The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and distributes an annual notification of the Buy Recycled Policy, ordinance or bylaw to all staff, department heads and employees with purchasing authority. This notice shall be sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator or Chief Purchasing Officer and highlights specific opportunities to buy recycled products, the benefits of buying recycled products, and encourages the purchase of these products. The Grantee shall continue to send an annual notification during the term of the Grant.
6. **Use of Grant Funds:** Grant funds are to be used for a Universal Waste Shed to collect universal waste (e.g. fluorescent lamps, certain batteries) and mercury containing devices (thermostats, thermometers, switches). Funds must be used to purchase a shed or other type of rigid, weather-proof structure, which must be a minimum of 80 square feet. Grantee must meet the following conditions:
  - a. Equipment shall be utilized only for the collection and recycling of Universal Waste for a minimum of 5 years unless otherwise approved in writing by MassDEP.
  - b. Equipment must be permanently labeled with MassDEP’s logo and “Funded by a grant from MassDEP.”
  - c. When collected and consolidated, universal waste must be managed according to the Universal Waste regulations at 310 CMR 30.1000.
  - d. Grantee may utilize a vendor on [Massachusetts State Contract FAC110 for Universal Waste collection and recycling](#). The cost of services will be borne by Grantee.
  - e. The collection shed must be within sight of an attendant and open at least one day per month for the

- municipality's residents. Small businesses may also drop off Universal Waste, at the discretion of the Grantee.
- f. If the Universal Waste shed is placed at an existing municipal solid waste transfer station, the owner/operator of the transfer station must file a certification 30 days prior to placement of the shed as this is considered a modification in design and operation of the transfer station. Certification is not required for a Universal Waste shed placed at a non- solid waste site, as in a DPW yard.
7. **Invoicing:** All Grant funds are disbursed on a reimbursement basis only. After expending funds for an eligible expense, the Grantee shall submit a request for reimbursement ("invoice") to MassDEP, accompanied by the documentation listed below. **Invoices must be submitted by June 30, 2026.** The Grantee shall submit one request for reimbursement of equipment and signage for approved expenditures accompanied by the following documentation:
    - a. Proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, extended price and shipping costs, if any;
    - b. Evidence that the Grantee's program is operational, including the destination of collected material; and
    - c. Photograph(s) of the equipment in use at the recycling center or transfer station, including signage.
  8. **Property Rights:** Upon delivery from the vendor, the Grantee shall retain exclusive possession of the equipment, subject to the provisions of this Grant Scope of Work. The Grantee shall be solely responsible to ensure the equipment against damage, theft or loss during the time in which said equipment is in the possession, custody, or control of the Grantee. For the duration of this Grant, 1) the Grantee shall not sell, lease, loan or otherwise transfer rights or possession to the Grant materials unless it has received prior written authorization from MassDEP, and 2) if the Grantee determines any or all of the Grant materials are not needed for the granted use, the Grantee shall assist MassDEP in the transfer of the Grant materials to (an) other municipality(ies), or be given authorization to surplus the materials if MassDEP determines that the Grant materials have no value to the Commonwealth.
  9. **Reporting:** Grantee shall file an annual Recycling and Solid Waste survey by February 15, via ReTRAC, for the duration of this Grant. Failure to comply with these reporting requirements may jeopardize future grant awards.
  10. **Publicity and Outreach:**
    - a. All outreach materials and publicity tools (i.e., press releases, media advisories, educational materials, etc.) issued by the Grantee in conjunction with or as a result of this Grant shall include the following language: "This project is funded in part by a Grant from the MassDEP".
    - b. The Grantee should be prepared to provide a public presentation on the results or findings of the Grant at the request of MassDEP.
  11. **Environmental Compliance:** The Grantee understands receipt of a grant from MassDEP does not in any way imply that the Grantee is in compliance with applicable environmental regulations. This Grant Scope of Work shall not be construed as, nor operate as, relieving the Grantee or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Grantee's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.
  12. **Addendums:** Should MassDEP award additional Grant funds, an addendum to the Grant Scope of Work shall be provided to the Grantee. The same terms and conditions apply to the addendum.

**IN WITNESS WHEREOF**, MassDEP and the Grantee hereby execute this Grant Scope of Work.

**COMMONWEALTH OF MASSACHUSETTS**

By: \_\_\_\_\_  
 John Fischer, Deputy Division Director, Solid Waste  
 Department of Environmental Protection

\_\_\_\_\_  
 (Date)

**Town of Warren**  
 Municipal Official(s) Authorized to sign: Chair Selectboard

By: \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Title)

## AGREEMENT

THIS AGREEMENT made this 6th day of January in the year Two Thousand and 2026, between Diversified Construction Services, LLC, with a usual place of business at P.O. Box 2093, Amherst, MA 01004, hereinafter called the CONTRACTOR, and the Town of Warren, acting by its Board of Selectmen, with a usual place of business at 48 High Street, P.O. Box 609, Warren, MA 01083, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the Inclined Wheelchair lift Replacement Project at the Shepard Municipal Building, 48 High Street, Warren, MA in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any supplemental general conditions are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \$109,000.00.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before Friday, April 3, 2026.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of

the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$250 per day.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
- (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution

and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:
- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work, and the Contractor shall be liable to the Owner for the cost thereof.

J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such

endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed, Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There \_\_\_ is \_\_\_ is not a project architect-engineer for this project who is \_\_\_\_\_. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
  - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
  - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
  - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.

- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
  2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
  - (b) An agreed lump sum.

- (c) The actual cost of:
  - (1) Labor.
  - (2) Materials entering permanently into the work.
  - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
  - (4) Power and consumable supplies for the operation of power equipment.
  - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation to Bid  
Instructions to Bidders  
This Contract Form  
Bid Form

Performance Bond  
Labor & Materials Payment Bond  
Non-Collusion Certificate  
Tax Compliance Certificate  
Clerk's Certificate of Corporate Vote  
Certificate of Insurance  
General Conditions  
Supplementary General Conditions  
General Requirements  
Specifications and Addenda  
Contract Drawings  
Schedule of Prevailing Wages  
(Strike out any inapplicable item)

12. Terms Required by Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner

harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Remainder of page intentionally blank.]

AGREED:

**TOWN OF WARREN, MASSACHUSETTS**  
(Owner)

By its Board of Selectmen

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

**CONTRACTOR:** Diversified Construction Services, LLC

By \_\_\_\_\_

Joshua Kenney  
(Name)

President  
(Title)

P.O. Box 2093  
(Address)

Amherst, Massachusetts 01004  
(City and State)

Approved as to Form:

By \_\_\_\_\_  
(Owner's Counsel)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the Board of Selectmen has been authorized to execute the contract and approve all requisitions and change orders.

By Madeline Witaszek  
(Owner's Accountant)

Madeline Witaszek  
(Name)

## **SECTION 00900**

### SPECIFICATIONS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

A. Stair Lift for Straight or Turning Stairs.

##### 1.2 RELATED SECTIONS

A. Section 03 30 00 - Cast-in-Place Concrete: Anchor placement in concrete.

B. Section 04 20 00 - Unit Masonry: Anchor placement in masonry.

C. Section 06 10 00 - Rough Carpentry: Blocking in framed construction for lift attachment.

D. Section 09 21 16 - Gypsum Board Assemblies: Stair walls.

E. Section 26 31 00 - Photovoltaic Collectors: Building Fire Alarm Integration system to connect the lift control system with the building fire alarm system.

F. Division 26 - Electrical: Electrical power service panel and wiring connections.

G. Division 26 - Electrical: Concealed low voltage control wiring.

H. Division 26 - Electrical: Intercom and wiring.

##### 1.3 REFERENCES

A. ASME A17.5 - Elevator and Escalator Electrical Equipment.

B. ASME A18.1a 2001 - Safety Standard for Platform Lifts and Stairway Chairlifts.

C. CSA B44.1 - Elevator and Escalator Electrical Equipment.

D. CSA B355 - Lifts for Persons with Physical Disabilities.

E. ICC/ANSI A117.1 - Accessible and Usable Buildings and Facilities.

F. NFPA 70 - National Electric Code.

G. CSA - National Electric Code.

#### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Submit manufacturer's installation instructions, including preparation, storage and handling requirements.
  - 2. Include complete description of performance and operating characteristics.
  - 3. Show maximum and average power demands.
- C. Shop Drawings:
  - 1. Show typical details of assembly, erection and anchorage.
  - 2. Show complete layout and location of equipment, including required clearances.

#### QUALITY ASSURANCE

- D. Manufacturer Qualifications: Firm with minimum of 10 to 15 years documented experience in manufacturing of inclined wheelchair platform lifts of installations of type specified.
- E. Installer Qualifications: Firm licensed to install equipment of this scope, with evidence of experience with specified equipment. Installer shall maintain an adequate stock of replacement parts and have qualified people available to ensure timely maintenance and callback service at the project site.

#### 1.5 REGULATORY REQUIREMENTS

- A. Provide platform lifts in compliance with:
  - 1. ASME A18.1 - Safety Standard for Platform Lifts and Stairway Chairlifts.

#### 1.6 PROJECT CONDITIONS

- A. Do not use wheelchair lift for hoisting materials or personnel during construction period.

#### 1.7 WARRANTY

- A. Warranty: Provide a two-year limited warranty covering replacement of defective parts and excluding labor. Preventive maintenance agreement required.
- B. Extended Warranty: Provide an additional five-year limited warranty covering replacement of defective parts and excluding labor for a total of seven years. Preventive maintenance agreement required.

#### 1.8 MAINTENANCE SERVICE

- A. Furnish service and maintenance for elevator system and components for the following period from Date of Substantial Completion.
  - 1. Two years.
- B. Include systematic examination, adjustment, and lubrication of elevator equipment. Repair or replace parts whenever required. Use parts produced by manufacturer of original equipment. Replace wire ropes when necessary to maintain required factor of safety.
- C. Perform maintenance work using competent and qualified personnel approved by elevator manufacturer or original installer.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garaventa Lift; United States - P.O. Box 1769, Blaine, WA

98231-1769. Canada - 18920 36th Ave., Surrey, BC V3Z 0P6. ASD. Toll Free: 800-663-6556. Tel: (604) 594-0422. Fax: (604) 594-9915. Email: [productinfo@garaventlift.com](mailto:productinfo@garaventlift.com); or an equal.

## 2.2 STAIR LIFT FOR STRAIGHT OR TURNING STAIRWAYS

A. Inclined Platform Lift: Garaventa Stair-Lift, Model GSL Artira or an equal model inclined platform lift for straight and turning stairways. Lift consists of a tubular guide rail system, a folding platform that is moved along the guide rails by a rope sprocket drive system, overspeed safety system and call stations at each landing. Would also consider the modernization of the existing inclined wheelchair lift. Conform to the following design requirements:

### 1. Application:

a. Indoor.

2. Platform Load Rating: 660 lbs. (330 kg).

3. Travel Speed: 20 fpm (101.6 mm/s), slowing to 50 percent of rated speed before entering and while rounding corners.

4. Platform Deck: 16-gauge (1.6 mm) sheet metal coated with electrostatically applied and baked anti-skid Sandex black paint.

a. Platform Size A (ADA Compliant): 31-1/2 inches (800 mm) wide by 48 inches (1220 mm) long.

### 5. Platform Operation:

a. Automatic Fold: Folded and unfolded electrically from the call station.

b. Emergency Manual Fold: When unit is left in the open position, platform may be manually folded and retained in closed position.

### 6. Under Platform Obstruction Sensing:

a. Provide an under-platform sensing device to stop the platform from traveling in the downward direction when encountering 4 lbs. (1.8 kg) of pressure.

b. Platform is permitted to travel in the opposite direction of obstruction to allow clearing.

### 7. Passenger Restraining Arms:

a. Platform equipped with retractable passenger restraining arms in compliance with ASME A18.1a.

b. Arms stop moving when an obstruction causing 4 lbs. (1.8 kg) of pressure is encountered and will immediately retract when the signal is removed.

c. Provide with means to manually unlock and open the restraining arms for passenger emergency evacuation.

d. Arms are folded and unfolded electrically from the call stations or platform controls.

e. Top of arms mounted 37-3/8 inches (948 mm) above the platform deck. When

in guarding position, the arms are located above the perimeter of the platform.  
f. The gaps between ends of arms shall not exceed 4 inches (100 mm).

#### 8. Boarding Ramps:

- a. Provide boarding sides of platform with retractable ramps positioned for travel at a height of 6 inches (152 mm) measured vertically above the platform deck.
- b. Lock ramps in their guarding positions during travel. When the platform is at the landing, only the retractable ramp servicing the landing shall be operable.
- c. Ramps shall be folded and unfolded electrically.
- d. Retractable ramps, in the guarded position, shall withstand a force of 125 lbs. (556 N) applied on any 4-inch (100 mm) by 4-inch (100 mm) area. This force shall not cause the height of the ramp, at any point in its length, to be less than 6 inches (152 mm) measured vertically above the platform deck.
- e. Provide a means to manually unlock the ramps for emergency evacuation when platform is located at a landing.
- f. Provide with a bi-directional obstruction sensitive device on the travel direction side end of the platform to stop lift when 1.8 kg (4 lbs.) of pressure is encountered. Platform is permitted to travel in the opposite direction of obstruction to allow clearing.

14 42 13 -4

- g. When platform folds, passenger restraining arms shall fold down and be covered by the folded platform.

#### 9. Platform Kick Plate:

- a. Provide non-boarding and non-guide-rail side of the platform with a kick plate barrier not less than 6 inches (152 mm) in height, measured vertically from the platform deck.
- b. When the platform is folded the sidewall shall cover the platform controls providing protection from vandalism.

#### 10. Pedestrian Safety Lights:

- a. Equip platform with amber pedestrian safety lights located at both ends of the platform to alert pedestrian traffic that the platform is on the stairway.

#### 11. Hand Grips:

- a. Equip platform with two 6-7/8 inches (174 mm) long by 1-1/4 inch (32 mm) diameter aluminum hand grips or grab bars on the front face of the platform with the top being 33-1/4 inch (845 mm) above the platform deck.

#### 12. Clearance Dimensions:

- a. When folded platform shall not protrude more than 12-5/8 inches (321 mm) to 13-5/8 inches (346 mm) from mounting surface.
- b. When unfolded and in use platform shall not protrude more than 40 inches (1015 mm) to 41 inches (1040 mm) from wall.

#### 13. Controls:

- a. Platform Controls: 24 V Low Voltage type.
- b. Platform equipped with emergency stop switch located within reach of the passenger 37-1/8 inches (942 mm) above platform deck. When activated emergency stop button shall cause electric power to be removed from the drive system stopping lift immediately.
- c. Operating controls shall be two separate 1-1/2 inches (36 mm) round continuous pressure buttons with directional arrows mounted on the front surface of the platform control panel.
- d. Directional buttons shall prompt the user with the available travel direction by illuminating the appropriate button.
- e. When platform arrives at landing and the user releases the directional button, the passenger restraining arms and boarding ramp shall unfold automatically allowing passengers to disembark.
- f. Platform shall be equipped for:
  - 1) Keyless operation.

14. Passenger Seat: Fold-down type with safety belt.

15. Attendant Handheld Pendant Control: Provide with plug-in socket on platform control panel.

16. Pedestrian Audio Alert: Provide chime mounted on platform to indicate platform is folded up and in motion, traveling on stairway.

17. Platform On Board Emergency Alarm: Provide platform with on board alarm that sounds when emergency stop button is pushed. Provide battery backup for platform on board alarm.

18. Under Hanger Sensing: Provide bottom of platform hanger with a sensing plate to stop the platform from traveling in the downward direction when encountered with 4 lbs. (1.8Kg) of pressure. It shall be possible to drive the platform away from the obstruction.

#### B. Drive and Guide Rail System

##### 1. Operation:

- a. Motor: 2 H.P. electric motor with an integrated brake.
- b. Required Power: 208-240 VAC, single phase, 50/60 Hz. on a dedicated 20 amp circuit. Rated current shall be 7 amps for operation with rated load.
- c. Locate roped sprocket drive system consisting of a motor, gearbox and PCC controller (Programmable Configuration Controller) at the upper end of the 14 42 13 -5 tubes. PCC controller shall be custom programmed to soft start and stop and the slow down platform travel speed for all corners and landings of the lift. Normal operating speed shall be 20 feet per minute (6 m per minute), slowing to 50 percent of this speed before entering and while rounding corners.
- d. Equip drive with an emergency manual lowering system.

##### 2. Standard Drive Cabinet:

- a. Cabinet: 20-1/2 inches (520 mm) wide by 41-1/2 inches (1053 mm) high by 10-5/8 inches (270 mm) deep.
- b. Cabinet door is key locked and monitored with an electrical cutout safety switch.
- c. Provide an integrated lockable main disconnect switch and breaker on the drive cabinet.

### 3. Guide Rail:

- a. Construct of two 2-inch (51 mm) diameter steel tubes spaced 23-5/8 inches (600 mm) apart vertically. Tubes will run parallel to the stairs and horizontal to landings throughout the length of travel.
- b. When negotiating a horizontal landing a third 2-inch (51 mm) diameter steel tube shall be added to the tube system to guide and stabilize platforms.
- c. Tube system shall not protrude more than 4-7/8 inches (125 mm) to 5-7/8 inches (150 mm) from the wall.
- d. Suspension means contained in the tubes shall be a 3/8-inch (8 mm) diameter galvanized steel core wire rope with a breaking strength of 9460 pounds (4300 kg).
- e. Locate over speed safety at the bottom of the tube assembly and shall consist of a mechanical overspeed sensor and brake with electrical drive cut-out protection.
- f. Provide a final limit switch at the upper end of the tubes to stop the platform if it travels past the normal terminal stopping device.

### 4. Rail Mounting:

- a. Tower Mount Struts: Provide with 2-1/2 inches (65 mm) by 2-1/2 inches (65 mm) hollow structural steel tubular posts to support the guide rails.

### C. Call Stations:

1. Provide a call station at each serviced landing that will automatically shut off if left unattended for over 2 minutes.
2. Call stations, 24 V low voltage with four illuminated 2 inches (51 mm) by 2 inches (51mm) square membrane touch sensitive buttons: one touch platform fold, one touch platform unfold and two directional call and send buttons.
3. Provide call stations with Smart-Lite Technology or equal to prompt the user with the next sequential step of operation. Call station buttons will emit an audible "beep" when pushed to confirm button activation to the user.

### 4. Call stations shall equipped for:

- a. Keyless operation.

### 5. Call Station Mounting:

- a. Lower and Intermediate landing call station.
  - 1) Provide surface mounted call station.
- b. Upper landing call station.
  - 1) Provide surface mounted call station on guide rail.

### D. Finish Environment Requirements:

1. Design and fabricate lift to manufacturer's standard design for indoor location.
2. Stainless Steel Components: Design and fabricate lift using the following:
  - a. Guide rails shall be supplied in stainless steel.
  - b. Handrails shall be supplied in stainless steel.

- c. Support towers shall be supplied in stainless steel.
  - d. Drive box shall be supplied in stainless steel.
- 14 42 13 -6
- e. Platform sensing plate shall be supplied in stainless steel.
  - f. Fasteners for rail assembly and anchoring shall be supplied in stainless steel.
3. Design and fabricate lift to manufacturer's standard design for outdoor location.
- a. Lift to include all modifications recommended by manufacturer for reliable performance in outdoor climate of lift installation site.
  - b. Provide an outdoor weatherproofing package including zinc rich primer on steel surfaces, weather-resistant sealant on the electrical components, stainless steel or plated fasteners and a weatherproofed stainless steel or zinc plated drive box.
  - c. Platform control cover shall be fabricated of a Silver Grey injection-molded polymer.
4. Painting: After pretreating paint with electrostatically applied and baked powder coat as follows:
- a. Fine Textured Satin Grey (RAL 7030).

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify required supports are correct.
- C. Verify electrical rough-in is at correct locations.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- E. Contractor is responsible for obtaining any necessary permits prior to the start of any work, including but not limited to building and electrical.
- F. Contractor is responsible for obtaining any necessary variances required by the Massachusetts Architectural Access Board, a time variance has already been granted until April 4, 2026.

### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### 3.3 INSTALLATION

- A. Install platform lifts in accordance with in compliance with regulatory requirements specified and the manufacturer's instructions.
- B. Install system components and connect to building utilities.
- C. Accommodate equipment in space indicated.
- D. Startup equipment in accordance with manufacturer's instructions.
- E. Adjust for smooth operation.
- F. Installation should have minimal disruption to the rest of the building.

### 3.4 FIELD QUALITY CONTROL

- A. Perform tests in compliance with regulatory requirements specified and as required by authorities having jurisdiction.
- B. Schedule tests with agencies and Architect, Owner, and Contractor present.
- C. Contractor is responsible for scheduling any final inspections required by the Building Department and ensuring that all permits are closed out upon completion of work.

### 3.5 PROTECTION

- A. Protect installed products until completion of project.  
14 42 13 -7
- B. Touch-up, repair or replace damaged products before Substantial Completion.

### 3.6 DECOMMISSIONING

- A. Contractor is responsible for the decommissioning and removal of existing lifts.

End of Section.



# TOWN ADMINISTRATOR

CHARLES E. SHEPARD MUNICIPAL BUILDING

48 High St. • P. O. Box 609 • Warren, MA 01083-0609 • Tel. 413-436-5701 • Fax 413-436-9754

January 5, 2026

Town of West Brookfield  
Mr. Roland Sickenberger  
Chair, Board of Selectmen  
2 East Main Street  
P.O. Box 372  
West Brookfield, MA 01585

**RE: Fire / EMS Department Resources**

Chair Sickenberger,

I hope this letter finds you and the Town of West Brookfield well. I am reaching out to you on behalf of the Warren Board of Selectmen to invite you and your members to an upcoming Selectmen's meeting in Warren to have a discussion regarding the daily operational needs of the West Brookfield fire department. It is the Board's understanding that the West Brookfield fire department is currently experiencing a transitional period that requires expanded assistance from the Town of Warren. The Warren Board of Selectmen would like to understand what West Brookfield's plan is for staffing and operating its fire services department. The Town of Warren clearly understands the challenges of operating a small rural community with limited resources. Within reason, we are always ready and willing to assist a neighboring community. The Board would like to offer two possible dates for meeting, either **Thursday, January 15<sup>th</sup>** or **Thursday, January 29<sup>th</sup> at 6:00p.m.** at the Warren Senior Center, 2252 Main Street, West Warren. We look forward to having this discussion and your prompt response. If I can be of any assistance in this matter, please don't hesitate to contact me.

Sincerely,

James J. Ferrera  
Town Administrator

Cc: West Brookfield Selectmen  
West Brookfield Town Administrator



**TOWN OF WARREN**  
**INSPECTOR OF BUILDINGS**

P.O. Box 609

Warren, Massachusetts 01083

- (413) 436-5701 ext. 101 – BuildingInspector@warren-ma.gov -

NAME

ADDRESS

CITY, ST, ZIP

DATE

RE: PROPERTY ADDRESS

Dear Property Owner,

On *[date of first letter]* a letter and application were sent to you requesting you contact the Warren Building Department office to schedule a required inspection of *[address]*.

In accordance with Massachusetts Building Code 780 CMR 10<sup>th</sup> Edition Table 110 as amended, your multi-family structure is required to be inspected every five years by the Building Department. These inspections are done to ensure the public safety of anyone entering the **COMMON AREAS** of your facility.

This office has no record of response to the *[date of first letter]* request regarding this property. Please complete and file the enclosed application no later than *[30 days from date of letter]*.

Failure to comply may result in enforcement as stipulated in **780 CMR 10<sup>th</sup> Edition S.114.3 Enforcement** and penalties as stipulated in **780 CMR 10<sup>th</sup> Edition S.114.4 Violation Penalties** commencing on *[31<sup>st</sup> day from date of letter]*.

Any and all costs associated in obtaining compliance with this request and inspection will be the responsibility of the property owner.

If you have any questions regarding compliance, please reach out to the office at BuildingInspector@warren-ma.gov.

Thank you in advance for cooperating with this inspection process; we look forward to hearing from you.

Sincerely,  
William Cantell  
Building Commissioner  
Town of Warren

**MULTI-FAMILY STRUCTURE INSPECTIONS  
2025**

PROPERTY ADDRESS	ASSESSOR'S MAP #	MANAGEMENT	MAILING ADDRESS	CITY, STATE, ZIP	NUMBER OF UNITS
2303 MAIN ST	20-0-80	CORRIVEAU RUSTY J. & KATHLEEN C.	PO BOX 385	BRIMFIELD, MA 01010-0385	More than 8 units
* 103 O W BRKFLD RD	18-0-12	KEELAN, LLC ABIGAIL	9 BABCOCK STREET	BROOKLINE, MA 02446	4-8 Units
717 MAIN ST	18-0-54	HOFFMAN PROP PARTNERS, LLC	50 POTTER VILLAGE RD	CHARLTON, MA 01507	3-Family
76 PROSPECT ST	17-0-98	WELTON FAMILY REVOCABLE TRUST	15 KING ROAD	CHARLTON, MA 01507	4-8 Units
32 NORTH ST	21-0-7	ECAC REAL ESTATE, LLC	89 SADDIE HILL ROAD	HOPKINTON, MA 01748	4-8 Units
818 MAIN ST	24-0-18	VERONEX, LLC	108 CORTLAND CIRCLE	LEOMINSTER, MA 01453-4575	4-8 Units
* 5 COMINS POND RD	24-0-167	SONG SHNUANG	PO BOX 41	LEXINGTON, MA 02420-0041	3-Family
13 MILL ST.	23-0-2	13 MILL ST, LLC C/O MATTHEW LACROIX	563 CENTER STREET	LUDLOW, MA 01056	4-8 Units
1205 MAIN ST	17-0-142	JACQUES ROBERT T.	456 MOORE ST.	LUDLOW, MA 01056	3-Family
* 53 BACON ST	18-0-27	WAIMEA PROPERTIES, LLC	2 WEST BROOKFIELD RD	NORTH BROOKFIELD, MA 01535	4-8 Units
38 CARPENTER ST	24-0-112	CASAVANT RENE	31 PROSPECT ST., APT 1	NORTH BROOKFIELD, MA 01535-18	3-Family
47 CRESCENT ST	24-0-160	PHILLIPS GLENN K.	140 BULLARD RD	OAKHAM, MA 01068	4-8 Units
64 SOUTHBRIDGE RD	24-0-160.1	PHILLIPS GLENN K.	140 BULLARD RD	OAKHAM, MA 01068	4-8 Units
13 CRESCENT ST	24-0-169	PHILLIPS GLENN K.	140 BULLARD RD	OAKHAM, MA 01068	4-8 Units
26 O W BRKFLD RD	18-0-20	FOR MY LITTLES,LLC	PO BOX 493	PALMER, MA 01069-0493	4-8 Units
47 NORTH ST.	21-0-130	342 REAL ESTATE, LLC	456 HILL RD	PASCOAG, RI 02859-2909	4-8 Units
2302 MAIN ST	20-0-28	LIZARDO EDWARD	PO Box 368	Peabody, MA 01960-6868	3-Family
29 CHAPEL ST	21-0-135	PROVEST PARTNERS, LLC	82 Wendell AVE, Unit Ste 100	Pittsfield, MA 01201-7066	4-8 Units
723 MAIN ST	18-0-56	KASSIS GROUP	81 OCEANSIDE DR	SCITUATE, MA 02066-2832	3-Family
729 MAIN ST	18-0-57	KASSIS GROUP	81 OCEANSIDE DR	SCITUATE, MA 02066-2832	3-Family
1391 BRIMFIELD RD	11-0-32	LANCTOT PHILLIP R.	819 DENNISON DR	SOUTHBRIDGE, MA 01550	More than 8 units
150 MAPLE ST	23-0-86	RUSSELL JOSEPH A.	1 PAXTON RD	SPENCER, MA 01562-1815	3-Family
15 WINTHROP TRL	24-0-11	RUSSELL JOSEPH A.	1 PAXTON RD	SPENCER, MA 01562-1815	4-8 Units
118 TOWN FARM DR	03-0-74	BEAUMIER ALBERT J. TRUSTEE	175 STATE ST STE 400	SPRINGFIELD, MA 01103-1767	4-8 Units
39 PARKVIEW ST	24-0-91	DAY DORA A	653 BRIMFIELD ROAD	WARREN, MA 01083	3-Family
42 PINE ST	24-0-205	FOSTER ASHLEY NICOLE	PO BOX 2010	WARREN, MA 01083	4-8 Units
51 MAPLE ST	23-0-49	GARCIA-DUBON ELISEO	51 MAPLE STREET	WARREN, MA 01083	3-Family
5 CANADA LN	21-0-75	MENDREK TADEUSZ K. TRUSTEE	PO BOX 1254	WARREN, MA 01083	4-8 Units
14 CARPENTER ST	24-0-115	LUUKKO MICHAEL	14 CARPENTER ST.	WARREN, MA 01083-0270	3-Family
65 PROSPECT ST	17-0-107	WILSON LINDA L. & DAVID M.	PO BOX 368	WARREN, MA 01083-0368	More than 8 units
56 PINE ST	24-0-204	BRIMAGE JEAMMESSAMONET	56 PINE STREET	WARREN, MA 01083-0509	4-8 Units
291 NORTH ST	03-0-20	WENZEL RAYMOND E.	P.O. BOX 580	WARREN, MA 01083-0580	3-Family
5 WINTHROP TRL	24-0-10	COOKSON REBECCA	5 WINTHROP TERRACE	WARREN, MA 01083-0822	3-Family
51 SPRING ST	14-0-11	JACQUES ROBERT	PO BOX 925	WARREN, MA 01083-0925	4-8 Units
35 NORTH ST	21-0-127	JACQUES ROBERT	PO BOX 925	WARREN, MA 01083-0925	4-8 Units
41 NORTH ST	21-0-128	JACQUES ROBERT T. & DENISE M.	PO BOX 925	WARREN, MA 01083-0925	4-8 Units

**MULTI-FAMILY STRUCTURE INSPECTIONS  
2025**

51 DEAN ST.	15-0-3	AJ REALTY GROUP	PO BOX 1331	WARREN, MA 01083-1331	3-Family
355 CRONIN RD.	10-0-74	ADLEY FRANCIS & ANNA	355 CRONIN RD	WEST BROOKFIELD, MA 01585	4-8 Units
374 WASHINGTON ST	24-0-70	ORLOFF ALEXEI	374 WASHINGTON STREET	WEST BROOKFIELD, MA 01585	3-Family
125 PULASKI ST	21-0-49	NYE BRYAN L.	PO BOX 923	WEST BROOKFIELD, MA 01585-092	4-8 Units
2195 MAIN ST	21-0-88	MARTIN MICHAEL G.	P.O. BOX 179	WEST WARREN, MA 01092-0179	3-Family
11 CANADA LN	21-0-76	BEDNARZ VINCENT	PO BOX 251	WEST WARREN, MA 01092-0251	3-Family
44 CHAPEL ST.	15-0-11	44 CHAPEL STREET, LLC	600 OLD WEST WARREN RD BOX 396	WEST WARREN, MA 01092-0396	4-8 Units
17 CANADA LN	21-0-77	BELTRAMINI KYLE, GIOVANELLA BROOKE	PO BOX 413	WEST WARREN, MA 01092-0413	4-8 Units
379 CROUCH RD	06-0-86	CORRAL APARTMENTS , LLC	PO BOX 743	WEST WARREN, MA 01092-0743	More than 8 units
221 O W WARREN RD	06-0-26	SREC OLD WEST PROPCO LLC	1700 WEST PARK DRIVE	WESTBOROUGH, MA 01581	More than 8 units
2177 MAIN ST	21-0-86	NEXUS APARTMENTS LLC	PO BOX 1071	WILBRAHAM, MA 01095	3-Family
24 NORTH ST	21-0-9	QUEENS MANAGEMENT, LLC	8A ROSEMONT RD #3	WORCESTER, MA 01	4-8 Units
18 NORTH ST	21-0-10	NEW ENGLAND LANDHOLDINGS, LLC	8A ROSEMONT RD #3	WORCESTER, MA 01605	4-8 Units
<b>COUNT</b>	<b>49</b>				

**\* Property owners are working toward compliance**

**COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM**



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

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name <b>Town of Warren</b>		Department Executive Office of Housing & Livable Communities	MMARS Code <b>OCD</b>
d/b/a N/A		Contract Manager Name <b>Julissa Tavarez</b>	
Legal Address <b>48 High Street Warren, MA 01083</b> As entered on Form W-9 or Form W-4		Business Mailing Address <b>100 Cambridge Street, Suite 300, Boston, MA 02114</b>	
Contract Manager Name <b>James Ferrera</b>		Billing Address If Different, <b>same as above</b>	
Phone <b>413-436-5701</b>	Fax N/A	Phone <b>617-573-1114</b>	Fax N/A
Email <b>townadministrator@warren-ma.gov</b>		Email <b>Julissa.Tavarez@mass.gov</b>	
Vendor Code <b>VC6000192022</b>		MMARS Doc ID(s) <b>SCOCD322026690270000</b>	
Vendor Code Address ID e.g. "AD001". <b>AD001</b> Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.		RFR/Procurement or Other ID Number <b>EOHLC2025-40</b>	
<input checked="" type="radio"/> <b>NEW CONTRACT</b>		<input type="radio"/> <b>CONTRACT AMENDMENT</b>	
Procurement or Exception Type (Check one option only)		Current Contract End Date <i>PRIOR</i> to Amendment	Amendment Amount Or Enter "No Change"
<input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated department.) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, and budget.) <input checked="" type="checkbox"/> <b>Department Procurement - Includes all Grants 815 CMR 2.00.</b> (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, and budget.) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employee Status Form, scope, and budget.) <input type="checkbox"/> <b>Interim Contract with new Contractor</b> (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)		Amendment Type Check one option only. Attach details of amendment changes. <input type="checkbox"/> <b>Amendment to Date, Scope, or Budget</b> (Attach updated scope and budget.) <input type="checkbox"/> <b>Interim Contract with Current Contractor</b> (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget.) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope/budget.)	
<b>TERMS AND CONDITIONS</b>			
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding. Check ONE option:			
<input checked="" type="radio"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="radio"/> <a href="#">Commonwealth Terms and Conditions for Human and Social Services</a> <input type="radio"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION</b>			
Check ONE option.			
The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> .			
<input type="radio"/> <b>Rate Contract (No Maximum Obligation).</b> (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="radio"/> <b>Maximum Obligation Contract.</b> Total maximum obligation for total duration of this contract (or new total if contract is being amended) : <b>\$1,050,000</b> .			

MMARS Doc ID(s)

**PROMPT PAYMENT DISCOUNTS (PPD)**

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within:	10 days	% PPD.
	15 days	% PPD.
	20 days	% PPD.
	30 days	% PPD.

If PPD percentages are left blank, identify reason:

Statutory/legal     
 Ready Payments (M.G.L. c. 29, § 23A)     
 Agree to standard 45-day cycle     
 Only initial payment

**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.

Design (Senior Center Parking Improvement Project, Summer Street Design Improvement Project), Hillside Avenue Improvement Project, Planning (Washington Street Neighborhood Infrastructure Planning Project)

**SUPPLIER DIVERSITY PROGRAM (SDP) PLAN**

Does the Supplier Diversity Program apply?

YES      If YES, the Contractor's annual SDP commitment for this Contract is

NO      If NO, and the department is an Executive Department, enter the appropriate exemption: **Grant Program**

**ANTICIPATED START DATE (Complete ONE option only.)**

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

- 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
- 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.
- 3. were incurred as of **October 1, 2025**, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE**

Contract performance shall terminate as of **December 31, 2028**, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS**

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable), and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR**

Signature and date must be captured at time of signature.

Signature	Date
Print Name	Print Title

**AUTHORIZING SIGNATURE FOR THE DEPARTMENT**

Signature and date must be captured at time of signature.

Signature	Date
Print Name	Print Title
Caroline "Chris" Kluchman	Director of Livable Communities

**Settlement & Release Statement of Expenses**

**Contractor Legal Name:** Town of Warren

**MMARS Doc ID:** SCOCD322026690270000

**Insert Start Date Here:** 10/1/2025

**Insert latest signature Date Here:** 1/8/2026

**List expenses with amounts and total:** 0

**MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**CFDA Number 14.228 Assistance  
Listing Number: B-25-DC-25-0001  
Federal Award Date: 9/25/25**

**CDF and ME  
FEDERAL FISCAL YEAR 2025**

**TOWN OF Warren GRANT # 00022**

**ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS**

**I. INTRODUCTION**

**A. Contract**

This Contract shall consist of the following documents:

- a. The Commonwealth Standard Contract Form
- b. The Commonwealth Standard Terms and Conditions
- c. Attachment A, Additional Terms and Conditions
- d. Attachment B, Approved Budget

**B. Authority.** The Commonwealth of Massachusetts, through its Executive Office of Housing and Livable Communities (EOHLC or the Executive Office), as successor agency to the Department of Housing and Community Development (Department or DHCD), and duly organized and existing pursuant to Massachusetts General Laws Chapter 23B, as amended by Chapter 7 of the Acts of 2023, has elected to receive Community Development Block Grant (CDBG) funds for distribution to units of general local government in the State’s non-entitlement areas pursuant to Title I Section 106(a) of the Housing and Community Development Act of 1974, P.L. 93-383 subject to the regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, Subpart I. The grant which is the subject of this Contract is authorized by Title I of the Housing and Community Development Act of 1974 (42 U.S.C.5301 et seq.), including amendments contained in the Housing and Community Development Act of 1987, P.L. 100-242 and the Cranston-Gonzalez National Affordable Housing Act, P.L. 100-625.

**C. Scope of Services.** The Contractor agrees to perform the activities described in the Massachusetts CDBG grant application submitted on April 14, 2025, approved by the Executive Office (“Application”), as may be amended from time to time, to the extent authorized by the following paragraphs. Where the Contractor has received full funding for an activity, it must be carried out as described in the Application. Where a Contractor has received partial funding for an activity, that activity must be carried out as described in a revised activity description and management plan that must be submitted to the Executive Office for approval. Key personnel and qualifications shall conform to the functional descriptions in the Contractor’s Management Plan included in the Application. Where the activities described in the Application are inconsistent with this Attachment A, Attachment A shall control. Any later change in activities shall be made only with the prior written approval of the Executive Office. The approved activities funded herein are not for R&D purposes. The Contractor’s approved budget is attached hereto and made a part hereof as Attachment B.

**D. Period of Performance.** Notwithstanding the “Termination Date” stated on page one of this Contract, the Contractor agrees that the activities funded herein shall be completed by March 31, 2027 and a final quarterly activities report filed by April 30, 2027 (see Section IV), unless the Executive Office grants an extension in writing for completion of activities and filing of final reports. In no case may the extension date be later than the Termination Date. Also, expenses incurred after the end date of a contract will not be reimbursed.

**II. MODIFICATIONS AND DEFINITIONS**

**A. Modifications.** The Contract is hereby modified by adding the following, as approved by the Office of the Comptroller (references are to the Commonwealth “Terms and Conditions” that has been executed by the Contractor and has been or will be filed with the Office of the Comptroller).

1. Section 2. PAYMENTS AND COMPENSATION (Commonwealth Terms and Conditions) “Federally authorized pre-contract costs (see 24 CFR 570.489(b)) shall be included in the

maximum obligation and identified in Attachment B – Approved Budget.”

2. Section 3. CONTRACTOR PAYMENT MECHANISM (Commonwealth Terms and Conditions) “For the purposes of this Contract, the parties shall follow the procedures outlined in the Massachusetts CDBG Program Operations Manual with regard to the processing and payment of invoices.”
3. Section 4. CONTRACT TERMINATION OR SUSPENSION (Commonwealth Terms and Conditions) “For the purposes of this Contract, the first clause of the second sentence shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.”

**B. Definitions.**

1. **Project** means the activities described in the Application, any amendments or supplements thereto, and other such submittals required by this Contract, which are to be carried out to meet the objectives of the Massachusetts CDBG Program.
2. **Low- and moderate-income** means household income which does not exceed 80% of the median income of the metropolitan area in which the household is located, or, if the community is not located in a metropolitan area, 80% of the median for the county or the median for the entire non-metropolitan area of the state, whichever is greater.

The terms “person of low- and moderate-income” and “low- and moderate-income persons” mean families and individuals whose incomes do not exceed 80% of the median income of the area involved as determined by the Secretary of Housing and Urban Development (HUD) with adjustments for smaller and larger families. The term “persons of low-income” means families and individuals whose incomes do not exceed 50% of the median income of the area, as determined by the Secretary of HUD with adjustments for smaller and larger families. The term “persons of moderate-income” means individuals and families whose incomes exceed 50% but do not exceed 80%, of the median income of the area involved as determined by the Secretary of HUD with adjustments for smaller and larger families. For purposes of such terms, the area involved shall be determined in the same manner as such area is determined for the purpose of assistance under Section 8 of the United States Housing Act of 1937.

3. **Affordability** means, in the case of rental housing, units which are affordable to and occupied by low- and moderate-income persons. Requirements for determining and maintaining affordable rent are set forth in Section VI of this ATTACHMENT A and the Massachusetts CDBG Program Operations Manual.

**III. COMPLIANCE REQUIREMENTS**

All activities authorized by this Contract shall be subject to and performed in accordance with the provisions of this Contract, Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq., hereinafter “the Act”), HUD regulations in 24 CFR Part 570 Subpart I and other federal law and regulations as specified therein, and any regulations, directives or guidelines as may be established by HUD and the Executive Office for the Massachusetts CDBG Program. The Contractor shall cause any subgrantees and contractors to comply with these requirements. EOHLC reserves the right to issue future administrative guidance, guidelines, list serves or other written memoranda or documents. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Executive Office may issue, amend, or supplement from time to time. . This Contract is subject to such modifications as may be required by changes in Federal or Massachusetts State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be a part of this Contract on the effective date of such change, as if fully set forth herein.

EOHLC reserves the right to suspend payments under this contract or to terminate this contract upon a finding by EOHLC, at its sole discretion 1) of any noncompliance, fraud, abuse, poor performance, misrepresentation, or extreme mismanagement, by the Contractor or its subcontractors; or 2) that the Contractor, or any of its subcontractors including any entities hired to perform grant management activities on its behalf, is unable to

carry out its obligations under this Contract or its Application. Prohibited or unauthorized expenses may be subject to requests to refund such expenses to HUD. Further, in the event that EOHLIC finds that a project's budget is inadequate to fully implement any project as approved, EOHLIC reserves the right to review and to either require a change in project scope to make such project fundable or to otherwise recapture the project's funds. In addition, if excess funds remain unspent from an activity prior to the end of period of performance, either due to budgetary reasons or because of less demand for the activity than projected, the Contractor must return the funds upon EOHLIC's demand, unless EOHLIC otherwise approves reprogramming of the awarded funds.

The Contractor shall maintain and utilize systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract. Pursuant to 45 CFR §75.113 (or 2 CFR §200.113 of the OMB Super Circular), the Contractor shall disclose to EOHLIC, in a timely manner, in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make the required disclosures may result in any of the remedies described in 45 CFR §75.371 (or 2 CFR §200.339 of the OMB Super Circular). Pursuant to 45 CFR §75.303 (or 2 CFR §200.303 of the OMB Super Circular), the Contractor certifies that it has established sufficient internal control policies to carry out its obligations hereunder.

All activities authorized by this Contract shall be conducted in accordance with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and the federal government including, but not limited to, the following:

**A. Program Requirements.**

- 1. Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq.), and HUD regulations at **24 CFR Part 1**, which prohibit discrimination based on race, color, or national origin under any program or activity receiving federal financial assistance.
- 2. Title VIII of the Civil Rights Act of 1968** (42 U.S.C. 3601 et seq.) as amended by the Fair Housing Amendments of 1988 (known as the Fair Housing Act), which prohibits discrimination based on race, color, religion, sex, handicap, familial status, or national origin in the sale, rental, financing, or brokering of housing; and **Federal Executive Order 11063**, as amended by **Executive Orders 12259 and 12892**, and as implemented by regulations at **24 CFR Part 1**, which prohibits such discrimination in the sale or rental of property which has received federal financial assistance.
- 3. The Age Discrimination Act of 1975** (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age, and **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794), which prohibits discrimination based on handicap.
- 4. The Davis-Bacon Act** (40 U.S.C. 276a - 276a-7), as supplemented by Department of Labor regulations at **29 CFR Part 5**, which provides that laborers and mechanics employed by the Contractor or subgrantees on construction projects (consisting of 8 or more units in the case of residential property) assisted under the Act shall be paid wages determined by the Secretary of Labor, provided that Davis Bacon shall not apply to "volunteers"; and the **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 et seq.), as supplemented by Department of Labor Regulations at **29 CFR Part 5**, which contains labor standards for work on contracts financed by federal grants; and the Department of Labor "**anti-kickback**" regulations at **29 CFR Part 3**. The Contractor shall include these requirements in agreements with subgrantees.
- 5. The National Environmental Policy Act of 1969** (42 U.S.C. 4321 et seq.), and such other provisions of law which further the purposes of the National Environmental Policy Act as are specified in **24 CFR Part 58** (entitled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.")
- 6. The Housing and Urban Development Act of 1968, Section 3** (12 U.S.C. 1701u), which requires that training and employment opportunities be made available to lower-income persons living in the community where a project assisted under the Act is located, and that contracting opportunities be made available to businesses located in or owned by persons living in such community. The Contractor shall include this requirement in agreements with subgrantees. Further Section 3

guidance can be found in “Notice CPD-21-09: Section 3 of the Housing and Urban Development Act of 1968, as Amended by the Housing and Community Development Act of 1992, Final Rule Requirements for CDBG, CDBG-CV, CDBG-DR, CDBG-MIT, NSP, Section 108, and RHP Projects,” published August 24, 2021.

7. **The Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.)** as implemented by regulations at **24 CFR Part 35**, which establishes requirements to protect children from lead-based paint hazards in housing that is receiving federal financial assistance or is being sold by the government. **24 CFR Part 35** became effective on September 15, 2000.

8. Regulations at **24 CFR Part 44**, “Non-Federal Audit Requirements for State and Local Government.”

9. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.)** and regulations at **49 CFR Part 24**, and **Section 104 (d) of the Act** and regulations at **24 CFR 570.606 and 24 CFR Part 42 cited in 24 CFR 570.488**, which govern the acquisition of real property for activities assisted under the Act and which require the Contractor to adopt policies and plans designed to minimize displacement of residents and businesses, and to provide relocation benefits and assistance.

10. Applicable Department of Labor Regulations at **41 CFR Part 60 “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”** to the extent such regulations are in effect and applicable. ,

11. **The Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.)**, which requires certain federally assisted buildings to be constructed so as to be accessible to physically handicapped persons, and **The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)**, which prohibits discrimination against disabled individuals in private and public employment, public accommodations, public transportation, government services, and telecommunications. The Contractor shall include this requirement in agreements with subgrantees. **Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) as supplemented by HUD regulations at 24 CFR Part 4** which requires applicants to a state, or to a unit of local government, for assistance from HUD to make a number of disclosures. See specific requirements under “Special Conditions” and Exhibit A below.

12. **The Violence Against Women Act Reauthorization Act of 2022 (Pub. L. 117-103, Division W, 136 Stat. 49)** which reauthorizes and amends the Violence Against Women Act of 1994, as amended (Pub. L. 103-322, tit. IV, sec 40001-40703; 42 U.S.C. 13925 et seq.) and protects individuals who are survivors of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, sexual orientation, or gender identity.

13. **Build America, Buy America Act (BABA) Requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”)**, 41 U.S.C. Chapter 83 §§ 8301-8305, Pub. L. 117-58 and regulations at **2 CFR Part 184**; Absent a general or project-specific waiver Contractor must apply a domestic content procurement preference (the “Buy America Preference” or “BAP”) for all iron, steel, manufactured products, and construction materials incorporated into the project. All iron, steel, manufactured products, and construction materials used must be produced in the United States.

The Buy America Preference must be included in all subawards, contracts, and purchase orders for the work performed, or products supplied under the Federal award. Grantees are required to submit a BABA documentation form for each project that meets the definition of infrastructure. Definitions of iron, steel, manufactured products, construction materials, and infrastructure can be found in 2 CFR Part 184 and are incorporated herein by reference. Examples of CDBG projects that are considered infrastructure projects include: rehabilitation, maintenance, and reconstruction of buildings and real property, including housing, and construction and repair of public facilities and improvements, such as water, sewer, or other utilities, roads, bridges, sidewalks, homeless shelters, or broadband infrastructure. For additional guidance, see the Office of Management and Budget’s

Memorandum M-24-02, "Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure;" HUD Notice CPD-2025-01: BABA Implementation Guidance for BAP;" and the HUD Quick Guide "Build America, Buy America Act: Buy America Preference for CDBG Grantees." For additional information on HUD's general and project-specific waivers, see HUD's website [www.hud.gov/hud-partners/baba#close](http://www.hud.gov/hud-partners/baba#close).

- B. **Administrative Requirements.** The Contractor shall comply with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," as required by 24 CFR §570.489. These include, but are not limited to, the requirements pertaining to Program Income located at 2 CFR §200.307, the requirements pertaining to Cash Management located at 2 CFR §200.305(b), and the requirements pertaining to Audits located at 2 CFR §§ 200.501 through 200.521.

The Contractor shall use its best efforts to ensure that it will not knowingly use Contract funds to purchase, or enter into contracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, the Contractor shall alert the Executive Office as soon as possible and shall provide information on any measures taken to prevent recurrence.

The Contractor shall maintain in accordance with 2 CFR Part 200.333, and any Massachusetts CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Contract, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The Contractor shall maintain such records for a period of seven (7) years from the date of expiration of this Contract, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later

- C. **Billing and Reimbursement Requirements - Payment Mechanism.** EOHLIC agrees to provide payment for services described under this Contract pursuant to a cost reimbursement mechanism. The Contractor shall initiate requests for cost reimbursement by submitting a request through EOHLIC's electronic Grants Management System, and pursuant to any additional instructions provided by EOHLIC to the Contractor, if necessary, following execution of this Contract. All requests for cost reimbursement should be submitted no later than 15 days (July 15) after the end of the fiscal year in which they were incurred.
- D. **Massachusetts CDBG Program Operations Manual.** In implementing all activities authorized by this Contract, the Contractor shall use the provisions of the Massachusetts CDBG Program Operations Manual as a guidance document. In accordance with such manual, the Contractor shall comply with Massachusetts law for all procurements unless otherwise stated.
- E. **Political Activity Prohibited Under the Hatch Act.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. The Contractor shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits political activities by employees whose principal employment is in connection with an activity which is financed in whole or in part by federal funds.
- F. Regulations at **41 CFR Part 60-250**, entitled "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era."
- G. **Conflict of Interest.** The Contractor shall adhere to the requirements of M.G.L. Chapter 268A and the HUD Conflict of Interest regulations at 24 CFR Part 570.489(h).
- H. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §§ 200.322, the Contractor should, to the greatest extent practicable under this award and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials

produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Contractor shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this award.

I. **Special Conditions.**

1. **Certification Regarding Disclosure Requirements for Activities Receiving \$200,000 or more.** Pursuant to Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) and 24 CFR Part 4, the Contractor must complete and execute the Disclosure Form attached hereto in Exhibit A. Furthermore, updates must be filed with the Contractor's quarterly reports to reflect any changes. In any sub-recipient contracts, the Contractor shall require compliance with these disclosure provisions and provide the sub-recipient with a copy of the attached Disclosure Form.

2. **Additional Certifications.** In addition to any other certifications submitted by the Contractor to the Executive Office, the Contractor, by execution of this Contract, certifies:

- (a) That it shall adopt a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of a nonviolent civil rights demonstration within its jurisdiction.
- (b) That, in accordance with 24 CFR 570.487(b) and 24 CFR §5.166, it is taking action to affirmatively further fair housing.

3. **Religious Organizations:**

If CDBG funds are being provided to primarily religious organizations, it must be in accordance with HUD's guidance on Participation in HUD Programs by Faith-Based Organizations; Providing for Equal Treatment of all HUD Program Participants, Final Rule, as published in the Federal Register (Vol. 68, No. 189) on September 30, 2003 on Pages 56396-56408, effective October 30, 2003.

4. **Certain Relocation Projects:**

CDBG funds may not be used to assist in the relocation of an industrial or commercial plant, facility, or operation from one area to another if the relocation is likely to result in a significant loss of employment in the area from which the relocation occurs.

5. **Changes of Use of Real Property:**

Real property owned or controlled by units of local governments and improved with CDBG funds, may not have its use changed for a period of five years after the closeout of the grant that assisted the property unless the change of use is consistent with 24 CFR 570.489(j). Further, grantees will certify to EOHLC on an annual basis that they are maintaining the original use of the building.

6. **Program Income:**

Contractor will track, report and utilize any and all program income generated through CDBG funded activities as described in Chapter 11 of the CDBG Operations Manual.

7. **Photographic Documentation:**

The Contractor shall submit photographs to the Executive Office of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of final quarterly report.

8. **Additional Special Conditions:**

#### IV. REPORTING REQUIREMENTS

The Contractor shall monitor the performance of all activities undertaken pursuant to this Contract to assure compliance with this Contract and the implementation schedule is being met, consistent with the schedule submitted with the Application, or any changes thereto approved by the Executive Office.

- A. **Quarterly Activity Reports.** In accordance with the requirements set forth in the Massachusetts CDBG Program Operations Manual, the Contractor must submit to the Executive Office electronic program reports at the end of each quarter of the program grant year using the Accounting/IGX Grants Management System computer software (hereinafter "IGX") found at the Executive Office's internet website. The required quarterly reports must be submitted in accordance with the schedule established by the Executive Office in the IGX system for the grant received by the Contractor.

For purposes of filing the Final Quarterly Activity Report, please note that this report and other additional required information constitute the Close-Out Report as indicated in the Massachusetts CDBG Program Operations Manual. The Contractor shall conduct a review of all users accessing IGX to determine the accuracy of user access designations. If necessary, the Contractor shall take action to change, revoke, or grant user access to reflect the appropriate designation.

- B. **Audit.** Pursuant to 2 CFR §200.501, if the Contractor has expended \$750,000 or more during fiscal year covering from July 1, 2024 to June 30, 2025 and \$1,000,000 or more during fiscal year covering from July 1, 2025 to June 30, 2026 and after in Federal awards, the Contractor shall cause to be prepared an audit of any expenditure from funds received pursuant to this Contract. Said audit shall be performed by an independent entity, and shall be conducted in accordance with the procedures and requirements set forth in 2 CFR Part 200, subpart F which implements the Single Audit Act of 1996 (P.L. 104-156). The Executive Office may at any time cause an audit to be made for the purpose of detecting fraud, waste, or mismanagement by the Contractor or subgrantee in addition to those stated in other paragraphs. The Contractor's proportionate single audit cost under this Contract shall be deemed to be an eligible administrative expenditure of grant funds provided under this Contract if such costs are listed in the approved Budget.
- C. **HUD 2516 Report.** In accordance with requirements set forth by HUD, the Contractor shall maintain data in IGX for all contracts over \$10,000 for Minority-owned Business Enterprises Contracts (construction and non-construction) and subcontracts for the period ending September 30. EOHLIC will produce these reports and transmit to HUD directly on behalf of CDBG grantees.
- D. **Housing Activities Reporting.** For housing activities only, the Contractor shall submit to EOHLIC, via IGX or other method required by EOHLIC, data required by EOHLIC regulations at 760 CMR 61.00, promulgated pursuant to Chapter 334 of the Acts of 2006, and all applicable EOHLIC directives, guidelines and forms as may be amended from time to time. The Contractor shall collect said data for the express purpose of reporting to EOHLIC, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms.

#### V. PRIOR APPROVAL BY THE EXECUTIVE OFFICE FOR CONTRACTUAL MANAGEMENT ASSISTANCE

A copy of the proposed contract for management assistance must be submitted to the Executive Office for approval prior to its execution for any program or activity contracted, in whole or in part, to an entity other than the unit of local government receiving funds (or any subordinate unit of that government). In addition to all required contractual obligations including federal requirements, such contract must include: a detailed scope of services; a listing of the actual accomplishments of the contract; and a timetable for all payments that will be made that correspond to progress on the grant. In addition, the municipality is solely responsible for expeditiously delivering the executed contract, between EOHLIC and the municipality, to the subcontractor providing grant management assistance.

#### VI. OTHER PROGRAM REQUIREMENTS:

- A. **Management**

Contractor will implement funded activities in accordance with the management plan contained in the approved Application unless modified by special condition(s). Contractor must hire, as employees, consultants or by administering agency contract, qualified personnel for each position included in the management plan and maintain the staffing levels, positions and functions specified in the plan throughout the period of performance of this Contract.

Any substantive change in the management plan requires prior written approval by the Executive Office. "Substantive" shall mean a change in the number of grant management staff positions, full-time equivalency(ies), or personnel at the management, professional or technical levels of the organization. Contractor is obligated to notify the Executive Office, in writing, of any such changes within ten (10) days of their occurrence and submit for approval an interim management plan, including a description of the process and expected timeframe for filling a vacancy.

The Executive Office reserves the right to review personnel hiring decisions for CDBG-funded grant management positions such as community development director or administrator, program manager or housing rehabilitation specialist; and to review selection of contractors for contracted grant management services such as consultants or organizations procured through a competitive process.

Failure to provide resumes of final candidates with ranking and selection criteria of professional positions prior to formally offering the candidate, consultant or organization, a position or contract may result in suspension of the grant.

**B. Budget Amendments**

Internal budget amendments that do not affect the total grant award shall be in accordance with the Massachusetts CDBG Program Operations Manual and the IGX Database.

**C. Cost Allocation Plans**

A detailed cost allocation plan must be submitted to and approved by the Executive Office prior to its execution whenever the Contractor contracts for the management of any portion of its grant to the following types of organizations: regional planning agencies; local housing authorities; local redevelopment authorities; community development corporations; non-profit housing agencies and other similar organizations.

**D. Pre-Contract Costs**

If the Contractor has been authorized by the Executive Office grant award letter to undertake certain activities and incur certain costs prior to the execution of this Contract, the Contractor warrants that it has undertaken only those activities and incurred only those costs so authorized and agrees that all work performed prior to entering into this Contract shall be subject to all the terms and conditions of this Contract.

**E. Indirect Cost Rate**

The Contractor may apply an indirect cost rate consistent with that submitted in the approved Application. Any revisions to the rate must receive prior written approval from the Executive Office. Approved revisions are incorporated herein and made a part of this Contract. Described rates must comply with 2 CFR part 200.

**F. Signage in Construction Projects**

The Contractor acknowledges that local awareness of grant programs is essential to the success of the program and that identification of specific projects is important in enhancing local awareness. In order to identify the project which is the subject of this Contract, the Contractor shall erect a temporary sign and, if applicable, permanent signs, which acknowledge the funding source

as follows: "The U.S. Department of Housing and Urban Development and the Executive Office of Housing and Livable Communities, Massachusetts CDBG Program."

G. **Publications**

All publications resulting from the program funded by this contract shall acknowledge funding by the U.S. Department of Housing and Urban Development and the Executive Office of Housing and Livable Communities, Massachusetts CDBG Program.

H. **Confidentiality**

The Contractor shall hold all personal data, wherever obtained, including, without limitation from an individual and the Executive Office, in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form Instructions and Contractor Certifications, and all applicable Federal and State privacy and confidentiality laws and regulations, including without limitation, M.G.L.c.66A, "Massachusetts Fair Information Practices Act," M.G.L.c.93H, Security Breaches; M.G.L. c. 66 sec. 17A; 801 CMR 3.00: Privacy and Confidentiality; and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth. Pursuant to the requirements of the Standard Contract Form Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction use, modification, disclosure, or loss. In addition, consistent with the requirements of the Standard Contract Form and the state information security policies, the Contractor's employees shall generally not conduct **Massachusetts CDBG program** business through or send confidential **Massachusetts CDBG program** information to the employee's personal email account. In addition, the Contractor will promptly notify the Executive Office in the event of any security breach including the unauthorized access, disbursement, use or disposal of the **Massachusetts CDBG program** records and information. In the event of a security breach, the Contractor will cooperate with the Executive Office and its authorized representatives and will provide access to any information necessary to respond to the security breach.

The Contractor understands and agrees that only those employees who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized employees shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the Contractor acts as a holder of personal data and the Contractor certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c. 66 sec. 17A. EOHLIC and the Contractor shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause EOHLIC or the Contractor to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

I. **For Housing Activities:**

1. **Affordable Housing Restriction** - All projects supporting the creation, preservation, and rehabilitation of rental and owner-occupied housing units must be affordable to Low- and Moderate-income persons for at least a fifteen (15) year period. Rehabilitation assistance for owner-occupied properties must be secured by a mortgage or lien on the subject property that restricts rent levels in Low- and Moderate-income units for a minimum term of fifteen (15) years from the date of rehabilitation completion or for as long as the loan is outstanding. Rehabilitation assistance for investor-owned properties must be secured by a mortgage or lien on the subject property and the affordability requirements must be secured by an **affordable housing restriction** provided and approved by EOHLIC on the subject property, which runs

with the land and restricts rent levels in Low- and Moderate-income units for a minimum of fifteen (15) years from the date of rehabilitation completion. An “owner-occupied property” is defined as a property that contains no more than four (4) units, one of which is occupied by the owner. All other properties are considered “investor-owned properties.”

Rentals of units in any assisted property shall further meet the requirements outlined in paragraph I. 2 below.

2. **Rent Limits** – Owners of rental property to be rehabilitated with program assistance provided pursuant to this Contract shall be required to sign an agreement to maintain rents at affordable levels for a minimum of fifteen (15) years after the completion of the rehabilitation (unless, in the case of owner-occupied properties, the loan is paid in full by an owner-occupant prior to this time). Such affordable rent agreement shall apply to units occupied by low- and moderate-income persons as well as units that are vacant at the time of the owner’s application to the program. At the time of application, the owner shall certify that no tenant has been or will be displaced or relocated without due cause for the purposes of evading the terms of such agreement. At a minimum, such agreement shall include the following provisions:
  - I. The owners shall agree to enter into a lease agreement with tenants which will include (i) the term of the rental agreement; and (ii) the maximum allowable rent to be charged for the subject unit. The Contractor shall also ensure that all tenants in affected units receive the above information in writing.
  - II. Rent shall be calculated taking into account the owner’s share of the cost of the rehabilitation as well as the operating expenses, but shall not exceed the lesser of the Section 8 Existing Housing Program Fair Market Rents as established by HUD for the area pursuant to 24 CFR 888 or the High HOME Rents established by HUD pursuant to 24 CFR 92.252(a)(2). Thereafter, annual rent adjustments may not exceed the limits allowed by HUD in the annually published schedules of High HOME or Section 8 Existing Housing Program Fair Market Rents. In addition, the Contractor shall ensure that required displacement and relocation assistance is afforded to all eligible persons as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601-4655) and the HUD regulations at 24 CFR 570.606.
  - III. The owner shall agree to notify the appropriate housing agencies of the availability of any units covered by the terms of this agreement and shall not refuse to rent to tenants holding Section 8 Existing Housing Certificates, Massachusetts Rental Voucher Program Vouchers, or any other recognized housing voucher certifications except for good cause. If the Contractor or the subject property is located within the Boston-Cambridge-Quincy PMSA, the owner shall also agree to list all of the Low- and Moderate-income units with the Boston Fair Housing Commission MetroList (Metropolitan Housing Opportunity Clearing Center).

The Contractor shall adhere to the Executive Office-approved Recapture and Anti-Speculation Plan which includes a description of how it will ensure that the level of Low- and Moderate-income benefit and terms of affordability specified herein will be maintained. The description shall include the procedures by which the Contractor will monitor compliance with its rental agreement policy, including the designation of responsible staff person(s), method of monitoring compliance, and corrective actions to be taken by the Contractor in the event of non-compliance.

In addition, the Contractor will maintain records for each Low- and Moderate-income unit regarding the rent and tenant’s household income at the time of application, at the time of completion of rehabilitation, at the termination of the rental agreement, and at the time a new lease is executed, for the duration of the affordability term. The Secretary of the Executive Office, or their duly authorized designee, if requested to do so in writing by the Contractor, may waive any of the above provisions of this section not required by law if the Contractor has demonstrated to the satisfaction of the Secretary of the Executive Office that compliance with this condition would adversely affect the implementation of the Contractor’s approved program.

3. **Participant Approval** - The determination of an individual's eligibility for program participation shall not be subject to the approval of any local governing body unless required by law. In these instances, the appropriate citation shall be provided to the Executive Office, accompanied by a plan to protect the privacy of individuals and guarantee objectivity in the process. Any such plan shall be subject to EOHLIC approval.

4. **Code Violations** - General property improvements shall not be permitted unless specifically needed to correct violations of Article II of the Massachusetts Sanitary Code.

5. **Single Case Waivers** - Contractor shall obtain prior written EOHLIC authorization for projects the cost of which will exceed \$60,000 per unit, except in projects involving lead, barrier removal, septic, asbestos, well drilling, historic preservation, for which the prior authorization of the Executive Office will be required when projects exceed \$70,000 per unit in cost. Municipalities must request a Single Case Waiver from EOHLIC utilizing the appropriate Single Case Waiver form from the Mass. CDBG Implementation Manual. Prior to authorization, EOHLIC may also request additional documentation from Contractor to demonstrate need, reasonableness of costs, and compliance with applicable federal and state requirements.

## EXHIBIT A

### DISCLOSURE FORM (To Be Completed and Signed by the Contractor)

The Contractor is required to complete and sign a *Certification Regarding Disclosure Requirements for Activities Receiving \$200,000 or More*. Following are guidelines for completing the form. For further clarification, consult HUD regulations at 24 CFR Part 4.

1. The attached Disclosure Form serves as the first of a series of reports. Updates showing any change to the original Disclosure Form shall be submitted quarterly, together with the Quarterly Reports. **If the parties are not known at this time, please type in "Parties with a financial interest not known at this time. The Contractor shall update and forward when appropriate." If it is clearly not applicable, type in "Not Applicable."**
2. This Disclosure Form identifies:
  - the assistance expected from other government sources in connection with the project or activity;
  - financial interest of persons in the project;
  - sources of funds to be made available for the projects; and
  - uses of the funds.
3. For purposes of this Disclosure Form, a **project** is an activity which was applied for and received \$200,000 or more. For example, under a housing rehabilitation program, individual housing rehabilitation cases are considered **projects**; under a Public Facilities Program is a program, a water system rehabilitation project is considered a **project**; under a Public Social Services program, a provider or a group of activities is considered a **project**; under the Community Economic Development Program, while a Small Business Revolving Loan Program is considered a sub-program, individual cases are considered **projects**.
4. The \$200,000 threshold refers to a single project receiving CDBG funding equal to \$200,000 or more, or receiving less than \$200,000 in CDBG funds but anticipated to receive a total of \$200,000 in combined CDBG funds and other government (federal, state, or local) funds.

Large infrastructure projects are anticipated to be covered. Individual housing rehabilitation contracts, unless anticipated to be \$200,000 or more in combined government costs, are usually not covered. Small Business Loan Program pool funds, unless an individual loan is anticipated to be at \$200,000 or more in combined costs, are usually not covered.
5. Financial interest in a project includes, but is not limited to, equity, shares in profit on resale, any distribution of surplus cash or assets, or compensation for goods and services. The parties who must disclose their financial interest in a project include:
  - all developers, contractors, consultants involved in the application for the financial assistance, or in the planning, development, or implementation of the project;
  - all others with financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower).

Such a party may be an organization (e.g., a non-profit or a for-profit consulting group), or an individual. For organizations, please note that the name of each officer, director, and principal stockholder of the entity must be included in the Disclosure Form.

\$ of Project/Activity	\$ Paid to Party	Disclosure Form Applies?
Total grant is >\$200,000 - funded for a \$200,000 project	Does not matter	Yes
Total grant is >\$200,000 - no \$200,000 project cost	=, > \$50,000 < \$50,000	Yes No
Total grant is \$200,000, no line item is \$200,000	=, > \$50,000 (total, not just CDBG)	Yes
Total grant is \$200,000, no line item is \$200,000	=, > \$20,000, < \$50,000, (total, not just CDBG)	No
Total grant is >\$200,000, no line item is \$200,000	=, >, \$20,000, < \$50,000	No
Total grant is >\$200,000, no line item is \$200,000	=, > \$50,000 (total, not just CDBG)	Yes

Examples:

If an application was prepared by a consultant and contains a line item for \$200,000 or more, then the consultant is considered to be a party with financial interest in the project. (e.g.; if an application was submitted for \$800,000 and \$500,000 was awarded, and there is a line item that will result in a contract for \$200,000, the consultant who prepared the application will be considered a party with financial interest in the project).

If there is no single line item which costs at least \$200,000, but the total compensation provided to a consultant is \$50,000, the consultant will be considered a party with financial interest in the project.

If a consultant will be hired to implement a \$200,000 or larger grant program, the consultant will file this Disclosure Form.

If the entire grant is less than \$200,000 but the compensation is \$50,000 or more the consultant will file this Disclosure Form.

*If the entire grant is less than \$200,000, and the compensation to the consultant is less than \$50,000, then the Chief Elected Official needs to certify that the Disclosure Form does not apply by indicating "Not Applicable" on the form.*

6. Because a project's contract cost may not be known at this time, updates need to be provided to the Department. For ease in reporting, these updates need to be provided on a quarterly basis, at the same time that the Quarterly Activity Reports are filed. A form shall be forwarded to all Contractors before the end of the first quarter. This form shall be completed and signed by the Chief Elected Official and submitted with the Quarterly Report.

**For any further questions, please contact your program representative at (617) 573-1400 and/or via email.**

EXHIBIT A: DISCLOSURE REPORT  
FINANCIAL INTEREST IN PROJECT

APPLICANT Warren

DATE 1/8/2026

Any applicant (city or town government, or subgrantee) to this program which will receive or expects to receive in excess of \$200,000 from funds made available by the federal Department of Housing and Urban Development (HUD), to assist a project or which is expecting to receive less than \$200,000 from HUD but is seeking or receiving other government (federal, state or local) funds to assist a project, must submit this form, and submit updates as financial interests change.

Information on this form is designed to show the level of financial interest in a project (including, but not limited to, equity, shares in profit on resale or any distribution of surplus cash or assets, or compensation for goods or services) of parties in the following categories:

- 1) All developers, contractors, or consultants involved in the application for financial assistance, or in the planning, development, or implementation of the project or activity; and
- 2) All other parties with a financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower)

A. Alphabetical list of all persons with a reportable financial interest in the project or activity	B. Social Security Number or Employee ID Number	C. Type of Participation in Project/Activity	D. Financial Interest in Project/Activity
Central Mass. Regional Planning Commission 1 Mercantile St., Ste. 520, Worcester, MA 01609	04-2318872	Grant admin, program delivery	\$184,500

- A. Give the last name first (if entity, name of each officer, director, and principal stockholder) and include full address.
- B. Provide for each.
- C. This means the persons' specific role in the project (e.g. contractor, consultant, investor, etc.)
- D. Provide for each.

**Certification**  
Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of the Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosure of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature

Date

1/8/2026

**FOR MUNICIPALITIES, THE COMMUNITY'S CHIEF ELECTED OFFICIAL, AND, FOR NON-MUNICIPALITY ENTITIES, THE CHIEF EXECUTIVE OFFICER, EXECUTIVE DIRECTOR, OR MANAGER, MUST SIGN THIS FORM.**

MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT FFY 2025

Community Development Fund 2025

CDF-2025-Warren-23

Application Cover Sheet

Individual who prepared Grant Application: John O'Leary

Other Participating Communities: Millbury

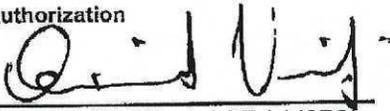
Contact Person

Name James Ferrera  
Title Town Administrator  
Address 48 High Street  
  
Warren, Massachusetts 01083  
Phone (413) 436-5701  
Email townadministrator@warren-ma.gov

Proposed use of CDBG Funds

1. Property / Acquisition	\$0.00
2. Clearance / Demolition	\$0.00
3. Relocation (Permanent)	\$0.00
4. Housing Rehabilitation	\$0.00
5. Community Economic Development	\$0.00
6. Public Facilities / Infrastructure	\$812,000.00
7. Planning	\$140,000.00
8. Public Social Services	\$0.00
9. General Administration	\$98,000.00
Total CDBG Grant Request	\$1,050,00.00

Authorization

  
Signature Chief Elected Official (CEO)

Derick R. Veliz  
Name of Chief Elected Official  
Chairman, Board of Selectmen  
Title

04/07/2025

# **MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

## **Community Development Fund 2025**

### **Town of Warren**

#### **Attachment A III. I. 8. – Additional Special Conditions**

1. The contractor must submit for the Executive Office's approval a budget amendment to move funds into appropriate budget line items dependent on activity type, i.e. water, sewer, drainage, etc.
2. The contractor must submit for the Executive Office's approval a revised Management Plan that reconciles the discrepancy between staff budgets in the Management Plan (\$162,899) and "Part A" Administrative Personnel costs (\$57,975) and to clarify why there are multiple overlapping staff roles assigned to the grant. (2 Lead Planners, and 1 Planner, 3 Financial Assistants).

**MASSACHUSETTS CDBG PROGRAM**

**Budget Summary Sheet FY-2025**

PROGRAM/PROJECT/ACTIVITY		CDBG FUNDS (\$)	OTHER FUNDS (\$)
1	PROPERTY ACQUISITION	\$0.00	\$0.00
2	CLEARANCE/DEMOLITION	\$0.00	\$0.00
3	RELOCATION (Permanent)	\$0.00	\$0.00
4	HOUSING REHABILITATION	\$0.00	\$0.00
4A	Program Delivery	\$0.00	\$0.00
4B	Unit Development/Creation	\$0.00	\$0.00
4C	Rehabilitation Loans/Grants	\$0.00	\$0.00
4D	Housing Other	\$0.00	\$0.00
5	COMMUNITY ECONOMIC DEVELOPMENT	\$0.00	\$0.00
5A	Program Delivery	\$0.00	\$0.00
5B	Acquisition	\$0.00	\$0.00
5C	Commercial Improvements (Signs/Facades)	\$0.00	\$0.00
5D	Assist to For-profits (formally Sm. Business Assist.)	\$0.00	\$0.00
5E	Infrastructure or Streetscape Improvements	\$0.00	\$0.00
5F	Planning	\$0.00	\$0.00
5M	Other	\$0.00	\$0.00
5N	Microenterprise Assistance	\$0.00	\$0.00
6	PUBLIC FACILITIES/INFRASTRUCTURE	\$812,000.00	\$0.00
6A	Program Delivery	\$74,500.00	\$0.00
6B	Streets and Sidewalks	\$557,000.00	\$0.00
6C	Playgrounds/Parks	\$0.00	\$0.00
6D	Neighborhood Facilities	\$0.00	\$0.00
6E	Parking	\$0.00	\$0.00
6F	Water	\$0.00	\$0.00
6G	Sewer	\$0.00	\$0.00
6H	Drainage	\$0.00	\$0.00
6I	Architectural Barriers	\$0.00	\$0.00
6J	Other	\$0.00	\$0.00
6K	Design Only (Architectural and Engineering)	\$180,500.00	\$0.00
7	PLANNING	\$140,000.00	\$0.00
8	PUBLIC SOCIAL SERVICES	\$0.00	\$0.00
8A	Program Delivery	\$0.00	\$0.00
8B	Program Costs	\$0.00	\$0.00
8b0			
9	GENERAL ADMINISTRATION	\$98,000.00	\$0.00
	TOTAL PROGRAM COSTS	\$1,050,000.00	\$0.00



Commonwealth of Massachusetts  
EXECUTIVE OFFICE OF HOUSING &  
LIVABLE COMMUNITIES

Maura T. Healey, Governor ◆ Kimberley Driscoll, Lieutenant Governor ◆ Edward M. Augustus Jr., Secretary

SENT VIA EMAIL

October 17, 2025

Mr. Richard Eichacker, Chairman, Board of Selectmen  
Town of Warren  
48 High Street  
Warren, MA 01083

Dear Mr. Eichacker:

On behalf of Governor Maura T. Healey and Lt. Governor Kimberley Driscoll, I am pleased to award the Town of Warren an FFY 2025 Community Development Fund grant (regional) in the amount of up to \$1,050,000 from the Massachusetts Community Development Block Grant (CDBG) Program. Congratulations on being one of the successful applicants.

This award is contingent upon the execution of a CDBG grant contract between the Executive Office of Housing and Livable Communities (EOHLC), formerly Department of Housing and Community Development (DHCD), and the U.S. Department of Housing and Urban Development, as well as on the Town of Warren's execution of a grant contract with EOHLC and the satisfaction of its special conditions and requirements. We will send your grant contract to the contact with signatory authority to complete the Adobe sign process and thereby execute the contract on behalf of the municipality. The Town of Warren may incur pre-agreement costs for administrative and other start-up costs not subject to 24 CFR Part 58, Environmental Review, as of October 1, 2025.

All grantees will be provided guidance regarding grant administration and contract requirements. This will help ensure that all grantees understand their contractual and regulatory obligations before proceeding with activities for which EOHLC has authorized grant funding. If you have any questions concerning this award, please contact Kathryn McNelis, Community Development Manager, Livable Communities Division, at [kathryn.mcnelis@mass.gov](mailto:kathryn.mcnelis@mass.gov).

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. I look forward to working with you to address the Town of Warren's community development needs.

Sincerely,

A handwritten signature in cursive script, reading "Edward M. Augustus, Jr.".

Edward M. Augustus, Jr.  
Secretary

cc: Senator Jacob Oliveira  
Senator Michael Moore  
Representative Todd Smola  
Representative Paul Frost  
James Ferrera, Warren Town Administrator  
Karyn Clark, Millbury Town Manager



Bid Solicitation: BD-25-1076-OCDDE-CS002-110775

**Header Information**

<b>Bid Number:</b>	BD-25-1076-OCDDE-CS002-110775	<b>Description:</b>	CDBG application 2025	<b>Bid Opening Date:</b>	04/14/2025 04:00:00 PM
<b>Purchaser:</b>	Bob Glover	<b>Organization:</b>	Executive Office of Housing & Livable Communities		
<b>Department:</b>	OCDDEPT01 - Executive Office of Housing & Livable Communities	<b>Location:</b>	CS002 - Livable Communities		
<b>Fiscal Year:</b>	25	<b>Type Code:</b>	NS - Non-Statewide Solicitation	<b>Allow Electronic Quote:</b>	Yes
<b>Alternate Id:</b>	EOHLC2025-40	<b>Required Date:</b>	01/24/2025	<b>Available Date:</b>	01/27/2025 11:00:00 AM
<b>Info Contact:</b>	patricia.roushanaei@mass.gov	<b>Bid Type:</b>	OPEN	<b>Informal Bid Flag:</b>	No
<b>Purchase Method:</b>	Open Market				

<b>Pre Bid Conference:</b> N/A
<b>Bulletin Desc:</b>

<b>Ship-to Address:</b>	HLC - OAF 100 Cambridge Street Suite 300 Boston, MA 02114 US Email: jennifer.mccabe@state.ma.us Phone: (617) 573-1260	<b>Bill-to Address:</b>	HLC - OAF 100 Cambridge Street Suite 300 Boston, MA 02114 US Email: jennifer.mccabe@state.ma.us Phone: (617) 573-1260	<b>Print Format:</b>
-------------------------	--	-------------------------	--	----------------------

**File Attachments:** [FFY 2025 CDBG NOFA.pdf](#)

**Form Attachments:**

**Required Quote Attachments**

**SBPP (Small Business Purchasing Program) Eligible?:** NO

See SBPP requirements and exceptions at [www.mass.gov/sbpp](http://www.mass.gov/sbpp) :

**Amendments:**

Amendment #	Amendment Date	Amendment Note
-------------	----------------	----------------

2 01/27/2025 09:10:00 AM Header 1. Available Date changed from "02/27/2025 12:00:00 AM" to "01/27/2025 11:00:00 AM".

### Item Information

**Item # 1: ( 00-00-00-00-0000 )** The Executive Office of Housing and Livable Communities - EOHLC provides technical assistance to cities and towns interested in applying to the Massachusetts CDBG program. Applicants are strongly encouraged to email program staff with questions. In addition, Technical Assistance Memos are available on the CDBG webpage. These documents describe program design options and the regulations governing projects. This Application Guidance package explains how to apply to the Massachusetts Community Development Block Grant - CDBG Program, including information on what to submit, deadlines, special eligibility standards, and the application review processes.

U N S P S C Code: 00-00-00  
Grant Opportunity  
00-00-00-00  
Grant Opportunity  
00-00-00-00-0000  
Grant Opportunity

Qty	Unit Cost	UOM	Total Discount Amt.	Total Cost
1.0				
Manufacturer:		Brand:		Model:
Make:		Packaging:		

Copyright © 2025 Periscope Holdings, Inc. - All Rights Reserved.  
MASS\_AWS\_PROD

---

# Memo

To: The Board of Selectmen

From: Griffin Harrington, Administrative Assistant

Date: January 5, 2026

Re: MV Class II & III Renewal Packets

---

The following renewals are due:

- e. **Copart 600 Old West Warren Rd Bldg. 1, West Warren – Class II & III**
  - a. **Packet- Received**
  - b. **Fee- Received**

---

# Memo

To: The Board of Selectmen

From: Griffin Harrington, Administrative Assistant

Date: January 5, 2026

Re: CV Renewal Packets

---

The following renewals are due:

- e. **Dunkin Donuts 1300 Main St, Warren**
  - a. Packet- **Received**
  - b. Fee- **Received**
- f. **Countryside Tavern 83 Mechanic St, Warren**
  - a. Packet- **Received**
  - b. Fee- **Received**

**Selectmen Meeting**  
**Warren Senior Center, 2252 Main St, West Warren, MA 01092**  
**December 18th, 2025, 2:45pm**

**This meeting was in person.**

**In attendance: Richard Eichacker (RE), Chair; Derick Veliz (DV), Vice-Chair; David Dufresne (DD), Clerk; James Ferrera (JF), Town Administrator; Griffin Harrington, Administrative Assistant**

**Absent: None**

Chair to open the meeting.

Pledge of Allegiance.

1. **Discussion with a possible vote to appoint Austin J. Buckel as a full-time Heavy Equipment Operator at the Highway Department at Grade C, Step 1. (Anticipated Vote)** DD made a motion to appoint Austin J. Buckel as a full-time Heavy Equipment Operator at the Highway Department at Grade C, Step 1, 2<sup>nd</sup> DV, AIF; motion carried.
2. **Discussion on the River and Central Street Community Development Block Grant project with a possible vote to earmark Chapter 90 funds to complete the project. (Anticipated Vote)** DD made a motion to earmark Chapter 90 funds up to an amount of \$150,000 to complete the River and Central Street Community Development Block Grant project, 2<sup>nd</sup> DV, AIF; motion carried.
3. **Acknowledgement with a possible vote to close out the FY 2021 CDBG Grant. (Anticipated Vote)** DD made a motion to close out the FY 2021 CDBG Grant, 2<sup>nd</sup> DV, AIF; motion carried.
4. **Discussion with a possible vote to enter into a contract with Weston & Sampson Engineers, Inc. for work associated with the CDBG Main Street Stair Improvement Project. (Anticipated Vote)** DD made a motion to enter into a contract with Weston & Sampson Engineers, Inc. for work associated with the CDBG Main Street Stair Improvement Project, 2<sup>nd</sup> DV, AIF; motion carried.
5. **Acknowledgment of the resignation of Jaclyn Bonner, Town Accountant.** The Board thanked Jaclyn for her hard work and dedication to the Town.
6. **Appointment of a Special Insurance Task Force led by the Town Administrator. (Anticipated Vote)** DD made a motion to appoint a Special Insurance Task Force led by the Town Administrator, 2<sup>nd</sup> DV, AIF; motion carried.
7. **Discussion with a possible vote to fill one vacancy on the Planning Board until the next municipal election. (Anticipated Vote) Tabled**
8. **Discussion on fiscal year 2027 budget instructions for all departments. (Anticipated Vote)** DD made a motion to set a level services budget for fiscal year 2027, 2<sup>nd</sup> DV, AIF; motion carried.

**Selectmen Meeting  
Warren Senior Center, 2252 Main St, West Warren, MA 01092  
December 18th, 2025, 2:45pm**

9. **Discussion on the next steps for the Inclined Wheelchair Lift Replacement project at the Shepard Building.** The Board instructed JF to attempt to get the bidder for the project to lower their pricing.
10. **Class II and Class III license renewals. (Anticipated Votes)**
- a. **Como's Inc. 2400 Main St. West Warren - Class II & III**
  - b. **Mike's Automotive Inc. 434 Boston Post Rd, Warren – Class II**
  - c. **Warren Truck and Auto Repair 550 Main St, Warren – Class II & III**
  - d. **Service Auto Body 27 Spring St, West Warren - Class II**
  - e. **NextGen Parts Place 764 Main St, Warren – Class II**
  - f. **Subaguru 114 South St West Warren – Class II**
  - g. **Fijol's Truck & Auto Salvage 386 Old W Warren Rd Warren – Class II & III**

DD made a motion to renew the above listed Class II and III Motor Vehicle licenses, 2<sup>nd</sup> DV, AIF; motion carried.

- h. **Copart 600 Old West Warren Rd Bldg. 1, West Warren – Class II & III-  
Tabled**

11. **Common Victualler license renewals. (Anticipated Votes)**

- a. **Dippin Donuts 2730 Main St, West Warren**
- b. **George's Pizza 991 Main St, Warren**
- c. **Mason's Grille 14 Milton O Fountain Way, Warren**
- d. **Alltown 1300 Main St, Warren**

DD made a motion to renew the above listed Common Victualler licenses, 2<sup>nd</sup> DV, AIF; motion carried.

- e. **Dunkin Donuts 1300 Main St, Warren- Tabled**

12. **Notice of Sale/Conversion of Use (First Right of Refusal) Pursuant to M.G.L c. 61 §8: Lot A Brimfield Road, Warren, MA Owner: Fountain & Sons Construction Co., Inc. Purchaser: Christopher R Predella Assessors ID: 30-0-2.3 (portion) Tabled**

13. **Quaboag Regional School District Superintendent Steve Duff with an update on district operations.** Superintendent Duff reported on assisting with the Toy Drive, grants received, and community service projects. He commended Fire Chief Lavoie and Highway Surveyor Jeremy Olson.

14. **Fire Chief monthly reports for October and November 2025.** Chief Lavoie presented the attached report.

15. **Emergency Management monthly reports for October and November 2025.** James Mckee presented the attached report.

**Selectmen Meeting  
Warren Senior Center, 2252 Main St, West Warren, MA 01092  
December 18th, 2025, 2:45pm**

16. **Town Administrator monthly report for November 2025.** JF presented the attached report.
17. **Anticipated vote to authorize the payment of warrants and bills.**

**Warrants** DD made a motion to approve the following warrants, 2<sup>nd</sup> DV, AIF; motion carried.

Payroll 12-26	\$131,171.83
Accounts Payable 24-26	\$41,375.00

**Bills** DD made a motion to approve the following bills, 2<sup>nd</sup> DV, AIF; motion carried.

VENDOR NAME	TOTAL
American Tower	\$ 2,379.52
Verizon	\$ 1,133.07
C2 MA Adams	\$ 1,078.20
Van Pool	\$ 4,402.35
Encore Fire Protection	\$ 720.00
EZ True Value	\$ 1.79
Warren Electrical Contractors Inc.	\$ 2,139.00
Lowe's	\$ 50.94
Power Products	\$ 513.52
Stericycle	\$ 139.03
Entre Technologies	\$ 3,273.76
Mirick Law	\$ 104.00
Comcast Business	\$ 279.89
MIIA Property and Casualty Group	\$ 1,884.00
Pine Ridge Technologies	\$ 456.00
National Grid	\$ 654.30
B-G Mechanical	\$ 1,658.50

18. **Review with an anticipated vote on the meeting minutes from 12/4/2025.** DD made a motion to approve the minutes from 12/4/2025, 2<sup>nd</sup> DV, AIF; motion carried.

**Selectmen Meeting**  
**Warren Senior Center, 2252 Main St, West Warren, MA 01092**  
**December 18th, 2025, 2:45pm**

19. **Town Administrator Report.** JF recommends that it might be time for the Town to seek a new service provider for generator servicing. He reported on website progress and procurement officer training.
20. **New Business.** None
21. **Old Business.** No updates
22. **Correspondence: Building Commissioner letter to Fraternal Order of Eagles, Letter from Ray Kopacko, Letter from Dale Schaezke.**
23. **Comments & Concerns.** Ray Kopacko stated the final edits to the master plan are almost complete.
24. **Next Meeting: January 8, 2026, 6:00pm**
25. **Anticipated motion to adjourn the meeting.** DD made a motion to adjourn, 2<sup>nd</sup> DV, AIF; meeting adjourned at 4:45pm.

Respectfully Submitted by  
Griffin Harrington, Administrative Assistant

---

David Dufresne, Clerk



December 20, 2025

Board of Selectmen  
Town of Warren  
48 High St.  
Warren, MA 01083

Dear Chairman and Members of the Board:

As part of our ongoing commitment to keep you and our customers informed about changes to Xfinity TV services, we wanted to update you on an adjustment to the Massachusetts Sales Tax.

Effective January 1<sup>st</sup>, 2026, customers' bills will reflect an adjustment to the Massachusetts Sales Tax to include your TV converter/box. This is due to a new requirement from the Massachusetts Department of Revenue. This tax is collected by Comcast and will be remitted to the Commonwealth of Massachusetts.

Customers are receiving notice of this change on their bill. Please do not hesitate to contact me should you have any questions. For your convenience I can be reached at [Eileen\\_Leahy@cable.comcast.com](mailto:Eileen_Leahy@cable.comcast.com).

Very truly yours,

*Eileen Leahy*

Eileen Leahy, Sr. Manager  
Government & Regulatory Affairs



THE LEADER IN PUBLIC SECTOR LAW

101 Arch Street, 12th Floor  
Boston, MA 02110  
Tel: 617.556.0007 | Fax: 617.654.1735  
**k-plaw.com**

December 31, 2025

**Lauren F. Goldberg**  
lgoldberg@k-plaw.com

Hon. Richard J. Eichacker and  
Members of the Board of Selectmen  
Warren Town Hall  
48 High Street  
P.O. Box 609  
Warren, MA 01083

Re: Notice of Rate Increases for FY27

Dear Members of the Board of Selectmen:

I am writing on behalf of the Firm's Management Committee to notify you of a rate change for FY27. Effective July 1, 2026, the hourly rate for Town Counsel legal services will increase by \$10.00 to \$250. Please see the attached for applicable Specialty Legal Services rates for FY27 and FY28 which similarly increase by \$10.00. Paralegal services will be billed at one-half the quoted attorney hourly rate. We will pass through disbursements and other costs incurred by the firm on behalf of the Town and will not charge for any in-house costs.

The firm very much appreciates and values our relationship with the Town. Please call or e-mail me at your convenience with any further questions.

Very truly yours,

Lauren F. Goldberg

LFG/aem  
1012341/KP/0017

# KP LAW

THE LEADER IN PUBLIC SECTOR LAW

## **SPECIALTY LEGAL SERVICES RATES (Town Counsel/City Solicitor)**

**FY27 and FY28**

“Specialty Legal Services” rates reflect the high demand for such services and the intensity of the work required to provide such services.

- Comprehensive permit matters, including hearings, and similar matters paid for by third parties such as host community agreement negotiations and the like, and including any administrative or court appeals (\$385/hour if fees are not paid by municipality; or \$355/hour if paid by the municipality);
- Comprehensive general or zoning bylaw revision or review and comprehensive form of government charter or special act adoption or amendment services (\$340);
- Election recounts (\$340);
- Cable television licensing (\$340);
- Employment Investigations (\$340); and
- Bond counsel work (fees calculated based upon “standard” factors in the field).

Note: Paralegal services are billed at one-half the quoted attorney rate. Disbursements and other costs incurred by the firm are passed through to the City or Town. We do not charge for any in-house costs.

Please contact Lauren Goldberg at [lgoldberg@k-plaw.com](mailto:lgoldberg@k-plaw.com) or at (617) 654-1759 with questions.

825625/KP/0005



## Commonwealth of Massachusetts Department of Environmental Protection

Western Regional Office

**Address:** 436 Dwight St, Springfield, MA 01103

**Phone:** 413-784-1100

Maura T. Healey  
**Governor**

Kim Driscoll  
**Lieutenant Governor**

Rebecca Tepper  
**Secretary**

Bonnie Heiple  
**Commissioner**

December 31, 2025

Penske Truck Leasing Corp.  
2675 Morgantown Road  
Reading, PA 19607  
jack.wishneski@penske.com

Attention: Jack Wishneski, Environmental  
Project Manager

Re: Warren  
Route 67  
Mile Marker 6.6  
Diesel Fuel Release  
RTN 1-52896  
**RELEASE NOTIFICATION and  
NOTICE OF RESPONSIBILITY  
M.G.L. c. 21E and  
310 CMR 40.0000**

Dear Mr. Wishneski:

On December 22, 2025, the Department of Environmental Protection (the Department) was notified of a release of diesel fuel release at mile marker 6.6 on Route 67 in Warren, Massachusetts (the site). As reported, up to 75 of diesel fuel was released from a vehicle owned by Penske Trucke Leasing Corp. that was involved in a motor vehicle accident. This constitutes a reportable release as listed in the Massachusetts Contingency Plan, 310 CMR 40.0000 (the MCP). In addition to oral notification, 310 CMR 40.0333 further requires



**Commonwealth of Massachusetts**  
**Department of Environmental Protection**

Western Regional Office

**Address:** 436 Dwight St, Springfield, MA 01103

**Phone:** 413-784-1100

that a completed Release Notification Form (RNF) be submitted to the Department within 60 calendar days of the date of the oral notification.

The Department has reason to believe that the release that was reported is or may be a disposal site as defined in the MCP. The Department also has reason to believe that you (as used in this letter "you" refers to Penske Trucke Leasing Corp.) are a potentially responsible party (PRP) with liability under Section 5(a) of M.G.L. c. 21E. This liability is "strict", meaning that it is not based on fault, but solely on your status as owner, operator, generator, transporter, disposer, or other person specified in said Section 5(a). This liability is also "joint and several", meaning that you are liable for all response costs incurred at a disposal site even if there are other liable parties.

The Department encourages PRPs to take prompt and appropriate actions in response to releases and threats of release of oil and/or hazardous materials. By taking the necessary response actions, you may significantly lower your assessment and cleanup costs and/or avoid liability for costs incurred by the Department in taking such actions. You may also avoid or reduce certain permit or annual compliance fees payable under 310 CMR 4.00. Please refer to M.G.L. c. 21E for a complete description of potential liability. For your convenience, a summary of liability under M.G.L. c. 21E is attached.

You should be aware that you may have claims against third parties for damages, including claims for contribution or reimbursement for the costs of cleanup. Such claims do not exist indefinitely but are governed by laws which establish the time allowed for bringing litigation. The Department encourages you to take any actions necessary to protect any such claims you may have against third parties.

At the time of oral notification, the Department approved the following response actions as Immediate Response Actions (IRA):

- Deployment of absorbents as necessary;
- Excavation and prproper disposal of up to 10 cubic yards of diesel fuel impacted soil.



**Commonwealth of Massachusetts**  
**Department of Environmental Protection**

Western Regional Office

**Address:** 436 Dwight St, Springfield, MA 01103

**Phone:** 413-784-1100

Specific approval is required from the Department for the implementation of an IRA with the exception of assessment activities, the construction of a fence and/or posting of signs. Additional submittals are necessary with regard to this notification including, but not limited to, the filing of an IRA Plan within 60 days of the date of notification, unless an IRA Completion Statement and/or a Permanent or Temporary Solution Statement has been filed prior to that date. IRA Status Reports are required to be submitted within 120 days of the date of notification and every six months thereafter, unless an IRA Completion Statement and/or a Permanent or Temporary Solution Statement has been filed prior to the IRA submittal due dates. The MCP requires that a fee of **\$1470.00** be submitted to the Department when a Permanent or Temporary Solution Statement is filed greater than **120 days** from the date of initial notification.

Unless otherwise provided by the Department, responsible parties have one year from the initial date notice of a release or threat of release is provided to the Department pursuant to 310 CMR 40.0300 or from the date the Department issues a Notice of Responsibility, whichever occurs earlier, to file with the Department one of the following submittals: (1) a completed Tier Classification Submittal; or (2) a Permanent or Temporary Solution Statement; or (3) a Downgradient Property Status Submittal. The one-year anniversary date for this release is **December 22, 2026.**

It is important to note that you must dispose of any Remediation Waste generated at the subject locations in accordance with 310 CMR 40.0030 including, without limitation, contaminated soil and/or debris. Any Bill of Lading accompanying such waste must bear the seal and signature of a Licensed Site Professional (LSP). You may contact the LSP Board of Registration at 617-556-1091 to obtain the current LSP list. The LSP list is also available via the following link: <https://eeaonline.eea.state.ma.us/portal#!/search/lsp>.

Please note that all submittals for this release that require an LSP opinion must be submitted through e-DEP, MassDEP's electronic document and form submittal repository. For more information on electronic submittal of forms and reports, please visit MassDEP's website, <http://www.mass.gov/eea/agencies/massdep/service/online/edep-online-filing.html>.



**Commonwealth of Massachusetts**  
**Department of Environmental Protection**

Western Regional Office

**Address:** 436 Dwight St, Springfield, MA 01103

**Phone:** 413-784-1100

If you have any questions relative to this notice, you should contact the undersigned at the above letterhead address or Joel Rees at 413-374-0170. All future communications regarding this release must reference the Release Tracking Number (RTN) contained in the subject block of this letter.

Sincerely,

Derrick Bruce  
Section Chief  
Emergency Response

DAB:JGR

52896 Warren Penske Diesel Fuel Release NOR

e-cc: Warren:

Fire Department  
Health Department  
Town Administrator

Katelyn Kelly, MassDEP  
Audrey Piubeni, MassDEP  
Dustin Mitchell, ESI



**Commonwealth of Massachusetts**  
**Department of Environmental Protection**

Western Regional Office

**Address:** 436 Dwight St, Springfield, MA 01103

**Phone:** 413-784-1100

**SUMMARY OF LIABILITY UNDER CHAPTER 21E**

As stated in the Notice of Responsibility accompanying this summary, MassDEP has reason to believe that you are a Potentially Responsible Party (PRP) with potential liability under M.G.L. c. 21E, section 5, for response action costs and damages to natural resources caused by the release and/or threat of release. MassDEP has identified you as a PRP because it believes you fall within one or more of the following categories of persons made potentially liable by subsection 5(a):

- any current owner or operator of a site from or at which there is or has been a release or threat of release of oil and/or hazardous material;
- any person who owned or operated a site at the time hazardous material was stored or disposed of;
- any person who arranged for the transport, disposal, storage or treatment of hazardous material to or at a site;
- any person who transported hazardous material to a transport, disposal, storage or treatment site from which there is or has been a release or threat of release of such material; and
- any person who otherwise caused or is legally responsible for a release or threat of release of oil or hazardous material at a site.

For purposes of the MCP, you are considered a Responsible Party (RP) with actual liability under M.G.L. c. 21E if you fall within one of these categories unless you (1) are entitled to a defense under section 5 or other applicable law, and (2) have reasonably incurred cleanup costs in an amount equal to or greater than any applicable cap on liability under subsection 5(d).

This liability is "strict," meaning it is not based on fault, but solely on your status as an owner, operator, generator, transporter or disposer. It is also joint and several, meaning that each person who falls within one of these categories may be held liable for all response action costs incurred at the site, regardless of the existence of any other liable parties.

Section 5 provides a few narrowly drawn defenses to liability, including a defense for releases and damages caused by an act of God, an act of war or an act by a third party other than an employee, agent or person with whom the party has a contractual relationship (see subsection 5(c)); a defense for certain owners of residential property at which the owner maintains a permanent residence (see subsection 5(h)); and a defense for certain public



**Commonwealth of Massachusetts**  
**Department of Environmental Protection**

Western Regional Office

**Address:** 436 Dwight St, Springfield, MA 01103

**Phone:** 413-784-1100

utilities and agencies of the Commonwealth which own a right-of-way that is a site (see subsection 5(j)).

You may voluntarily undertake response actions under the MCP without having your liability under Chapter 21E formally adjudicated by MassDEP. If you do not take the necessary response actions, or fail to perform them in an appropriate and timely manner, MassDEP is authorized by Chapter 21E to perform the necessary work.

By taking the necessary response actions, you can avoid liability for response action costs incurred by MassDEP in performing these actions. If you are an RP and you fail to perform necessary response actions at the site, you may be held liable for up to three (3) times all response action costs incurred by MassDEP and sanctions may be imposed on you for failure to perform response actions required by the MCP.

Response action costs include, without limitation, the cost of direct hours spent by Department employees arranging for response actions or overseeing work performed by persons other than MassDEP or its contractors, expenses incurred by MassDEP in support of those direct hours, and payments to MassDEP's contractors (for more detail on cost liability, see 310 CMR 40.1200: Cost Recovery). MassDEP may also assess interest on costs incurred at the rate of twelve percent (12%), compounded annually.

Any liability to the Commonwealth under Chapter 21E constitutes a debt to the Commonwealth. To secure payment of this debt, MassDEP may place liens on all of your property in the Commonwealth under M.G.L. c. 21E, section 13. To recover this debt, the Commonwealth may foreclose on these liens or the Attorney General may bring legal action against you.

In addition to your potential liability for response action costs and damages to natural resources caused by the release, civil and criminal liability may also be imposed by a court of competent jurisdiction under M.G.L. c. 21E, section 11, and civil administrative penalties may be assessed by MassDEP under M.G.L. c. 21A, section 16, for each violation of Chapter 21E, the MCP or any order, permit or approval issued thereunder.

If you are an RP and you have reason to believe that your performance of the necessary response actions is beyond your technical, financial or legal ability, you should promptly notify MassDEP in writing of your inability in accordance with Chapter 21E, subsection 5(e), and 310 CMR 40.0172. If you assert and demonstrate in compliance therewith that performing or paying for such response action is beyond your ability, subsection 5(e)



**Commonwealth of Massachusetts**  
**Department of Environmental Protection**

Western Regional Office

**Address:** 436 Dwight St, Springfield, MA 01103

**Phone:** 413-784-1100

provides you with a limited defense to an action by the Commonwealth for recovery of two to three times MassDEP's response action costs and 310 CMR 40.0172 provides you with a limited defense to MassDEP's assessment of civil administrative penalties.

D.P.U. 26-50 – Boston Gas Company d/b/a National Grid  
Plain Language Summary

On or after January 15, 2026, Boston Gas Company, d/b/a National Grid (“National Grid” or the “Company”), will file with the Department of Public Utilities (the “Department”) a petition to update the Company’s base distribution rate plan. The purpose of this filing is to request that the Department review and approve an update to the Company’s gas distribution rates. The Company has prepared this filing to implement rate changes on January 1, 2027, based on rates effective December 1, 2026.

The filing, also known as a “rate case,” is a formal process where a utility company, like National Grid, seeks approval from the Department to adjust the rates it charges its customers. This process allows a utility company to propose new rates that reflect the actual costs of providing natural gas distribution services to its customers.

If approved as filed, the requested increase represents an average impact of 8.4 percent, or \$24 monthly, for the Company’s residential heating customers located in legacy Boston Gas service territory during the winter bill period. For the Company’s residential heating customers located in legacy Colonial Gas service territory, the requested increase represents an average impact of 9.4 percent, or \$25 monthly, for the winter bill period.

If you require additional translation or interpretation services for public hearings, please contact [christine.milligan@nationalgrid.com](mailto:christine.milligan@nationalgrid.com).

Please note that the above plain language summary is provided for informational purposes only and is not intended to replace any official notice issued by the Department in this matter.

Departamenti i Shërbimeve Publike 26-50 – Shoqëria Boston Gas d/b/a National Grid  
Letër informuese

Më 15 janar 2026 ose më pas, Shoqëria Boston Gas, d/b/a National Grid (“National Grid” ose “Shoqëria”), do të paraqesë pranë Departamentit të Shërbimeve Publike (“Departamenti”) një peticion për të përditësuar planin bazë të tarifës së shpërndarjes së Shoqërisë. Qëllimi i këtij dokumenti është të kërkojë që Departamenti të shqyrtojë dhe miratojë një përditësim të tarifave të Shoqërisë për shpërndarjen e gazit. Shoqëria ka hartuar këtë dokument për të zbatuar ndryshimet e tarifave më 1 janar 2027, bazuar në tarifatat në fuqi më 1 dhjetor 2026.

Paraqitja e kërkesës, e njohur edhe si "çështje tarifash", është një proces formal ku një shoqëri që ofron shërbime, si është National Grid, kërkon miratimin nga Departamenti për të ndryshuar tarifatat që u tarifon klientëve të saj. Ky proces i lejon një shoqëri të shërbimeve publike të propozojë tarifa të reja që pasqyrojnë kostot aktuale të ofrimit të shërbimeve të shpërndarjes së gazit natyror për klientët e saj.

Nëse miratohet sipas kërkesës së paraqitur, rritja e kërkuar përfaqëson një ndikim mesatar prej 8.4 përqind, ose 24 dollarë në muaj, për klientët që përdorin ngrohjen me gaz në vendbanimet e tyre dhe që ndodhen në zonën e ish- shërbimit të Shoqërisë Boston Gas gjatë periudhës së faturimit gjatë sezonit të dimrit. Për klientët që përdorin ngrohjen me gaz në vendbanimet e tyre dhe që ndodhen në zonën e ish- shërbimit të Shoqërisë Colonial Gas, rritja e kërkuar përfaqëson një ndikim mesatar prej 9.4 përqind, ose 25 dollarë në muaj, për periudhën e faturimit gjatë sezonit të dimrit.

Nëse keni nevojë për shërbime shtesë përkthimi ose interpretimi për seancat dëgjimore publike, ju lutemi kontaktoni [christine.milligan@nationalgrid.com](mailto:christine.milligan@nationalgrid.com).

Kini parasysh se përmbledhja e mësipërme ofrohet vetëm për qëllime informuese dhe nuk ka për qëllim të zëvendësojë ndonjë njoftim zyrtar të lëshuar nga Departamenti në lidhje me këtë çështje.

D.P.U. 26-50 – Boston Gas Company, opérant sous le nom commercial National Grid  
Résumé en langage clair

À compter du 15 janvier 2026, la Boston Gas Company, opérant sous le nom commercial National Grid (« National Grid » ou « la Société »), déposera auprès du Département des services publics (le « Département ») une requête visant à mettre à jour le plan tarifaire de base de la Société en matière de distribution. Le but de la présente demande est de solliciter l'examen et l'approbation par le Département d'une mise à jour des tarifs de distribution de gaz de la Société. La Société a préparé la présente demande afin de mettre en œuvre des modifications tarifaires le 1<sup>er</sup> janvier 2027, sur la base de tarifs prenant effet au 1<sup>er</sup> décembre 2026.

La demande, également appelée « dossier tarifaire », est une procédure formelle par laquelle une entreprise de services publics, telle que National Grid, sollicite l'approbation du Département pour ajuster les tarifs qu'elle facture à ses clients. Ce processus permet à une entreprise de services publics de proposer de nouveaux tarifs reflétant les coûts réels de la fourniture de services de distribution de gaz naturel à ses clients.

Si elle est approuvée telle que présentée, l'augmentation sollicitée représenterait un impact moyen de 8,4 %, soit 24 USD par mois, pour les clients résidentiels de la société situés dans l'ancienne zone de desserte de Boston Gas pendant la période de facturation hivernale. Pour les clients résidentiels de la Société situés dans l'ancienne zone de desserte de Colonial Gas, l'augmentation demandée représente un impact moyen de 9,4 %, soit 25 USD par mois, pour la même période hivernale.

Pour toute demande de traduction ou d'interprétation lors des audiences publiques, veuillez contacter [christine.milligan@nationalgrid.com](mailto:christine.milligan@nationalgrid.com).

Veillez noter que le résumé en langage clair ci-dessus est fourni à titre informatif uniquement et ne vise pas à remplacer les avis officiels publiés par le Département à ce sujet.

D.P.U. 26-50 – Boston Gas Company d/b/a National Grid  
सरल भाषा में सारांश

15 जनवरी 2026 को बॉस्टन गैस कंपनी, जो d/b/a National Grid (“National Grid” या “कंपनी”) के रूप में व्यवसाय करती है, सार्वजनिक उपयोगिता विभाग (“विभाग”) के समक्ष कंपनी की मूल वितरण दर योजना को अपडेट करने के लिए एक याचिका दायर करेगी। इस फाइलिंग का उद्देश्य यह अनुरोध करना है कि विभाग कंपनी के गैस वितरण दरों के अपडेट की समीक्षा करे और स्वीकृत करे। कंपनी ने यह फाइलिंग इस उद्देश्य से तैयार की है कि 1 जनवरी 2027 से दरों में परिवर्तन लागू किए जा सकें, जो 1 दिसंबर 2026 से प्रभावी दरों पर आधारित होंगे।

इस फाइलिंग को “रेट केस” भी कहा जाता है, जो कि एक औपचारिक प्रक्रिया है जिसमें National Grid जैसी उपयोगिता कंपनी अपने ग्राहकों से वसूली जाने वाली दरों में समायोजन के लिए विभाग से स्वीकृति मांगती है। यह प्रक्रिया उपयोगिता कंपनी को ऐसी नई दरें प्रस्तावित करने की अनुमति देती है जो प्राकृतिक गैस वितरण सेवाएं प्रदान करने की वास्तविक लागतों को दर्शाती हैं।

अगर फाइल किए गए तरीके से मंजूरी मिल जाती है, तो मांगी गई बढ़ोतरी से सर्दियों के बिल अवधि के दौरान, पुराने बोस्टन गैस सर्विस इलाके में रहने वाले कंपनी के आवासीय हीटिंग ग्राहकों पर औसतन 8.4 प्रतिशत या \$24 महीने का असर पड़ेगा। वहीं, पुराने कोलोनियल गैस सेवा क्षेत्र में स्थित कंपनी के आवासीय हीटिंग ग्राहकों के लिए यह बढ़ोतरी औसतन 9.4 प्रतिशत, या लगभग \$25 प्रति माह होगी, उसी शीतकालीन बिल अवधि के दौरान।

अगर आपको सार्वजनिक सुनवाई के लिए अतिरिक्त अनुवाद या व्याख्या सेवाओं की ज़रूरत हो तो कृपया संपर्क करें:  
[christine.milligan@nationalgrid.com](mailto:christine.milligan@nationalgrid.com).

कृपया ध्यान दें कि ऊपर दिया गया यह सरल भाषा में सारांश सिर्फ जानकारी के उद्देश्य से है और इस मामले में विभाग द्वारा जारी किसी भी आधिकारिक सूचना का स्थान नहीं लेता।

D.P.U. 26-50 – Boston Gas Company 通称「National Grid」  
平易な表現による要約

Boston Gas Company 通称「National Grid」(以下「National Grid」または「当社」)は、2026年1月15日以降に州公益事業局(以下「州当局」)に対し当社の基本料金の改定を申請する予定です。この申請の目的は、当局に対し当社のガス基本料金の改定を審査の上で認可するよう求めることにあります。当社は2026年12月1日から適用される料金に基づいて2027年1月1日から料金改定を実施するためにこの申請書を作成しました。

「エネルギー料金改定」とも呼ばれるこの申請は、National Grid のような電力ガス会社がお客様に課す料金を調整する場合に州当局の認可を求める公式な手続きの一環です。この手続きを通じて、お客様に対し天然ガス供給サービスの実際のコストを反映した新規の料金を申請することができます。

申請どおりに認可された場合、その値上げのインパクトは、冬期料金適用期間にわたり、旧 Boston Gas の供給エリアにお住まいの住宅暖房目的のお客様にとって、平均で 8.4 パーセント、もしくは月額で 24ドルとなります。旧 Colonial Gas の供給エリアにお住まいの住宅暖房目的のお客さまの場合、その値上げのインパクトは、同一の冬期料金適用期間において、平均で 9.4 パーセント、もしくは月額で 25ドルとなります。

料金改定の公聴会向けに追加の翻訳や通訳のサービスを必要とされる方は、[christine.milligan@nationalgrid.com](mailto:christine.milligan@nationalgrid.com) までご連絡ください。

上記の平易な表現による要約文は、情報提供の目的に限定して提供されたものであり、本件に関して州当局が発行する公式な通達を代替することを意図したものではありません。

D.P.U. 26-50 – Boston Gas Company d/b/a National Grid  
សេចក្តីសង្ខេបជាភាសាសាមញ្ញ

នៅថ្ងៃទី 15 ខែមករា ឆ្នាំ 2026 ឬក្រោយពីនោះ Boston Gas Company ដែលធ្វើអាជីវកម្មក្រោមឈ្មោះ National Grid (“National Grid” ឬ “ក្រុមហ៊ុន”) នឹងដាក់ពាក្យសុំទៅក្រសួងសេវាប្រើប្រាស់សាធារណៈ (“ក្រសួង”) ដើម្បីធ្វើបច្ចុប្បន្នភាពផែនការអត្រាចែកចាយជាមូលដ្ឋានរបស់ក្រុមហ៊ុន។ គោលបំណងនៃការដាក់ពាក្យនេះគឺដើម្បីស្នើសុំឱ្យក្រសួងពិនិត្យ និងអនុម័តលើការធ្វើបច្ចុប្បន្នភាពអត្រាចែកចាយស្នើសុំរបស់ក្រុមហ៊ុន។ ក្រុមហ៊ុនបានរៀបចំការដាក់ពាក្យនេះដើម្បីអនុវត្តការផ្លាស់ប្តូរអត្រានៅថ្ងៃទី 1 ខែមករា ឆ្នាំ 2027 ដោយផ្អែកលើអត្រាដែលមានសុពលភាពចាប់ពីថ្ងៃទី 1 ខែធ្នូ ឆ្នាំ 2026។

សំណើនេះ ដែលត្រូវបានគេស្គាល់ថាជា “ករណីអត្រាថ្លៃ” គឺជាដំណើរការផ្លូវការមួយ ដែលក្រុមហ៊ុនផ្គត់ផ្គង់សេវាទឹកភ្លើង ដូចជា National Grid ស្នើសុំការអនុម័តពីក្រសួង ដើម្បីកែសម្រួលអត្រាថ្លៃដែលក្រុមហ៊ុនគិតពីអតិថិជនរបស់ខ្លួន។ ដំណើរការនេះអនុញ្ញាតឱ្យក្រុមហ៊ុនផ្គត់ផ្គង់សេវាទឹកភ្លើង ដូចជា អាចស្នើសុំអត្រាថ្លៃថ្មីៗ ដែលបង្ហាញពីការចំណាយពិតប្រាកដក្នុងការផ្តល់សេវាចែកចាយស្នើសុំធម្មជាតិទៅអតិថិជនរបស់ខ្លួន។

ប្រសិនបើត្រូវបានអនុម័តតាមការដាក់ស្នើ ការស្នើសុំបង្កើននេះតំណាងឱ្យផលប៉ះពាល់ជាមធ្យម 8.4 ភាគរយ ឬ \$24 ក្នុងមួយខែ សម្រាប់អតិថិជនប្រើកម្រិតមធ្យមនៅឋាន របស់ក្រុមហ៊ុនដែលមានទីតាំងនៅក្នុងតំបន់សេវាកម្ម Boston Gas ចាស់ក្នុងអំឡុងពេលចេញវិក្កយបត្រនោះរដូវរងារ។ សម្រាប់អតិថិជនប្រើកម្រិតមធ្យមនៅឋានរបស់ក្រុមហ៊ុន ដែលមានទីតាំងនៅក្នុងតំបន់សេវាកម្មរបស់ Colonial Gas ចាស់ ការស្នើសុំបង្កើននេះតំណាងឱ្យផលប៉ះពាល់ជាមធ្យម 9.4 ភាគរយ ឬ \$25 ក្នុងមួយខែ ក្នុងអំឡុងពេលចេញវិក្កយបត្រនោះរដូវរងារ។

ប្រសិនបើអ្នកត្រូវការសេវាកម្មប្រែប្រួល ឬប្រកបដោយការស្នើសុំបន្ថែមសម្រាប់សវនាការសាធារណៈ សូមទាក់ទង christine.milligan@nationalgrid.com។

សូមកត់សម្គាល់ថា សេចក្តីសង្ខេបជាភាសាសាមញ្ញខាងលើត្រូវបានផ្តល់ជូនសម្រាប់គោលបំណងផ្តល់ព័ត៌មានតែប៉ុណ្ណោះ និងមិនមានបំណងជំនួសការជូនដំណឹងផ្លូវការណាមួយដែលចេញដោយក្រសួងក្នុងបញ្ហានេះទេ។

## D.P.U. 26-50 – Boston Gas कम्पनी d/b/a National Grid

सरल भाषामा सारांश

जनवरी 15, 2026 को मिति वा सोपछि, Boston Gas Company, d/b/a National Grid (“National Grid” वा “कम्पनी”) ले आफ्नो आधारभूत वितरण दर योजनालाई अद्यावधिक गर्न Department of Public Utilities (“विभाग”) मा निवेदन दर्ता गर्ने छ। यस निवेदनको उद्देश्य विभागले कम्पनीका ग्यास वितरण दरसम्बन्धी अद्यावधिक प्रस्तावको समीक्षा गरी स्वीकृति प्रदान गरिदिओस् भनी अनुरोध गर्नु हो। कम्पनीले यो फाइलिङ जनवरी 1, 2027 मा दर परिवर्तन लागू गर्ने उद्देश्यले तयार गरेको हो, जुन डिसेम्बर 1, 2026 देखि प्रभावकारी दरहरूमा आधारित हुने छ।

यो फाइलिङ जसलाई “रेट केस” पनि भनिन्छ, एउटा औपचारिक प्रक्रिया हो, जसअन्तर्गत National Grid जस्ता युटिलिटी कम्पनीहरूले आफ्ना ग्राहकहरूलाई लिने शुल्क दरहरू समायोजन गर्न विभागबाट स्वीकृति माग्छन्। यस प्रक्रियाले कम्पनीलाई प्राकृतिक ग्यास वितरण सेवा प्रदान गर्दा लाग्ने वास्तविक लागतलाई प्रतिबिम्बित गर्ने नयाँ दरहरू प्रस्ताव गर्न अनुमति दिन्छ।

निवेदन बमोजिम स्वीकृत भएमा, माग गरिएको वृद्धि legacy Boston Gas सेवाक्षेत्रभित्र रहेका कम्पनीका आवासीय हीटिङ ग्राहकहरूका लागि जाडो महिनाको बिल अवधिमा औसत रूपमा 8.4 प्रतिशत, वा मासिक \$24 को प्रभाव पार्नेछ। पूर्व Colonial Gas सेवा क्षेत्रमा रहेका कम्पनीका आवासीय हीटिङ ग्राहकहरूको लागि, माग गरिएको वृद्धि जाडो महिनाको बिल अवधिमा औसत रूपमा 9.4 प्रतिशत, वा मासिक \$25 को प्रभाव पार्ने छ।

यदि तपाईंलाई सार्वजनिक सुनुवाइहरूका लागि थप अनुवाद वा व्याख्या सेवाहरू आवश्यक परेमा, कृपया [christine.milligan@nationalgrid.com](mailto:christine.milligan@nationalgrid.com) मा सम्पर्क गर्नुहोस्।

कृपया ध्यान दिनुहोस्, माथि दिइएको साधारण भाषाको यो सारांश केवल जानकारीका लागि मात्र उपलब्ध गराइएको हो र यस विषयमा Department ले जारी गर्ने कुनै आधिकारिक नोटिसको विकल्पका रूपमा प्रयोग गर्न अभिप्रेत होइन।

D.P.U. 26-50 – Boston Gas Company operando como National Grid  
Resumo em Linguagem Simples

A partir de 15 de janeiro de 2026, a Boston Gas Company, que opera sob o nome National Grid (“National Grid” ou “Empresa”), apresentará ao Departamento de Serviços Públicos (“Departamento”) uma petição para atualizar seu plano básico de tarifas de distribuição. O objetivo dessa solicitação é solicitar que o Departamento analise e aprove uma atualização nas tarifas de distribuição de gás da Empresa. A Empresa preparou essa solicitação para implementar as novas tarifas em 1º de janeiro de 2027, com base nas taxas que entrarão em vigor em 1º de dezembro de 2026.

Esse tipo de solicitação, também conhecido como “processo tarifário”, é um procedimento formal no qual uma empresa de serviços públicos, como a National Grid, busca aprovação do Departamento para ajustar as tarifas cobradas dos clientes. Esse processo permite que a empresa proponha novas tarifas que reflitam os custos reais de fornecimento dos serviços de distribuição de gás natural a seus clientes.

Se aprovado conforme solicitado, o aumento representará um impacto médio de 8,4 por cento, equivalente a 24 dólares por mês, para clientes residenciais de aquecimento atendidos pela antiga área de serviço da Boston Gas, durante o período de cobrança de inverno. Para clientes residenciais de aquecimento atendidos pela antiga área de serviço da Colonial Gas, o aumento solicitado representa um impacto médio de 9,4 por cento, ou cerca de 25 dólares por mês, no período de cobrança de inverno.

Se você precisar de serviços adicionais de tradução ou interpretação para audiências públicas, entre em contato com [christine.milligan@nationalgrid.com](mailto:christine.milligan@nationalgrid.com).

Nota-se que o resumo em linguagem simples acima é fornecido apenas para fins informativos e não se destina a substituir qualquer aviso oficial emitido pelo Departamento sobre este assunto.

D.P.U. 26-50 – Boston Gas Company, nome comercial National Grid  
Resumo em Linguagem Simples

Em ou após 15 de janeiro de 2026, a Boston Gas Company, com a designação comercial National Grid (“National Grid” ou a “Empresa”), irá apresentar ao Departamento de Serviços Públicos (o “Departamento”) um requerimento para atualizar o plano tarifário de distribuição de base da Empresa. A finalidade da apresentação deste requerimento é solicitar que o Departamento reveja e aprove uma atualização das tarifas de distribuição de gás da Empresa. A Empresa preparou esta apresentação para implementar alterações às tarifas em 1 de janeiro de 2027, com base nas tarifas em vigor em 1 de dezembro de 2026.

A apresentação, também conhecida como “caso das tarifas”, é um processo formal no qual uma empresa de serviços, como a National Grid, procura a aprovação do Departamento para ajustar as tarifas que cobra aos seus clientes. Este processo permite que uma empresa de serviços proponha novas tarifas que refletem os custos reais do fornecimento de serviços de distribuição de gás natural aos clientes.

Se for aprovado da forma apresentada, o aumento solicitado representa um impacto médio de 8,4 por cento, ou de 24 dólares mensais, para os clientes de aquecimento residencial da Empresa localizados no antigo território de serviço da Boston Gas durante o período de faturação de inverno. Para os clientes de aquecimento residencial da empresa localizados no antigo território de serviço da Colonial Gas, o aumento solicitado representa um impacto médio de 9,4 por cento, ou de 25 dólares mensais, para o período de faturação de inverno.

Caso precise de mais serviços de tradução ou interpretação para audiências públicas, entre em contacto com [christine.milligan@nationalgrid.com](mailto:christine.milligan@nationalgrid.com).

Tenha em conta que o resumo em linguagem simples acima é proporcionado apenas para fins informativos e não pretende substituir nenhuma notificação oficial emitida pelo Departamento sobre este assunto.

D.P.U. 26-50 – компания Boston Gas Company, оператор National Grid  
Сводный обзор в произвольной форме

После 15 января 2026 года включительно компания Boston Gas Company, которая является оператором National Grid (далее — «National Grid» или «Компания»), подаст в Департамент коммунального хозяйства (далее — «Департамент») заявку на обновление базового тарифа за услуги газораспределения Компании. Такая заявка подается в целях инициации проверки и утверждения Департаментом обновленных тарифов Компании на газораспределение. Компания подготовила такую заявку в целях применения измененных тарифов с 1 января 2027 года на базе тарифов, действующих на 1 декабря 2026 года.

Заявка (т. н. «тарифный прецедент») представляет собой официальную процедуру, в ходе которой такая компания по коммунальному обслуживанию (ККО), как оператор National Grid, запрашивает утверждение Департамента для изменения тарифов, взимаемых с абонентов. Такая процедура позволяет ККО предлагать новые тарифы, отражающие фактические затраты на оказание услуг по распределению природного газа своим абонентам.

Если заявка будет утверждена, запрашиваемое повышение тарифа составит 8,4 процента (24 долл. США в месяц) для пользователей услуг Компании по отоплению жилых помещений в пределах территории обслуживания Boston Gas Company в течение отопительного сезона. Для пользователей услуг Компании по отоплению жилых помещений в пределах территории обслуживания прежнего поставщика услуг (Colonial Gas) среднее повышение тарифа составит 9,4 процента (25 долл. США в месяц) в течение отопительного сезона.

Если вам требуются дополнительные услуги по устному или письменному переводу в ходе публичных слушаний, отправьте сообщение на адрес эл. почты [christine.milligan@nationalgrid.com](mailto:christine.milligan@nationalgrid.com).

Обратите внимание, что данный сводный обзор в произвольной форме предоставляется исключительно в целях информирования и не предназначен для замены всех официальных уведомлений, направляемых Департаментом по этому вопросу.

D.P.U.26-50 - Boston Gas Company, 以 National Grid 名义开展业务  
简明语言摘要

自 2026 年 1 月 15 日或之后，以 National Grid 名义开展业务的 Boston Gas Company（以下简称“National Grid”或“公司”）将向公共事业部门（以下简称“部门”）提交一份申请，请求更新公司的基础输配费率计划。本次提交申请的目的是请求部门审核并批准公司燃气输配费率的更新。公司准备本次提交申请，旨在依据 2026 年 12 月 1 日生效的费率标准，于 2027 年 1 月 1 日实施费率变更。

这份申请（又称“费率调整申请”）是一项正式流程，在此流程中，像 National Grid 这样的公用事业公司会寻求部门的批准，以调整其向用户收取的费率。此流程允许公用事业公司提出新的费率方案，以反映其向用户提供天然气输配服务的实际成本。

若本次申请获得批准，对于公司原 Boston Gas 服务区域内的居民供暖用户，在冬季账单周期内，所申请的费率上调平均影响为上涨 8.4%，即月均增加 24 美元。对于公司原 Colonial Gas 服务区域内的居民供暖用户，在冬季账单周期内，所申请的费率上调平均影响为上涨 9.4%，即月均增加 25 美元。

如果您需要公开听证会的额外笔译或口译服务，请联系  
[christine.milligan@nationalgrid.com](mailto:christine.milligan@nationalgrid.com)。

请注意，以上简明语言摘要仅供参考，并非旨在替代部门就此事宜发布的任何官方通知。

D.P.U. 26-50: Boston Gas Company que opera bajo el nombre de National Grid  
Resumen en lenguaje sencillo

El 15 de enero de 2026, Boston Gas Company, que opera bajo el nombre de National Grid (“National Grid” o la “Empresa”) presentará ante el Departamento de Servicios Públicos (el “Departamento”) una petición para actualizar el plan básico de tarifas de distribución de la Empresa. El objetivo de esta presentación es solicitar que el Departamento revise y apruebe una actualización de las tarifas de distribución de gas de la empresa. La empresa ha preparado esta presentación para implementar cambios en las tarifas el 1 de enero de 2027, basándose en las tarifas que entrarán en vigor el 1 de diciembre de 2026.

La presentación, también conocida como "caso de tarifas", es un proceso formal en el que una empresa de servicios públicos, como National Grid, solicita la aprobación del Departamento para ajustar las tarifas que cobra a sus clientes. Este proceso permite a una empresa de servicios públicos proponer nuevas tarifas que reflejen los costos reales de la prestación de servicios de distribución de gas natural a sus clientes.

Si se aprueba tal como se presenta, el aumento solicitado representa un aumento promedio de 8.4 por ciento, o de \$24 mensuales, para los clientes residenciales de la Empresa que usan calefacción en el territorio de Boston Gas durante el período de facturación de invierno. Para los hogares residenciales que usan calefacción en el territorio de Colonial Gas, el aumento solicitado representa un aumento promedio de 9.4 por ciento, o de \$25 mensuales, durante el período de facturación de invierno.

Si necesita servicios adicionales de traducción o interpretación para las audiencias públicas, póngase en contacto con [christine.milligan@nationalgrid.com](mailto:christine.milligan@nationalgrid.com).

Tenga en cuenta que el resumen en lenguaje sencillo proporcionado anteriormente es solo para fines informativos y no pretende sustituir ningún aviso oficial emitido por el Departamento en relación con este asunto.

D.P.U.26-50 – 波士頓瓦斯公司 (National Grid)  
白話說明摘要

自 2026 年 1 月 15 日或之後，波士頓瓦斯公司（以 **National Grid** 為商業名稱，以下稱為「**National Grid**」或簡稱「公司」）將向公共事業部（以下簡稱「部門」）提出申請，要求更新其天然瓦斯配氣的基本費率方案。 本次申請的目的，是希望部門審核並核准公司更新瓦斯配氣費率。這項申請是為了讓新費率自 2026 年 12 月 1 日生效，並於 2027 年 1 月 1 日開始實施。

這類申請，也就是所謂的「費率案件」，是指公用事業公司（如 **National Grid**）向公共事業部提出調整收費標準的正式流程。透過這個程序，公用事業公司可以提出新的收費標準，反映實際提供天然瓦斯配氣服務的成本。

若本次申請照原方案通過，波士頓瓦斯公司原有服務範圍內的住宅用戶（使用天然瓦斯供暖者）在冬季期間每月帳單平均將增加 24 美元，約提升 8.4%。至於在原殖民地瓦斯公司服務區的住宅供暖用戶，預估在冬季帳單期間面臨平均 9.4% 的費率調升，約為每月增加 25 美元。

若您需要公開聽證會的額外翻譯或口譯服務，請聯絡 [christine.milligan@nationalgrid.com](mailto:christine.milligan@nationalgrid.com)。

請注意，上述白話說明僅為資訊摘要用途，並不取代本案由公共事業部發布的任何正式公告。



# Board of Selectmen Meeting Attendance Date:

1/8/2026  
6:00 pm

- |     |  |     |       |
|-----|--|-----|-------|
| 1.  | Jim Fountain                                 | 21. | _____ |
| 2.  | CHARLES LYMAN                                | 22. | _____ |
| 3.  | Jim McKeon <small>Town of Warren</small>     | 23. | _____ |
| 4.  | Karyn Wood                                   | 24. | _____ |
| 5.  | Marc Granato (CMAA) (CMAA PC)                | 25. | _____ |
| 6.  | EVAN FOSKITT - NW 1 Ph                       | 26. | _____ |
| 7.  | Jeremy Olson <small>Highway Surveyor</small> | 27. | _____ |
| 8.  | G. Millette <small>Police Chief</small>      | 28. | _____ |
| 9.  | Adam Lowe <small>Fire Chief</small>          | 29. | _____ |
| 10. | Ray Kapacko                                  | 30. | _____ |
| 11. | _____  | 31. | _____ |
| 12. | _____  | 32. | _____ |
| 13. | _____  | 33. | _____ |
| 14. | _____  | 34. | _____ |
| 15. | _____  | 35. | _____ |
| 16. | _____  | 36. | _____ |
| 17. | _____  | 37. | _____ |
| 18. | _____  | 38. | _____ |
| 19. | _____  | 39. | _____ |
| 20. | _____  | 40. | _____ |