

Selectmen's Meeting
December 14, 2023, 6:45pm

In attendance: David Dufresne, Chair; Rich Eichacker, Vice-Chair; Derick Veliz, Clerk; Jim Ferrera, Town Administrator; Karen Dusty Administrative Assistant

Call the meeting to order 6:57PM

Pledge of Allegiance:

- **Updates / Report from Quaboag Regional School District Superintendent Steve Duff.** Superintendent Duff stated that he was glad to be here and report on all that is going on within the School District. Mr. Duff highlighted that the heating repair at Warren Elementary is almost complete, that through a grant they will be changing all of the lights in the auditorium to LED along with all of the lights in the Middle/High School. He went over the budget calendar and stated that hopefully by the middle to end of March the Select Board will have the budget from the School Committee. He stated that the school district will have the most economic budget that they can, keeping in mind everything that needs to be done to the schools and for the students. Mr. Duff introduced the new School Finance Director, Ms. Beryl Wagner.
- 1. **Discussion with Whiskey Hill Liquors, 2370 Main Street, West Warren, about a recent warning issued by the Alcoholic Beverage Control Commission.** Mr. Dufresne addressed the manager of Whiskey Hill Liquors, Ms. Laurin, and asked her what she had done to solve the problem. Ms. Laurin stated that everyone that comes in to purchase liquor is carded even if they are a regular. She has also put in a program on the register that asked if they have checked the ID. The Board was satisfied with what has been put in place to not sell liquor to underage people.
- 2. **Police Chief monthly reports for the months of October and November.** Chief Millette read both of his reports that are attached.
- 3. **Discussion on possibly adopting a Special Traffic Constable Policy for the Town (Anticipated Vote).** Chief Millette explained that when he had part-time police officers, they would do the traffic control assignments but now that he only has one part-timer, he would like the Town to adopt a Special Traffic Constable Policy so that he can hire appointed Special Traffic Constables to do the traffic control so he doesn't need to use his full-time police officers to do it, when they are needed for other duties. Mr. Eichacker made a motion to adopt the Special Traffic Constable Policy 2nd by Mr. Veliz, all in favor, passed unanimously.
- 4. **Emergency Management Director's report for the month of November.** Mr. McKeon went over his report which is attached.
- **Discussion on creating a levee compliance / safety committee.** Mr. Dufresne stated that this was really important and after the discussion it was decided that Mr. McKeon would draft a policy as to who would be on the committee and what their responsibilities would be. To work with Mr. Ferrera to draft this policy up and present it on January 4, 2024.

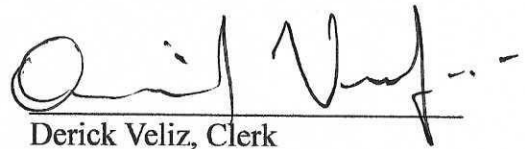
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5. **Review and possibly vote to enter into an agreement between the Town and Central Massachusetts Regional Planning Commission for Fiscal Year 2022-2023 Massachusetts Community Development Fund Program Administration Services.** Mr. Eichacker made a motion to accept the agreement between the Town and Massachusetts Regional Planning Commission for the FY 2022-2023 Massachusetts Community Development Fund Program Administration Services, 2nd by Mr. Veliz, all in favor, passed unanimously.
6. **Discussion and possible vote to sign an updated Mill Town Public Health Coalition, Inter-Municipal Agreement.** Mr. Ferrera stated that the lead Town was Palmer and had changed to Ludlow, so they need a new agreement signed. Mr. Eichacker made a motion to accept the Mill Town Public Health Coalition, Inter-municipal Agreement, 2nd by Mr. Veliz, all in favor, passed unanimously.
7. **Discussion on temporarily allowing Leslie Cook to cover office hours for the Board of Health and to possibly set compensation at a step minimum on grade A-1 pay scale.** Mr. Eichacker made a motion to have Leslie Cook fill-in at the Board of Health office at grade A-1 PayScale minimum step \$21.32 an hour.
8. **Continued discussion on setting budget guidelines for Fiscal Year 2025 for all departments** Mr. Eichacker made a motion to set the budget guidelines for FY 2025 as level services unless there is a special need to increase, 2nd by Mr. Veliz, all in favor passed unanimously.
9. **Warrants & Bills:** Mr. Eichacker made a motion to pay the following Payroll and Vendor warrants, 2nd by Mr. Veliz, all in favor, passed unanimously.
 - a. Warrants
 - i. Payroll Senior Abatement Check \$ 250.00
 - ii. Payroll #26 \$57,751.58
 - iii. Vendor #28 \$80,970.22
 - b. Bills: Mr. Eichacker made a motion to pay the following bills, 2nd by Mr. Dufresne, all in favor, passed unanimously.
 - i. Comcast Business \$ 143.35
 - ii. Crystal Rock \$ 21.16
 - iii. Verizon \$ 13.85
 - iv. Van Pool \$ 4,123.35
 - v. MIIA Endorsement \$ 313.00
- **Minutes:** None
- **Town Administrator Report:**
 - We completed everything for the contracts for the Wrights Mill Recovery Plan, Westen & Sampson countersigns the contracts.
 - Have a meeting with Entre Technology on January 10, to look at what they can offer us as far as our computer technology is concerned.

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- Ralph is back and is looking over the applications and cover letters of the potential candidates for the position at the treatment plant.
 - The Town Accountant position was put in the newspaper, on the Town website, and on the government employee website, it will be up until January 16, 2024.
 - The electrician is working on the lights outside the Shepard Bldg.
 - Mr. Ferrera stated that he participated in a Workers Compensation seminar that MIIA put on. This will give us credit on our bill.
 - Mr. Ferrera stated that he and Mr. Dufresne have met with a resident that told them about another Town and how they had a Citizen Leadership Academy. She felt that this would get residents to understand how they could help the town be better by volunteering for different committees. The Board thought it was an innovative idea and proposed to invite Mrs. Hardy to a meeting.
- **New Business: NONE**
 - **Old Business:** Mr. Eichacker asked if the Grit Screw was up and running yet. Mr. Ferrera said we're still waiting for the electrician to finish.
- 10. Correspondence:** Observation Report from Joseph Kondrat who is concerned about the water level but with the drier weather now it will go down faster.
- 11. Correspondence:** Jeff Tripp is concerned about a tractor trailer parking in his neighborhood. The Board reviewed the videos and decided that no laws were broken.
- 12. Correspondence:** Sylvia Buck dropped off a sample letter for support for South Warren Cemetery. The Board reviewed the letter from Mrs. Buck stating that it was good to have it put on letterhead, and they would sign it at the next meeting.
- **Comments and Concerns**
 - No meeting on January 18, 2024, due to the fact that Mr. Eichacker and Mr. Ferrera would not be in attendance.
 - Mr. Kopacko asked if there were any changes to the way the Board pays the Zoom Account. Mr. Eichacker said that he would pay for a year at a time so the Town can get a discount.
 - Mr. McKeon announced that Light the Night maps were available for pick-up with Santa and Mrs. Clause.
 - December 21 is the pick-up for the Jingle Fund 5-9PM in the gym of the Shepard Building.
 - **Next meeting is December 21, 2023, at 6:00 PM**
 - **Adjourn:** Mr. Eichacker made a motion to adjourn, 2nd by Mr. Veliz, all in favor, passed unanimously. Adjourned 10:10 PM

Respectfully submitted by
Karen Dusty, Administrative Assistant


Derick Veliz, Clerk

Monthly Report October 1, 2023 to October 31, 2023

In the month of October 2023, the Warren Police Department responded to a total of 2195 calls for service with 31 ending in arrests. The following is a breakdown of statistics.

Calls Logged	2195
Felonies Investigated	8
Incident reports	67
On View Arrests	3
Warrant Arrests	3
Summons Arrests	25
Total Arrests	31
Protective Custodies	1
Juvenile Arrests	3
Motor Vehicle Stops	131
Motor Vehicle Citations	49

In October 2023, 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	8,650
CT62	5,920
D785	63,235
5068	32,833
C564	104,908
Humvee	8,353

At the beginning of the month, I attended a safety presentation at the Quaboag High School. This presentation was led by Safety Committee Chair Eric Urban and was for employees. Mr. Urban did a fantastic job and I was glad I could be of assistance.

On the 5th, Officer Bouchard and I went to the Millbury State Police barracks to complete a drug destruction. This destruction was under the control of the Worcester DA's Office for cases that have been completed and the evidence can be destroyed.

On the 10th, the Department received a FLIR night vision camera (Forward Looking InfraRed) from a grant by the United States Deputy Sheriff's Association. This device will help Officers clearly see people, objects, and animals in total darkness more than 100 yards away. This thermal imager can also capture both images and record video at nighttime.

Also on the 10th, I attended my monthly Homeland Security meeting. This month we discussed using funds for voting safety.

On October 14th, the Department took part in the Trunk or Treat at Quaboag. Yet again the Police Department's trunk out did the Fire Department's. Thank you Officer Soojian for his hard work on this years trunk.

On the 26th, I along with two members from the Cops for Kids with Cancer fund presented a check to the Rimmer family for \$5,000 to support Nate's fight against cancer.

Finally, on the 31st, school Superintendent Duff and I met with the kindergarten classes to discuss the upcoming lockdown drill. I also attended the Fire Department's parade and costume contest. Thank you Chief Lavoie for inviting me and having me be a judge for all the great costumes that were there.

Thank you and stay safe,

Chief Gerald Millette

Monthly Report November 1, 2023 to November 30, 2023

In the month of November 2023, the Warren Police Department responded to a total of 1957 calls for service with 31 ending in arrests. The following is a breakdown of statistics.

Calls Logged	1957
Felonies Investigated	7
Incident reports	51
On View Arrests	7
Warrant Arrests	2
Summons Arrests	22
Total Arrests	31
Protective Custodies	1
Juvenile Arrests	0
Motor Vehicle Stops	141
Motor Vehicle Citations	99

In October 2023, 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	9,197
CT62	6,752
D785	64,330
5068	35,140
C564	Brought to up fitter do swap equipment and trade
Humvee	8,353

On the 1st of November we conducted lock down drills at the three Quaboag district schools. All schools did a tremendous job in completing the drill successfully. I would like to thank all the members of the Warren PD, Warren Fire, West Brookfield PD, West Brookfield Fire and State Police C3 barracks who attended and assisted in conducting the lockdown.

On the 7th, I attended my monthly Homeland Security meeting where updates on current projects were discussed.

On the 8th, the safety committee for the school had our monthly meeting. Many items were discussed as well as a review of the lock down drill that was conducted. Members also met later in the month to discuss adding equipment for better communication at all three schools.

Sticking with the School theme I attended two trainings this month in regards to school safety. The first was on the 14th which was a school safety summit covering many different areas. The second was on the 28th which was on the creation of school threat assessment teams.


On the 9th I attended a quarterly Massachusetts Chiefs of Police Conference attended by Chiefs throughout the Commonwealth. At this meeting several legislative items were discussed that the association is attempting to get passed.

On the 22nd, I was invited to the Elementary Schools Thanksgiving parade. This was a great event where the 1st graders made "parade floats" and marched around the school to bring in the Holiday.

On the 27th, I met with Parks and Rec as well as Chief Lavoie and Jeremy Olsen to discuss the upcoming Tree lighting downtown.

Thank you and stay safe,

Chief Gerald Millette

	WARREN POLICE DEPARTMENT	Policy Number:
Subject: <p style="text-align: center;">SPECIAL TRAFFIC CONSTABLE</p>		
Massachusetts Police Accreditation Standards Referenced:		Date of Issue: October 2023
General Order:	Issuing Author: <p style="text-align: center;"><u>Gerald N. Millette</u> Chief of Police</p>	Effective Date: Revision Date:

General Consideration and Guidelines

Special Traffic Constables direct and control traffic to insure its smooth and safe flow. Special Traffic Constables must demonstrate a firm commitment to carry out assignments in a competent, timely and professional manner. It is the policy of the Warren Police Department (WPD) to provide guidance to Special Traffic Constables through various policies, procedures, regulations, and trainings which have been established to direct members in the performance of their duties and responsibilities.

Policy

It is the policy of the WPD that:

1. Special Traffic Constables are not sworn police officers and are not covered by M.G.L. Ch. 41, § 98. Special Traffic Constables have NO authority to issue citations, effect seizures, serve arrest warrants, and other process or make arrests.

2. Special Traffic Constables are appointed, pursuant to M.G.L. Ch.41, § 91A, by the town council, upon recommendation of the Chief of Police.

Procedure

I – Special Traffic Constable

1. Police officers from the WPD, who retire or separate from service in good standing, other than an accidental or disability retirement, are eligible to be employed as Special Traffic Constables as they have experience in traffic direction and control duties.
2. Full-time or part-time police officers who retired or separated in good standing with the WPD or any other agency shall be eligible to work as Special Traffic Constables. They will be given hiring preference over all other candidates for the following reasons, including but not limited to, their training & experience working in public safety in our community, being certified first responders, having the knowledge of radio protocols in our community, etc.
3. Warren full-time fire department personnel are eligible to work as Special Traffic Constables at the approval of the Fire Chief. The Fire Chief shall also have the ability to remove any fire personnel from traffic duties at any time.
4. Special Traffic Constables shall receive the same detail rate of pay as a sworn full-time, part-time or special WPD officer. Constables will also be paid in

the same time blocks of 4 hour minimum, 8 hours after 4, and hourly overtime after 8hrs.

5. Special Traffic Constables are considered to be employees of the Town of Warren, but are not police officers. Injuries received while performing a detail will be covered by workers' compensation, not M.G.L. Ch.41, § 111F.

6. Special Traffic Constables are not eligible for benefits such as health insurance, vacation or sick time.

II – Terms of Service

1. Appointment as Special Traffic Constables will be for a one (1) year term of service. When possible, all terms of service shall begin on July 1 and end on June 30.

2. There is no automatic term renewal.

3. The Chief of Police has the exclusive privilege to recommend appointing new personnel to the Board of Selectmen (personnel board), establishing the amount of Special Traffic Constables that are needed for the Town of Warren and setting new requirements for qualification at their discretion.

4. The Chief of Police may suspend a Special Traffic Constable as part of any disciplinary action. Suspension or removal is at the sole discretion of the chief of police.
5. All details will be given first-right of refusal to all Police Officers within the Warren Police Department before Traffic Constables.
6. Call-out for details will be in the following order:
 - Warren Full-Time Officers, Part-time Officers, Specials
 - Warren Traffic Constables by seniority
 - Out of Town Officers
7. Warren Full-Time Officers, part-time Officers and Specials will have the right up to 24 hours of the start of a detail to acquire (bump) any Traffic Constable from said detail.

III –Requirements

1. Every Special Traffic Constable shall submit a letter of interest to the Chief of Police two (2) months prior to the expiration of their appointment requesting to be reappointed. New hires can apply directly to the Chief when openings occur and posted per Town bylaw.
2. Special Traffic Constables shall inform the chief of police of any medical condition which could impact the performance of their duties.

3. Special Traffic Constables who are NOT full-time Town of Warren employees shall provide the Chief of Police a letter every two years by July 1st signed by a registered physician, stating that such person is capable of performing the duties of a Special Traffic Constable, as described in this policy.
4. Special Traffic Constables must be certified in CPR and First Aid prior to working for the Town of Warren. Each member must maintain their CPR and First Aid certification as a requirement to work as a Special Traffic Constable. This shall be completed at no cost to the Town of Warren.
5. Special Traffic Constables will wear a uniform that clearly distinguishes them from that of a sworn officer.
6. Special Traffic Constables are expected to purchase their own uniform. The WPD will designate the required components. Special Traffic Constables will purchase replacement uniforms as needed for lost, unsightly or damaged equipment as determined by the Chief of Police.
7. Special Traffic Constables will be required to adhere to the WPD rules and regulations and instructions from police supervisors.
8. Detail billing slips shall be promptly submitted with in 24hrsof detail while being accurate and complete.
9. Traffic Constables will be required to pay any fees associated with a detail call out system if acquired by the Warren Police Department.

IV – Training

1. Special Traffic Constables will be required to read and remain familiar with other police department policies as ordered.
2. Annually, there shall be a written acknowledgement of the “Harassment in the Workplace Policy” and review of the “Massachusetts Conflict of Interest Training.” Special Traffic Constables must also complete Ethics Training and maintain it in good standing.
4. Special Traffic Constables shall receive training in traffic control as required by the Chief of Police. Retired full-time police officers and part-time police officers may have this waived. First aid certification will be required annually and submitted to the Chief.
5. Knowledge of hand traffic signals, cone/traffic patterns and manual operation of traffic signals is required. Initial traffic management training will be required for all Special Traffic Constables not formally Police Officers.
6. Knowledge of the Town of Warren geography, streets, and businesses’ is required.

V – Authority

The authority of Special Traffic Constables (700 CMR 6.00) is strictly limited to the direction, control, and regulation of vehicular and pedestrian traffic. Such authority shall only be exercised when in uniform, and only while performing an official assignment given by the department.

1. Special Traffic Constables shall obey, without reservation, the regulations of the department and all lawful commands of Police Officers.
2. Special Traffic Constables are used, at the sole discretion of the Chief of Police, to direct traffic and facilitate the smooth flow of vehicular and pedestrian traffic. Use of cruisers by Special Traffic Constables is prohibited. Traffic Constables may use Red or Yellow lights on personal vehicles while performing a detail for their safety at the discretion of the Chief of Police.
3. Upon request by an officer, Special Traffic Constables shall support, aid, and assist Police Officers in the lawful performance of their duties.
4. Special Traffic Constables who are NOT full-time Town of Warren employees shall provide the Chief of Police a letter every two years by July 1st signed by a registered physician, stating that such person is capable of performing the duties of a Special Traffic Constable, as described in this policy.
5. All Special Traffic Constables must pass a criminal background check prior to assuming any duties.

VI – Duties

1. The duties of the Special Traffic Constable consist of working at assigned locations, performs performing traffic control duties including manually directing traffic, operating traffic signal controls, and placing traffic cones and barricades to safely direct and control traffic flow.
2. Renders Rendering assistance to motorists when appropriate.
3. Assists Assisting the public with information regarding directions, street locations, points of interest, etc.
4. Observed Observing and reports reporting hazardous conditions/situations.

VII – Weapons

Special Traffic Constables are not authorized to carry a firearm, baton, pepper spray, handcuffs or ANY other weapon law enforcement weapon of ANY kind while on duty as a Special Traffic Constable.

VIII – Uniforms and Equipment

1. Special Traffic Constables shall wear the following uniform while on duty:
 - Pants: black tactical BDU style pant:
 - Shirt: yellow hi-visibility polo shirt, long or short sleeve, stenciled with "TRAFFIC" on the back.
 - Hat: black baseball hat with no lettering. Cold weather, black winter knit cap with no lettering. Hats shall be worn at all times while in the public view.

- Suitable black uniform shoes or boots consistent with what a police officer is authorized shall be worn.
- Special Traffic Constables must be equipped with a flashlight when working in evening lighting conditions.
- High-visibility reflective vests and yellow hi-vis outerwear jackets must be stenciled with "TRAFFIC".

Note: All uniforms and equipment will be purchased by the Special Traffic Constable at their own expense at an approved department vendor.

IX – Communication

Special Traffic Constables shall sign out a portable radio when available after accepting a detail assignment in order to effectively keep two-way communications. Portable radios must be returned at the end of daily detail assignments.

X – Violations

Any violation of the policy may result in the suspension or revocation of appointment as a special traffic constable, as determined by the Chief of Police.

November 2023 Emergency Management Report

November 5 Test of emergency sirens activation normal

November 8 Monthly Cert training five members attended focus was on first aid CPR we have wrapped up This unit and next meeting moving onto other Cert sections of training, such as search and rescue and fire safety.

November 11 Assisted Sturbridge CERT/PD with their home of the brave 5K road race two members assisted from 8 AM to 10 AM we were posted along intersections to make sure runners remained safe well on the course

November 14 Warren water department had emergency water repair intersection of school and Main Street. They used light tower from 4 PM to 9 PM which helped light up the scene so they could safely make the water repairs needed and keep traffic moving one lane through the area.

November 21 Met with Kevin from Mema to do the 2023 EMPG grant application which if awarded is \$2,700 we applied to get another 20-foot storage box due to future items, storage for emergency management/cert This container would go right next to the other box for the current time.

November 21 8pm first measured snowfall of 2.0

* Also note, I just got the contract back for this grant we applied for so the next Selectmen's meeting if I could be on the agenda to get the contract signed by chair of selectboard.

**AGREEMENT
BY AND BETWEEN**

**Town of Warren
And**

**Central Massachusetts Regional Planning Commission
*FY 2022-23 Massachusetts Community Development Fund Program Administration Services***

THIS AGREEMENT is effective as of the 11th day of December, 2023 by and between the Town of Warren, Massachusetts (hereinafter referred to as the "MUNICIPALITY"), and the Central Massachusetts Regional Planning Commission (hereinafter referred to as the "COMMISSION" or the "CONSULTANT").

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program for FY 2022-23 (hereinafter "Program"), CFDA # 14.228, pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG FY 2022-23 Grant Program objectives.

WHEREAS, EOHLC has reserved its rights pursuant to the "Act" and OMB Super Circular of the U.S Office of Management and Budget (2 CFR 200) to approve agreements between recipient communities and vendors of professional consultant services, this agreement has been submitted to EOHLC for review and has been approved.

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT:** The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY, which is incorporated by reference herein as Attachment A and may be amended from time to time.
3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services. Any information furnished by the MUNICIPALITY, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the MUNICIPALITY. All such information is furnished only for the information and convenience of the CONSULTANT and is not guaranteed. It is agreed and understood that the MUNICIPALITY does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the CONSULTANT must satisfy himself as to the correctness of such information. If, in the

opinion of the CONSULTANT, such information is inadequate, the CONSULTANT may request the MUNICIPALITY's approval to verify such information through the use of consultants or additional exploration. In no case shall the CONSULTANT commence such work without the MUNICIPALITY's prior written consent. Such work shall be compensated as agreed upon by MUNICIPALITY and CONSULTANT.

3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the CDBG project. The MUNICIPALITY'S representative is James Ferrara, Town Administrator, (413) 436 5701 ext. 107. Additional oversight will be provided by the Community Development Advisory Committee.

4 REPORTING: The CONSULTANT will submit written reports to EOHLC and the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

Quarterly Report #	Quarter Ending	Date Due
1	September 20, 2023	October 15, 2023
2	December 31, 2023	January 15, 2024
3	March 31, 2024	April 15, 2024
4	June 30, 2024	July 15, 2024
5	September 20, 2024	October 15, 2024
6	December 31, 2024	January 15, 2025
7	March 31, 2025	April 15, 2025
8	June 30, 2025	July 15, 2025

5. SUBCONTRACTS: No subcontracts may be awarded by the CONSULTANT the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT, without prior written approval of the MUNICIPALITY and the EOHLC.

The CONSULTANT shall use its best efforts to ensure that it will not knowingly use funds under this contract 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 CONSULTANT 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 CONSULTANT shall alert the MUNICIPALITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

6. TIME OF PERFORMANCE: The services of the CONSULTANT except for those eligible pre-agreement costs and activities per 24 CFR Part 58 are to commence on or about December 11, 2023 and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder except for the final report and related close-out activities shall be completed by June 30, 2025 unless otherwise agreed to by the MUNICIPALITY, CONSULTANT and EOHLC. Any extension(s) of the MUNICIPALITY's FY 2022-23 CDBG contract with EOHLC shall also encompass the term of this Agreement such that each will end concurrently, but no later than June 30, 2025, unless otherwise agreed to by the MUNICIPALITY, CONSULTANT and EOHLC.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the COMMISSION a total fee in amount not to exceed One-Hundred Sixty-Seven Thousand Five-Hundred Dollars and no Cents (\$167,500.00), including direct reimbursable expenses, based upon invoices submitted in an approved form and in accordance with the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The CONSULTANT shall maintain in accordance with 2 CFR Part 200.333, the Massachusetts public records law, and any Mass. 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 Agreement, 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 CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.1.1 Program Income: If the CONSULTANT's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, CONSULTANT will track, report and utilize any and all such program income generated through CDBG funded activities as required by Mass. CDBG.

8.1.2. Photographic Documentation (for construction projects only): CONSULTANT shall submit photographs to the MUNICIPALITY of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted by the time of grant closeout.

8.2 ACCESS TO RECORDS: The CONSULTANT shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by the EOHL, their authorized representatives, authorized representatives of the US Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

8.3. TERMINATION OR SUSPENSION:

8.3.1 The MUNICIPALITY, utilizing reasonable discretion, may suspend or terminate this Contract by providing the COMMISSION with fifteen (15) days written notice for reasons outlined as follows:

- a). Failure of the COMMISSION, for any reason, to fulfill in a timely or proper manner, its obligations under this contract including compliance with applicable federal, state or local laws, or regulations, and such procedures or guidelines as may be established for the Massachusetts Community Development Block Grant-Small Cities program by EOHL;

- b). Submission by the COMMISSION to the MUNICIPALITY of reports that area consistently and continually late, incorrect, or incomplete in any material respect;
- c). Cancellation, revocation, suspension, or termination by HUD of the grant agreements to the Commonwealth under which the Grant Agreement or the portion thereof funding this Contract.
- d). A determination by the MUNICIPALITY that the COMMISSION has engaged in fraud, waste, mismanagement, or misuse of funds, or criminal activity with any funds provided by this Contract.

Except in the case of a suspension or termination resulting from c). above, the COMMISSION, upon receipt of a notice to suspend or terminate this Contract, shall have fifteen (15) days to reply in writing, if the COMMISSION does not concur with the reasons for the suspension or termination.

8.3.2 The COMMISSION may suspend or terminate this Contract by providing the MUNICIPALITY with fifteen (15) days written notice for the following reasons:

- a). Failure by the MUNICIPALITY to pay the fee in accordance with Article 7.
- b). Actions or inactions by the MUNICIPALITY which seriously hinder the COMMISSION's ability to perform its obligations in accordance with the Grant Agreement and applicable federal, state, or local law.
- c). A reasonable determination by the COMMISSION that the satisfactory completion of one or more of the agreed upon activities is rendered improbable, infeasible, impossible or illegal, without fault of the COMMISSION, provided however that the COMMISSION shall first have
 - (i) advised the MUNICIPALITY of the reasons for the determination, and
 - (ii) developed and proposed such solutions as appear feasible, and
 - (iii) sought to negotiate an amendment of the Grant Agreement with the MUNICIPALITY and such efforts have not satisfactorily removed the impediment to completion.

8.3.3 In the event of suspension or termination, the MUNICIPALITY shall compensate the COMMISSION for services rendered through the date of suspension or termination, according to the "Method and Schedule of Compensation", Attachment B. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY.

8.3.4 Section 8.3 of this Agreement 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.

8.4 AMENDMENTS: This Agreement may be amended provided such amendment is in writing and executed by the parties to this Agreement, and receives approval from EOHLC prior to its effective date.

8.5 NON-DISCRIMINATION: The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order; Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry or status as a veteran or any other basis prohibited by law. The CONSULTANT shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law.

8.6 PROCUREMENT STANDARDS: The CONSULTANT shall adhere to the requirements set forth in Mass. CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The CONSULTANT shall maintain records sufficient to detail the process for procurement.

8.7 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.8 EMPLOYMENT OPPORTUNITIES: Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

8.9 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 526.

8.10 LABOR STANDARDS: Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

8.11 CONFLICT OF INTEREST: The CONSULTANT shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, M.G.L. c.268A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 et seq.

8.12 DOMESTIC PREFERENCES FOR PROCUREMENTS: Pursuant to 2 CFR § 200.322, the CONSULTANT should, to the greatest extent practicable under this Agreement 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. The CONSULTANT shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.

8.13 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND Mass. CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the MUNICIPALITY's Grant Agreement with EOHLC and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The CONSULTANT shall comply with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by EOHLC.

9. AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to the continued availability of federal funds for Mass. CDBG, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.

10. INDEMNIFICATION: The CONSULTANT shall indemnify, defend, and hold the MUNICIPALITY harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses, including reasonable attorney's fees, caused by or arising out of the CONSULTANT's breach of this Agreement or the negligence or misconduct of the CONSULTANT, or the CONSULTANT's agents or employees in the completion of the services or products covered by this Agreement.

11. LICENSES: The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, Attachment A, as required by federal, state or local laws or regulations, and shall comply with the provisions of 2 CFR Part 200.325 with respect to any bonding or other insurance requirements.

12. CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and EOHLC, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L. c. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

The CONSULTANT certifies that the CONSULTANT 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 Agreement, that the CONSULTANT shall communicate these provisions to and enforce them against its subcontractors, and that the CONSULTANT shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the CONSULTANT is given access as part of this Agreement, from unauthorized access, destruction, use, modification, disclosure, or loss.

The CONSULTANT understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals 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 CONSULTANT acts as a holder of personal data and the CONSULTANT 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. The MUNICIPALITY and the CONSULTANT 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 EOHLC, the MUNICIPALITY, or the CONSULTANT to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

The CONSULTANT and its employees shall generally not conduct Massachusetts CDBG program business through or send confidential Massachusetts CDBG program business information to the employee's personal email account. In addition, the CONSULTANT will promptly notify EOHLC in the event of any security breach including the unauthorized access, disbursement, use or disposal of the Massachusetts CDBG program business records and information. In the event of a security breach, the CONSULTANT will cooperate with the MUNICIPALITY, EOHLC, and their authorized representatives and will provide access to any information necessary to respond to the security breach.

13. COPYRIGHT: No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.

14. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the MUNICIPALITY wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the CONSULTANT will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

15. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: If the amount of the contracts and subgrants exceeds \$150,000 the CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
16. ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201): Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan must be issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
17. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter "SAM"), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The MUNICIPALITY is not currently debarred or suspended by the federal or state government under any law or regulation. The CONSULTANT certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.
18. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93 as part of this contract ("Compliance Certification," Attachment C).
19. CLOSEOUT: The CONSULTANT shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Mass. CDBG.
20. CERTIFICATE OF COMPLIANCE: The CONSULTANT shall submit to the MUNICIPALITY Compliance Certifications including a Certificate of Tax Compliance as part of this contract ("Compliance Certification," Attachment C).
21. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

22. CERTIFICATION BY THE COMMISSION: The following documents shall be deemed to be an integral part of the Agreement:

- Attachment A: Scope of Services
- Attachment B: Method and Schedule of Compensation
- Attachment C: Compliance Certification

23. INSURANCE:

- A. The CONSULTANT shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- B. The CONSULTANT shall also maintain general liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- C. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the MUNICIPALITY at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- D. Upon request of the CONSULTANT, the MUNICIPALITY reserves the right to modify any conditions of this Article.

24. ASSIGNMENT: The CONSULTANT shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the MUNICIPALITY.

ATTACHMENT A

Scope of Services

Town of Warren
And
Central Massachusetts Regional Planning Commission

FY2022-23 Massachusetts Community Development Fund Program Administration

This attachment outlines a Scope of Management Services which the Central Massachusetts Regional Planning Commission will perform as the administering agent for the Town Warren's FY2022-23 Community Development Fund Program. The objective of the Commission's efforts will be program oversight, coordination, facilitation, and administration of this program, which will result in oversight of the Town Common Improvement Project (design) and the School Street Improvement Project (construction). The Commission will oversee the program contractors and consultants throughout the duration of the program to ensure completion.

In addition, the Commission will be responsible for the Town's compliance with all applicable State and Federal regulations as well as the general and financial administration of the program. Toward these goals, the major activities that will be performed by the Commission will include:

1. Refinement of program plans, procedures and forms

In conjunction with the Town, CMRPC will establish policies and procedures to guide the FY2022-23 Community Development Fund program.

2. Project Management

- Initiate start-up activities including marketing and outreach
- Initiate start-up activities including preparation for filings for environmental clearance
- Prepare relevant procurement documents for those areas requiring such including oversight of complete bidding process
- Prepare all contracts with successful bidders/proposers
- Establish and maintain general files and other records for each component of the program in coordination with Town administrative staff
- Prepare/review requests for payment periodically as needed
- Facilitate and closely monitor all planning projects including public participation, content, quality, compliance, and meeting of goals and objectives
- Coordinate meetings with involved parties (engineer, architect, consultant, etc.)
- Perform other project management tasks as required
- Attendance at relevant meetings, work sessions, hearings, or conferences convened by the Town, EOHL, or others which are directly pertinent to the program

3. Monitoring and Reporting Activities

- Monitor work progress and conduct periodic inspections of all funded activities. Monitor the performance of all activities to assure the implementation schedule is being met, consistent with the schedule submitted with the Town's application, or any changes thereto approved by EOHL

- Maintain information and documentation required to efficiently oversee all program activities as well as to report the progress of the Town program to EOHLC and the Board of Selectmen
- Preparation of status reports (programmatic and financial) as required by EOHLC, in coordination with Town financial administration staff

4. Outreach

CMRPC will be responsible for outreach related to all aspects of the FY22-23 program, under the direction of the Board of Selectmen, Community Development Advisory Committee and/or project-specific steering committees. CMRPC will supervise outreach conducted by contractors.

5. Planning & Design Projects (Town Common Improvement Project)

- Serve as the Town's representative including:
 - Overseeing planning/engineering consultant procurement process (finalize RFQ/RFP documents, place advertisements, complete reference checks, review RFQ/RFP responses in coordination with any project-specific review committees)
 - Project administration (issuance of notice of award, preparation of contract)
 - Project monitoring (project meetings, review of planning/design documents, coordination with consultants)
 - Review of invoices
 - Outreach
 - Assistance w/project close-out

6. Construction Project (School Street Improvement Project)

- Serve as the Town's administrative project manager. Tasks include:
 - Coordination with project engineer, Town staff, contractor
 - Coordinating bid process (finalize/updated bid documents w/ engineer, place advertisements/notices, conduct pre-bid checks on wage, make reference checks, review bids)
 - Construction administration (issuance of notice of award, preparation of contract, pre-construction conference, notice to proceed)
 - Construction monitoring (job meetings, field visits, wage interviews)
 - Review of certified payrolls and Section 3 compliance
 - Processing of pay requisitions and change order requests
 - Outreach
 - Assistance w/project close-out

7. Maintenance of Case Files and Other Records

CMRPC will maintain adequate file documentation for all other program components as well as any other general program files required by State or Federal regulation. CMRPC will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, including M.G.L., C. 66, section 10 and 201 CMR 17:00, regarding access to public records and the protection of personal information.

8. Historic Structure Reviews

CMRPC in correspondence with the local and Massachusetts Historical Commissions will review public facilities projects and other projects as needed for compliance with the Secretary of the Interior's Standards for Rehabilitation.

9. Accounting and Financial Record Keeping

CMRPC will provide ongoing accounting and record keeping in order to properly carry out day-to-day financial management functions in accordance with regulations and guidelines promulgated by the Federal government in the Office of Management and Budget's 2 CFR Part 200 (Super Circular) as well as recommended procedures outlined in the Massachusetts Small Cities Program's Financial Management Training Manual and those financial policies and practices required by the Commonwealth which are specified in the form of CDBG program regulations. CONSULTANT'S day-to-day financial management functions shall include preparation and submission of grant drawdown requests, tracking of drawdown progress, issuance of payments from the TOWN's grant-specific direct depository account to vendors per approved invoices, coordination with TOWN financial staff, tracking of all grant-funded budgets and transactions, recording of contracts and payments in DHCD's Intelligrants system, financial reporting as required by DHCD, maintenance of a check register of grant-funded payments, and maintenance of any other required financial records for file review and audit.

The TOWN shall be responsible for timely transfer of grant funds received from the Commonwealth into the TOWN's grant-specific direct depository account maintained by CONSULTANT on the TOWN's behalf, compliance with federal and state tax requirements related to grant-funded payments (e.g., issuance of 1099s and related documentation), coordination with CMRPC financial staff, and tracking of program income (if any) with technical assistance from CMRPC. CONSULTANT and TOWN staff will coordinate to ensure that draws from the grant are tied to progress on grant-funded activities, including administration and program delivery.

10. Other Activities

- Perform such other relevant work tasks and activities as may be authorized by the Town which are mutually agreeable to both and necessary for the completion of the program
- Perform program close-out, creating required reports and certifications as required

ATTACHMENT B

Method and Schedule of Compensation

Town of Warren
And
Central Massachusetts Regional Planning Commission

FY2022-23 Massachusetts Community Development Fund Program Administration

<u>Project Total</u>	\$167,500
Labor	\$71,875
Fringe & Other Indirect*	\$77,625
Direct Costs**	\$18,000

<u>**Direct Cost Category</u>	<u>Amount (\$)</u>
Memberships, Publications etc	0
Training & Education	500
Travel	2,000
Accounting/disbursement	500
Legal Svcs	0
Advertising	1,500
Reproduction/Printing/Postage	0
Communications	0
Supplies & Materials	0
Maintenance & repairs	0
Audit	6,000
Computer, Software & related	1,500
Equipment	0
Professional Svcs	0
Application Preparation Fee	6,000
Other	0

<u>Est. Staff Level of Effort by Grant Stage***</u>	<u>Amount (\$)</u>
Grant Startup (CMRPC)	5,000
Monthly Grant Administration & Project Delivery (CMRPC)	5,938
Grant Closeout (CMRPC)	2,000

CMRPC and Town staff will coordinate to ensure that draws from the grant are tied to progress on grant-funded activities, including administration and program delivery.

Staffing CMRPC Staff assigned to grant and/or project management activities under this agreement include: Andrew Loew, Comm. Development Director; Joseph Ferguson, CD Project Administrator, Chris Dunphy, Principal Planner (primary contact for this grant); Ian McElwee, Principal Planner; TBD, Business Program Manager; Baseemah Shakir, Business Coordinator; TBD, CD Planner, and Stephanie McKinney, Business Assistant. Subject to need and availability, staff/interns to be assigned to the CD assistant role include Matthew Deiulis (primary), Gloria Agossou, Sam Carter, Julia Moore, Sarah Plutnicki, Jordan Hollinger and/or others.

Name	CMRPC Title	% FTE on this grant (appx.)
Andrew Loew	CD Director	<0.05
Joseph Ferguson (primary), Chris Dunphy, and/or Ian McElwee	Principal Planner/Community Development Project Administrator	0.25 total
TBD	Manager, Business Section	<0.05
Baseemah Shakir	Business Coordinator	0.15
Stephanie McKinney	Business Assistant	<0.05
CD Planner TBD, Matthew Deiulis, others	Associate Planner, Assistant Planner	0.05 total

Method of Payment The source of funds for payment to the Commission is the Massachusetts FY 2022-23 Community Development Block Grant. Invoices shall be submitted on a monthly basis based on actual labor, indirect and direct costs.

* Budgeted indirect rate (including fringe benefits) is 108% per CMRPC's audit current at the time of the grant application
*** Excludes direct costs

ATTACHMENT C

Compliance Certification

**Town of Warren
And
Central Massachusetts Regional Planning Commission**

FY2022-23 Massachusetts Community Development Fund Program Administration

Non-Discrimination and Affirmative Action Certification

The Commission agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment, including but not limited to, the Americans with Disabilities Act 42 USC 12101, 28 CFR Part 35, or as amended; 29 USC S.791 et. seq.; Executive Orders 227, 237, 246; MGL C. 151B; and MGL C. 272, S. 92A, S98 et.seq., or any amendments to these provisions. Pursuant to Executive Orders 227 and 246, the Commission is required to take affirmative actions designed to eliminate the patterns and practices of discrimination including providing written notice of its commitment to non-discrimination to any labor association with which it has an employment agreement, and to certified minority and women-owned businesses and organizations or businesses owned by individuals with disabilities. The Town shall not be liable for any costs associated with the Commission's defense of claims of discrimination.

Qualifications Certification

The Commission represents that it is qualified to perform the services required under this contract and possesses or shall obtain all requisite licenses and permits.

Tax Compliance Certification

Pursuant to M.G.L. c. 62C, §49A, the Commission certifies under the penalties of perjury that, to the best of its knowledge and belief, the Commission is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Employment Security Contributions and Compulsory Workers' Compensation Insurance Certification

Pursuant to MGL C.151A, S.19 and MGL C.152, the Commission certifies with all laws of the Commonwealth relating to payments to the Employment Security System and all Commonwealth laws relating to required worker's compensation insurance policies.

Byrd Anti-Lobbying Amendment Certification

The Commission further certifies that: 1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, or renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an employee or officer of congress, or an employee of a member of congress in connection with this shall complete and submit standard form - III, "Disclosure Form to Report Lobbying," in accordance with its instructions. 3.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Certification Regarding Disclosure Requirements for Activities Receiving \$200,000 or More:

The undersigned shall comply with the requirements of full disclosure for any project or activity proposed for and receiving funding equal to \$200,000 or more. Disclosure will include providing information regarding: assistance from other government sources in connection with the project; financial interests of persons involved in the project (from planning to development to implementation of the project or activity), such financial interests exceeding \$50,000 or 10% of the project assistance requested, whichever is lower; and sources and uses of other funds involved in the project. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed under penalty of perjury on this 11 day of December, 2023.

Central Massachusetts Regional Planning Commission

By: Janet A. Pierce
Janet A. Pierce, Executive Director

IN WITNESS THEREOF, the MUNICIPALITY and the COMMISSION have executed this AGREEMENT under seal in triplicate as of the date above noted.

The Town of Warren

By: [Signature]
David P. Dufresne, Chair, Board of Selectmen
Authorized Signatory

Date: 12-14-2023

Attest: [Signature]
(Witness's Signature)

Central Massachusetts Regional Planning Commission

By: [Signature]
Janet A. Pierce, Executive Director

Date: December 11, 2023

Attest: [Signature]
(Witness's Signature)

Town Accountant

Certification as to Availability of Funds

By: [Signature]
Town Accountant

Date: 12-18-2023

Attest: [Signature]
(Witness's Signature)

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

The Town's source of funds for payment to the Commission is the Massachusetts Executive Office of Housing and Livable Communities' FY 2022-23 Community Development Block Grant.

TOWN OF WARREN, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this 30th day of November 2023 by and between the TOWN of WARREN, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 48 High Street, P.O. Box 609, Warren, MA 01083, hereinafter referred to as the "TOWN", and Weston & Sampson Engineers, Inc. a corporation having a usual place of business at 712 Brook Street, Suite 103, Rocky Hill, CT 06067, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the Wright's Mills Master Recovery Planning Services, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefore to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Request for Proposals (RFP), including without limitation the Specifications therein, "The Wright's Mill Recovery Master Plan" grant agreement between the TOWN, the U.S. Department of Commerce's Economic Development Administration, and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. If there is any inconsistency between any of the Contract Documents, the most favorable to the Town shall govern; provided, however that in the event of any inconsistency with the above-referenced grant agreement, the grant agreement shall control.
2. **THE WORK.** The Work consists of obtaining and servicing the Project, as more fully described in the Contract Documents as defined above. The CONTRACTOR shall supervise and direct the work, using skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location. The CONTRACTOR shall be responsible to the TOWN 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. Consistent with the standard of care referenced above, the CONTRACTOR shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The CONTRACTOR shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary. CONTRACTOR and all consultants must

be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law and as otherwise required by the Town including without limitation the RFP. Neither the TOWN's review, approval, or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

3. **TERM OF CONTRACT.** This Agreement shall be in effect from 12/1/2023 and shall expire on 6/12/2025, unless terminated earlier pursuant to the terms hereof.
4. **COMPENSATION.**
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above in accordance with the payment schedule appearing in the CONTRACTOR's Proposal, included herein as Attachment A.
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
 - C. Neither the TOWN's review, approval, or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
 - D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. **PAYMENT OF COMPENSATION.** The TOWN shall make payments within thirty (30) days after its receipt of a complete and satisfactory written invoice.
6. **LIABILITY OF THE TOWN.** The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement. The TOWN is not obligated to purchase the Project, unless it so elects in accordance with the payment schedule referenced in Paragraph 4 above.
7. **INDEPENDENT CONTRACTOR.** The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the TOWN for any purpose.
8. **INDEMNIFICATION** A) General Liability: The CONTRACTOR shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the CONTRACTOR or his employees, agents, subcontractors or representatives.

B) Professional Liability: The CONTRACTOR shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the CONTRACTOR's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the CONTRACTOR or his employees, agents, subcontractors or representatives.

The provisions of paragraphs A. and B. above shall survive the expiration or termination of this Agreement.

9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability \$1,000,000 per occurrence
Property Damage Liability \$ 500,000 per occurrence
(or combined single limit) \$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability \$1,000,000 per occurrence
Property Damage Liability \$ 500,000 per occurrence
(or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation and Professional Liability Insurance) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense, or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

Termination shall not prejudice or waive any rights or action which the TOWN may have against CONTRACTOR up to the date of termination.

12. INSPECTION: REPORTS AND SITE INFORMATION. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request. One (1) reproducible copy of all report's drawings, plans, specifications, and other documents prepared by the CONTRACTOR shall become the property of the TOWN upon payment in full therefore to the CONTRACTOR. Ownership of stamped drawings and specifications shall not include the CONTRACTOR's certification or stamp. Any re-use of such documents without the CONTRACTOR's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the CONTRACTOR or to the CONTRACTOR's independent professional associates, subcontractors, or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the CONTRACTOR's rights under this Agreement.

The TOWN shall furnish to the CONTRACTOR available surveys, data and documents relating to the area which is the subject of the work hereunder. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. 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 TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the CONTRACTOR must satisfy himself as to the correctness of such information. If, in the opinion of the CONTRACTOR, such information is inadequate, the CONTRACTOR may request the TOWN's approval to verify such information through the use of consultants or additional exploration.

13. **ROYALTIES AND PATENTS.** The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. **SUCCESSOR AND ASSIGNS.** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. **COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. **NOTICE.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. **SEVERABILITY.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. **GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations, and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

20. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument. The exchange of counterparts by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall constitute effective execution and delivery of this Agreement by the parties hereto. Signatures of Town and Grantee delivered by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

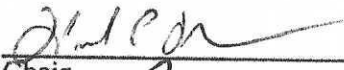
Weston & Sampson Engineers, Inc.

TOWN OF WARREN

By its [Vice President]

by its Board of Selectmen:

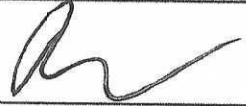




Blake A. Martin, Vice President

Chair

Signature


Vice Chair

Name and Title

Clerk

Approved as to Availability of Funds:

 (\$ 223,400)
Town Accountant Contract Sum

Approved as to Form:

Town Counsel

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Weston & Sampson Engineers, Inc.

By its [_____]

Signature

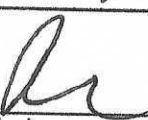
Name and Title

TOWN OF WARREN

by its Board of Selectmen:

_____

Chair

_____

Vice Chair

Clerk

Approved as to Availability of Funds:

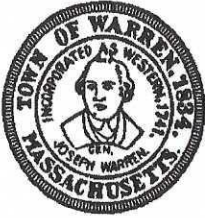
Town Accountant

(\$ 223,400)
Contract Sum

Approved as to Form:

_____
Town Counsel

11/30/23
Date



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

December 14, 2023

Leslie Cook
12 Mechanic Street
West Brookfield, MA 01585

Re: Additional Hours / Duties and Responsibilities

Dear Ms. Cook,

This letter confirms a change in your current role with the Town of Warren to reflect additional hours / duties and responsibilities while temporarily working as administrative assistant to the Board of Health. Under this change, you will be responsible for providing public office hours to the Office of the Board of Health on a temporary basis and assisting in the regular office duties. You will also be required to attend regular Board of Health meetings to transcribe the minutes. While working in this position you will be compensated at a rate of \$22.31 per hour. This change will go into effect as of December 6, 2023. You will be expected to work in the Board of Health office from 3:00pm to 4:00pm Monday to Wednesday, which shall be subject to change by the Town Administrator based on the operational needs of the Town. Under this new change, you will report directly to the Town Administrator and Chairperson of the Board of Health. This temporary change will expire upon the return of the permanent administrative assistant. The total number of hours you work for the Town may not exceed forty hours at any time.

If you have not completed the state-mandated Ethics Training within the last two years, then you can find information in the Town Clerk's office to complete this.

If you should have any questions, please contact me at 413-436-5701 Ext. 107. Please sign below, acknowledging your acceptance of this change in accordance with the above. We look forward to continuing working with you and thank you for your assistance in this matter!!

Sincerely,

James J. Ferrera
Town Administrator

Cc: Board of Selectmen
Town Treasurer
Town Accountant