

Town of Brimfield Board of Selectmen

Agenda
February 20, 2018
Town Hall – Great Hall

6:30 p.m.

Payroll & Warrants:

Minutes:

Review and sign minutes of February 5, 2018

Review & Action:

1. Recreation Trails Program Grant for \$28,500
2. Anna Ozolins – Sign for Lake Sherman
3. Solitude Lake Management contract
4. Building Commissioner – Permit Pro
5. Chamber of Commerce booth during Flea Market
6. Warrant Article: Municipal Opioid Litigation
7. Treasurer/Collector Clerk position
8. Muncibid items sold
9. Use of common – Boys Scouts, March 17th
10. Permission to distribute flyer for community Easter Egg hunt at Cong. Church
March 24th
11. Use of common for community Easter Egg hunt on March 31st
12. Special & One day Liquor License: Rusty Corriveau, 35 Main Street
13. Annual Common Victualler Licenses for:
 - Mooseys Café, Amy Luissha, Ware, MA
 - D & L Lobster, Douglas Pettengill, Charlestown, RI
 - JB Catering, Jean Bailey, Monson, MA
 - Sylvia's Hot Dogs, Valerie Abelin, Longmeadow, MA
 - Shelton's, Lois Shelton, 34/36 Main Street, Brimfield
14. Annual Owner Operator Licenses for:

Quaker Acres, 20 Palmer Road	Shelton Antique Shows, 34 Main Street
Green Acres, 9 Prospect Hill Road	Grand Trunk, 65 Palmer Road
Collins Apple Barn, 52 Palmer Road	May's, 10 Palmer Road
Mahogany Ridge, LLC, 1 Warren Road	Central Park, 25 Palmer Road
Brimfield Acres North, 74 Palmer Road	

15. Review Selectmen's preliminary budget

Old Business:

New Business:

Public Access:

Adjourn

Upcoming Meetings: March 5, 2018 6:30 p.m.

Minutes

Town of Brimfield
Board of Selectmen
Town Hall, 21 Main Street
Meeting Minutes – February 5, 2018

Present: Chair; Michael Miller, Vice Chair; Harold Leaming, member; Paul McCarthy, member; Paul Vandal, member; Michele-Lee Shea.
recording; Carol Camerota
Others: Police Chief Kuss, Accountant; Marie Arsenault, Conservation; Roger deBruyn, Finance; Mike Doyle, Officer Olszta, 2 residents and Dan Camerota

Cable recording: S. Costa

(Miller) call to order at 6:30 p.m.

Payroll & Warrants:

Signed by Board

Minutes:

Review and approve meeting minutes of January 22, 2018.

Motion #18-125: by (Leaming) move to approve minutes of January 22, 2018, seconded by (Shea), all in favor.

(Miller) Made comment on how he runs the meetings. He publically stated that people can't just jump up and speak. They should raise their hands and be recognized. He will continue to request microphones to be used. (Leaming) also commented about the complaint that came in from the previous meeting and that he was offended and apologized if he had offended anyone. (McCarthy) thought it was just a misunderstanding that participation is part of the meeting but the board also has work that needs to be conducted.

Review and Action:

Contract for IGS (Electric):

The IGS electric contract discussed at the previous meeting needed to be signed outside of a meeting in order to secure the rate. (Miller) signed the contract.

Sign quote agreement for re-certification testing on handicap lift:

(Miller) asked if the cost of State fee and inspection on the handicap lift totaling over \$1,000 could be avoided. (Leaming) responded that due to being ADA compliant this needs to be up and working. It's very important to have and needed for insurance as well.

Motion #18-126: by (McCarthy) move to approve Garavanta inspection of \$695.00 and State fee of \$400 for the handicap lift in the Town Hall, seconded by (Vandal), all in favor.

Acknowledge & action for deficit in Winter/General Account #01-0423-5580:

Highway Surveyor notified the board that the Winter General Account is now in deficit along with payroll and other expenditures.

Conservation request for use of wetland filing fees:

Conservation is requesting use of their Wetland filing fees for administrative support. There has been an increase in wetland filings, NOI's and projects with DOT. There will be more in February which requires their Admin to advertise, issue order of conditions and meet deadlines of 21 days. She wants to meet these deadlines but has limited hours 2 days a week and also has meetings to attend which include doing minutes. (Leaming) asked if he had taken advantage of the Sr. Worker program. deBruyn said he had not and added the funds from the wetland account can be used as long as advertised. She would only need an additional 5 hours a week until the end of March.

(Miller) asked how many new filings there would be. By the next meeting he would like a breakdown of numbers over the last 5 years. The board discussed with Mr. deBruyn State laws and where the clerk salary account balance was now. The Board advised him to continue using the salary line item until it's gone and then come back. (Leaming) would like to see documentation at the end of the year. The clerk will keep a diary of work and hours.

Sr. Center annual agreement and request for direction on projects:

The Sr. Center is in need of air conditioning in their space at the Congregational Church. (Miller) suggested the contract be for 5 years. Will revisit this next year. Comment was made that the Sr. Center services over 11,000 people on half the budget of the Library.

Motion #18-127: by (Shea) move to sign the annual Sr. Center contract with the Congregational Church, seconded by (McCarthy), all in favor.

Sr. Center bond bill support:

COA Director is asking for support for a request by Anne Gobi in the bond bill making its way through the legislature for \$1 million for planning, design acquisition and building of a senior center for Brimfield. This process may take a while to go through and might not even be approved or funded.

Motion #18-128: by (McCarthy) move to support the efforts of Anne Gobi for her request in the bond bill, seconded by (Leaming), all in favor.

Amendment to Selectmen minutes of 11/13/2017:

Request from Dawn Adams, Pastor at the Congregational Church to amend minutes of November 13, 2017. She and her husband are not members of the Tri Town Food Pantry board, however they do support their efforts.

Motion #18-129: by (Leaming) move to amend minutes of 11/13/17 that Pastor Adams and her husband are not on the board of the Tri Town Food Pantry, but do support their efforts, seconded by (McCarthy), all in favor.

Re-visit Police Budget:

Chief Kuss submitted a chart to the board showing Police officers hours from April and November of 2009 through 2017. It's hard to figure exactly what hours will be needed with different pay rates and police presence. (Miller) needs to see how many hours were used in total going back 5 years. Chief Kuss replied that his budget is not based on what the needs will be. The hours represent many things such as patrol, paperwork, court, etc. The needs of the town should be there for all citizens. The State Police also cover the town in different parameters.

(Miller) appreciates the conversation. The Chief acknowledged that he still answers to the board but wants to be there for local support of the people.

Without the daily staff support such as what Sturbridge has, a daily log for residents to see is not possible. Opioid addiction is here and all around the surrounding towns. Things will also get worse with the new marijuana laws. The Chief's clerk line item was reduced several years ago to offset other line items. A resident from Haynes Hill Road came in support of the department saying she owns a farm and times have changed. She supports the increase in hours of the Police Department. The Brimfield Police also spend a lot of time at the Elementary School and Tantasqua.

Ultimately the Select board are not in charge of the Police budget. Continuity is good between the residents and officers.

A wife of a Brimfield officer agreed that police presence is a necessity and overnight coverage is very important.

Volunteer work for Tantasqua students:

An email was received from 3 students at Tantasqua currently taking a Dynamics of Democracy class and wanted to volunteer in Brimfield. They would like to cover up overpasses in town that have graffiti on them with positive images or murals. Police Chief Kuss along with the board were in full support. Chief Kuss will help them contact MassDOT and also provide officer coverage when they begin.

Pick date for Flea Market discussion:

Meeting date for Flea Market discussions will be March 5th and the Chief will also attend. (Leaming) mentioned that a parking clerk and hearings officer are still needed.

Review and sign CDBG joint application authorization:

Two board members will attend the CDBG hearing tomorrow night in Wales for public social services grant. The board discussed wanting more numbers from the Tri Town food pantry's annual budget.

Old Business:

None

New Business:

M.K. Fuel:

A letter was received from DEP regarding M.K. Fuel and removal of its fuel tanks. No deferment was granted.

Hollow Brook Farms:

(Leaming) stated that the reason he recuses himself from conversations about Hollow Brook Farms is because when he was the Building Inspector in Brimfield he had to appear in court. He does this to avoid any conflict.

(Miller) received a phone call from Mr. Weston asking to meet him. (Miller) told him that the full board needs to be present. A complete septic needs to be done, not just approved. There will be no signing until the board is satisfied.

Public Access:

None.

Motion #18-130: by (McCarthy) move to adjourn at 8:20 p.m., seconded by (Leaming), all in favor.

Upcoming Meetings:

Board of Selectmen

February 20, 2018 @ 6:30 p.m.

Respectfully Submitted:

Carol Camerota

Recording: Carol Camerota

ACCEPTED: _____ DATE: _____

Documents Utilized for this meeting

MATERIALS FOR BACKGROUND AND REFERENCE

1. Minutes of January 22, 2018
2. IGS contract
3. Garavanta re-certification on lift
4. Winter General account in deficit
5. Conservation request for use of funds
6. Sr. Center annual agreement
7. Bond bill support
8. Minutes of 11/13/17 for amendment
9. Police hour chart
10. Volunteer work for Tantasqua students
11. Application authorization for CDBG

Review & Action

#1

TRAIL GRANT

2/20/18
BOS

Select Board

From: Lewis, Amanda (DCR) <amanda.lewis@state.ma.us>
Sent: Wednesday, February 07, 2018 9:28 AM
To: richard.costa@us.ngrid.com
Cc: Select Board
Subject: Recreational Trails Program Grant Authorization
Attachments: Brimfield_Grant Agreement.pdf

①

Hello Richard,

Your 2017 RTP Grant contract paperwork has been signed by DCR and we are ready for the last step in the contracting process, which requires reviewing the RTP Grant Agreement between DCR and the Town of Brimfield – see the attached document. I would like to set up a phone call to discuss the Grant Agreement and any questions you have. I am free today through Friday, most of the day. Please let me know when a good time will be for you and anyone else that you think should participate. You will need to sign the Grant Agreement and return the signature pages to my office (electronically is fine) and then you may proceed with the grant. I will send the signed contract and NTP at that time.

Amanda

Amanda Lewis
Recreational Trails Program, Department of Conservation and Recreation
136 Damon Road
Northampton, MA 01060
413-586-8706 ext. 19
Amanda.lewis@state.ma.us

RTP Website: <https://www.mass.gov/guides/recreational-trails-program>

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
RECREATIONAL TRAILS PROGRAM**

Grant Award Recipient: Town of Brimfield

Award Date: 1/9/2018

Grant Contract ID: P18-3227-G62

FAIN Number: RTP 2017

Catalogue of Federal Domestic Assistance (CFDA): Recreational Trails Program, 20.219

Department of Conservation and Recreation Indirect Rate: 17.98%

GRANT AGREEMENT

The Recreational Trails Grant contract between Town of Brimfield and the Department of Conservation and Recreation (DCR) for the Trolley Trail East Pedestrian Bridge Project has been approved. Upon signature of this document by the Project Manager or authorized signatory, Town of Brimfield may proceed to incur direct and matching expenses in relation to this contract.

1. GENERAL PURPOSE

The Town of Brimfield agrees to perform, as outlined in your application and any approved revisions, services related to Trolley Trail East Pedestrian Bridge Project, in accordance with all regulations, policies and procedures set forth in the federal Recreational Trails Program (<http://recreationaltrailsinfo.org/>).

2. TERM OF GRANT CONTRACT

This grant contract is effective from the date of your signed contract to **December 31, 2019**. No direct or matching expenses may be documented or reimbursed under this contract outside of this period.

3. GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be **\$28,500**. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

It is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of federal funds, and if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this grant in whole or part immediately. Any funds awarded but not applied for by the Grantee on the project termination date shall lapse.

4. COST SHARING PROVISIONS

The grantee will be required to provide adequate documentation in a format that fully accounts for and certifies that the matching funds or in-kind services have been, in fact, incurred on the project. The grantee must document a minimum of 20% of the total project cost. The proposed match for this project, stated in the grant proposal, is \$8,000.

The grantee must submit documentation of the total match as proposed in the grant application. The grantee must submit a revised budget or scope for approval by DCR if the proposed match amount needs to be amended.

Documentation of 20% of each reimbursement request must be provided, meaning, if there are multiple reimbursement requests submitted by the grantee, each request must contain documentation of at least 20% match of that particular reimbursement request total.

5. PROJECT COMPLETION REQUIREMENTS

A project shall not be complete until a **Final Report** has been submitted with the final reimbursement request and a **Site Visit** by a qualified DCR representative has been conducted. The final reimbursement is contingent upon a satisfactory review of the project, including completing the proposed scope as outlined in the project proposal and consistency with the proposed budget.

6. AMENDMENT OF GRANT CONTRACT

The Grantee shall not amend, revise, or change the approved application, scope or budget (including the proposed match) without the written consent of the DCR. Requests for a revised scope or budget must be submitted in writing and approved by DCR before the Grantee may proceed with the changes. If the change is not submitted to DCR and approved, all costs associated with the change will not be reimbursed. Changes to on-the-ground grant tasks will require federal regulatory review and approval, which could take 6 months or longer. The Grantee must consider and exhaust all other possibilities before requesting a change of this nature, which requires additional staff time on the state and federal level to approve.

7. EXTENSION OF GRANT CONTRACT

In certain cases, projects are delayed for unforeseen reasons. In these cases it may be possible to extend your contract end date. Requests for contract extensions **must be** submitted in writing at least 45 days prior to the contract end date, and will only become valid upon issuance of a Contract Amendment signed by DCR. Grantees may only apply for one contract extension for a maximum of one year. No additional contract amendments will be granted.

8. TERMINATION OF GRANT CONTRACT

Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.

9. EQUIPMENT PURCHASES

Equipment is defined as tangible personal property having a useful life of at least one year and a per-unit acquisition cost of \$5,000 or greater. The equipment title will rest with the grantee and must be used for the proper authorized use as stated in the project proposal. The Grantee is required to use the equipment for its proposed and intended purpose for a **reporting period of five years**. See Appendix B for federal requirements for the purchase of equipment.

10. BUY AMERICA

The Grantee is required to comply with the U.S. Department of Transportation Buy America provision as described in Title 23 United States Code, Section 313 (see <https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>). All steel, iron and manufactured products containing steel or iron must be produced in the United States, unless a waiver is granted. The Grantee must provide documentation to authenticate the product as Buy America compliant. If the grantee can show that the product needed to complete the RTP project is not manufactured in the U.S. and there is no viable alternative, then the Grantee can apply for a waiver with the federal government which, if granted, would allow for an exception to the rule for that particular project only. There is no guarantee that a waiver will be granted and the timeline for granting of waivers is uncertain.

11. LAND OWNERSHIP

Proposals for projects that will take place on land that is not owned or managed by the applying organization must include a signed statement from the landowner or manager specifically authorizing the project and ensuring that the property is open for continuing public access. If the project will take place on private land, an easement for public access with a commitment of no less than 10 years must be in place prior to the grant award. If there is a Conservation Restriction (CR) on the parcel, the CR holder must provide written authorization for the project as well. A plan for ongoing stewardship and continued communication must be formalized between the grant applicant and the landowners (or CR holders), for a period of no less than 10 years.

12. ACQUISITIONS

Projects involving land acquisition must obtain an appraisal of the land to be acquired, as well as a review of the appraisal by an independent review appraiser. The review appraiser must certify that the appraisal meets the standards of the Uniform Appraisal Standards for Federal Land Acquisitions, found at <http://www.usdoj.gov/enrd/land-ack/>. Projects involving land acquisition must also conform to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 et seq., as amended, found at <http://www.fhwa.dot.gov/realestate/ua/index.htm>. These regulations apply to evaluating the acquisition of real property and any potential displacement activities.

13. RECREATIONAL TRAILS PROGRAM ACKNOWLEDGEMENT SIGNS

The Grantee shall display formal and permanent recognition/acknowledgment of the Recreational Trails Program at the project site or affixed on equipment purchased through the program. Signs should be constructed of sturdy material that is permanent, large enough to be clearly visible and located at a prominent access point to the project area. The suggested language identifies the site as a cooperative venture (i.e. "A Cooperative Trail Project between the 'Name of Municipality/Org.' and the Recreational Trails Program"). Any printed materials such as trail brochures, celebration announcements or website information should also identify the financial partnership that made the project a reality. Stickers or decals shall be printed and displayed on all equipment purchased with RTP funding. **It is also encouraged that the Grantee develop and distribute a press release upon the award of the grant and/or project completion, acknowledging the Recreational Trails Program as a source of funds for the project.**

14. COMMUNITY AND STAKEHOLDER OUTREACH

It is the responsibility of the Grantee to manage and perform necessary outreach and notifications to the community, stakeholders and abutters of the project area. Any community concerns or issues regarding the project will be addressed and managed by the Grantee. It is the Grantee's responsibility to have all permissions and approvals in place prior to trail construction or maintenance work. Receipt of grant funds is not to be construed as authorization of the project.

15. PROJECT PROGRESS REPORTS

The Grantee shall submit **Bi-annual Project Progress Reports** for the term the grant is active. Reports shall be submitted by **September 15th and March 15th**. The report should briefly outline past work and accomplishments, and provide a plan for future work.

The Grantee shall submit a **Final Project Report** along with their final Request for Reimbursement. This report shall document the project's goals, accomplishments, barriers encountered and lessons learned. A map indicating the location of the project and any pictures should also be included. A template for the Progress Report and Final Report are available on the Massachusetts Recreational Trails Program website, or a copy can be provided by DCR upon request.

An Equipment Report on the condition, use and location of property defined as equipment purchased with grant funds shall be submitted **biannually (twice a year), for a period of five years following the project end date.**

16. CONSTRUCTION INSPECTION REPORT; AUDITS

Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State may inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing, to the State within twenty-one (21) days of receipt of the inspection report. Final

payment will not be made until deficiencies are corrected. The Grantee agrees to submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.

17. REIMBURSEMENT

The State agrees to reimburse the Grantee **up to the approved grant amount** for approved expenses incurred in accordance with the project budget subject to the following:

- a. It is understood and agreed by the parties that in the performance of this grant and the services hereunder, the Grantee and its servants and employees are in all respects independent contractors and shall neither be determined to be employed by, nor agents of, the State, nor be entitled to any benefits provided by the State to its employees.
- b. The grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. For example, a grantee may not apply for reimbursement for a piece of equipment for which they have set up a loan agreement and monthly payment plan. The equipment must first be paid in full by the entity indicated on the state contract before any reimbursement will be authorized.
 - i. When requesting reimbursements, the Grantee shall submit **invoices/receipts** for actual costs incurred. All invoices/receipts must show dates within the contract period.
 - ii. The Grantee must also submit **proof of payment** (such as a cancelled check or credit card statement) of the invoice by the Grantee. All payments must be traced from the invoice/receipt to proof of payment by the entity on the state contract. *WARRANT*
 - iii. For **major equipment** purchased through the program (such as a snow groomer), a receipt from the vendor indicating the equipment has been delivered and paid in full, including name, serial number, year of manufacture, accessories received and price from seller, shall also be submitted.
 - iv. For requests of reimbursement of **staff time**, time sheet records indicating dates and hours spent on the project, tasks accomplished and billing rates must be submitted. Proof of payment to the staff must also be submitted, such as payroll records or copies of pay stubs. The hourly rate must be clearly displayed, or a letter from the organization stating the hourly rate of each employee must be provided. Indirect/fringe costs can be included. A letter from the organization stating the indirect cost rate must be included for verification of the rate.
 - v. If a third party has made a purchase on behalf of the grantee, the original invoice/receipt must be documented as well as proof of that direct payment, as in a copy of the credit card statement of the third party showing the transaction. Then, proof of payment to the third party by the Grantee must be submitted, (e.g. a cancelled check).
- c. The Grantee may submit multiple reimbursement requests, on a monthly basis at most, during the grant period.

- d. The Grantee may submit the final reimbursement request up to 3 months after the contract has expired. After three months, the reimbursement will no longer be processed. *April 1st*
- e. The Grantee will submit a Final Report with the final reimbursement request.
- f. The Grantee's final reimbursement will be held until a site visit has been conducted by the RTP Grant Manager.
- g. **The purchase of food is not an applicable cost for trail grant funding. Do not submit a reimbursement request for food as a part of your grant expenditures or as match.**

18. MATCH

The Grantee shall document incurred **match** with each reimbursement request. The Grantee must document a match of 20% of the total project value with each reimbursement request.

- a. Any match that is actual cash spent towards the project must be documented with the same requirements as the reimbursement requests. Invoices and proof of payment are required.
- b. Volunteer labor as match must be documented with time sheets including names, dates, hours worked, description of work accomplished and value of those hours for every hour claimed. Sample spreadsheets can be provided by the RTP Grants Administrator upon request.
- c. Staff time utilized as match requires a spreadsheet showing dates, names, hours worked, description of grant-related work and value of those hours for every hour claimed. Proof of payment to the employee must be provided as well, either in the form of copies of paystubs or a payroll report. The hourly rate must be clearly displayed, or a letter from the organization stating the hourly rate of each employee must be provided. Indirect costs/fringe can be included. A letter from the organization stating the indirect cost rate must be included for verification of the rate.
- d. Donations must be documented with a written statement from the entity that has made the donation, stating their donation, its value and to whom it was given. Proof of the value of the donation must also be submitted, either by an invoice, receipt, or another form of valuation, such as the most current value listed on a website where comparable products are sold.

19. PROCUREMENT PROCEDURES

The Grantee will adhere to the **Federal Guidelines for Procurement Procedures** (Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) available for viewing online at <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>.

RTP Grantees may follow their own established written procurement procedures, however, any procedures relating to the grant project must provide for the following, at minimum:

- a. Grantees' avoidance of purchasing unnecessary items.

- b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement.
- c. When purchasing an item with a value between \$3,000 and \$150,000, grantees are required to obtain at least three bids for goods and/or services. The solicitations must provide for all of the following:
 - i. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - ii. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - iv. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
 - v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 - vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

If the grantee does not have established written procurement procedures, the grantee accepts and agrees to follow the above procurement policy in place of its own requirements.

20. RECORD RETENTION

All program and financial records shall be retained by the Grantee for State and Federal audit purposes and available for public inspection for a period of three (3) years *after* the final payment on the project.

At a minimum the following records shall be maintained and made available for audit; invoices, for purchased materials and for all design and construction costs indicating check number and date paid on each invoice, cancelled checks or copies thereof, bid, solicitation, and procurement documents, work changes, change orders and contract amendments.

Record retention for purchases of items \$3,000 or more must include, at minimum, documentation which provides the basis for contractor selection, justification for lack of competition when competitive bids or offers are not obtained, and a basis for the award cost or price.

21. COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

The Grantee agrees to insure that the project complies with all applicable state and federal regulations, including, but not limited to, the following:

- **Federal RTP Guidance:** Guidance for the administration of the Recreational Trails Grants Program is listed at: <http://recreationaltrailsinfo.org/>

- **Wetlands and Rivers Protection**

Any project that alters land within 100 feet of a wetland or 200 feet of a river or stream (or that meets any other condition of the Rivers or Wetlands Protection Act) will require the approval of the local Conservation Commission before any construction can proceed.

- **Endangered Species Protection**

Any project that occurs within priority habitat or estimated habitat as indicated by the most recent atlas published by the Massachusetts Natural Heritage and Endangered Species Program (NHESP) will require a filing and possibly a permit from the NHESP before construction can proceed.

- **Historic Preservation**

All Recreational Trails Projects that disturb the soil or impact historic resources require review by the DCR archeologist and the Massachusetts Historic Commission for compliance with the National Historic Preservation Act.

Any project that requires review or a permit for wetlands, endangered species or historic resource protection must secure the appropriate documentation of the review or permit and those must be on file at the offices of the DCR Greenways and Trails Program before the trail project can begin.

22. TITLE VI/NONDISCRIMINATION ASSURANCES

The Grantee shall comply with the assurances included in the Federal Highway Administration Assurances for Title VI and Other Nondiscrimination Statutes and Regulations, attached and incorporated in this grant agreement. The Grantee will review and sign this document on page 6, returning the original copy to the grant program administrator (see Appendix A).

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

This grant is funded in whole, or in part, by the Federal Highway Administration, United States Department of Transportation (US DOT). As such, the requirements at **49 Code of Federal Regulations (CFR) Part 26: Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs** apply to this grant, as set forth below:

a. Nondiscrimination Assurance

The Grantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of the requirements of 49 CFR Part 26. The Grantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts. The Massachusetts

Department of Transportation's DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, has been adopted by the Massachusetts Department of Conservation and Recreation, and is incorporated by reference in this agreement. Implementation of this program is a legal obligation. *The Recreational Trails Program Coordinator will assist all grantees in guidance and implementation of this program.* Failure to carry the terms of the DBE Program shall be treated as a violation of this grant agreement. Upon notification to the Grantee of its failure to carry the applicable requirements, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Grantee, before solicitation of any contract in excess of \$30,000, shall consult with DCR and follow all required steps in assuring compliance with 49 CFR Part 26. The DCR may determine a DBE goal to be appropriate on certain contracts let under this grant. DCR will notify the grantee of any goals established and guide and assist through the process of complying with that goal. A DBE goal defines a certain percentage (e.g. 10%) of that project which should be awarded to a DBE. The establishment of a goal will consider the types of materials, categories of work, and location of the project. The Grantee shall be required to implement any DBE goal assigned by the DCR. If required by DCR, the Grantee shall insert into any contracts resulting from this grant a copy of the DCR/ MassDOT DBE Special Provisions. These provisions provide specific instruction to contractors concerning their obligations and procedures to be followed on contracts containing DBE participation goals. Subsequent to the grant award but prior to letting any contract with an established DBE goal, the Grantee is required to submit either evidence that the apparent low bidder met the goal or its good faith efforts to do so.

b. Reporting

The Grantee shall provide the DCR with the names and addresses of bidders responding to contract solicitations under this grant (**Bidder's List Form**). The Grantee shall also provide the DCR with the value of each prime and subcontract subsequently awarded. This information shall be provided and included as a part of the Request for Reimbursement process. The Grantee further agrees to cooperate fully with the DCR in obtaining information or records from its contractors to satisfy the DBE Program requirements.

c. Contract Assurance

The Grantee will ensure that the following language/provisions are placed in every contract and subcontract that is partially or fully funded by the Recreational Trails Program:

Non-Discrimination Assurance: *"The contractor or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as (Name of Recipient/Grantee) deems appropriate."*

Prompt Payment Language: *"The Contractor agrees to make payment in full, including retainage, to each subcontractor not later than ten (10) business days after the subcontractor has completed all of the work required under its subcontract."*

Bidder's List: *"All official bidders will be required to report the names, addresses and telephone numbers of all firms that submitted bids or quotes in connection with this project."*

Form 00859 – Contractor’s Sub Certification Form

For grants subject to DBE reporting (grants where a goal has been established), the Grantee shall insert a copy of the following forms in any contract(s) let under this grant, including:

1. MassDOT Form 00719 (Attachment A) – Special Provisions for Participation by Disadvantaged Business Enterprises;
2. MassDOT Form 00760 - FHWA-1273 -- Required Contract Provisions for Federal-Aid Construction Contracts -Revised May 1, 2012;
3. MassDOT Form B00853 – Schedule of Participation by DBEs;
4. MassDOT Form B00854 – Letter of Intent by DBE;
5. MassDOT Form B00855 - DBE Joint Check Arrangement Approval FORM;
6. MassDOT Form B00856 - Joint Venture Affidavit;
7. Form 00859 – Contractor’s Sub Certification Form;
8. MassDOT Form 00870 - Standard Federal Equal Employment Opportunity Construction Contract Specifications - (Federal Executive Order 11246);
9. FHWA Sub-Recipient Non-Discrimination Assurances- Appendix A;
10. DCR Recreational Trails DBE Report; and
11. DCR Bidder’s List

24. SOVEREIGN IMMUNITY AND INDEMNIFICATION

The Grantee covenants to indemnify and hold harmless the State from and against any and all losses suffered by the State and any and all claims, liability or penalties asserted against the State by or on behalf of any person on account of, based in, resulting from arising out of, (or which may be claimed to have arisen out of) the acts or omissions of the Grantee. Nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of the grant.

By signing below, the (**Grantee**) confirms that they have read through and agree to the terms set forth in the agreement above.

Authorized Signature

Date

Print Name

Organization/Agency

Please sign and make a copy of this Grant Agreement for your records. Please forward the original document as well as all written requests and communications to:

Amanda Lewis
Recreational Trails Program Coordinator
136 Damon Road
Northampton, MA 01060
(413)- 586-8706 ext. 19
Amanda.lewis@state.ma.us

Appendix A

TITLE VI/NONDISCRIMINATION AGREEMENT AND RECIPIENT ASSURANCES

The Commonwealth of Massachusetts, acting through its **Department of Conservation and Recreation** (hereinafter referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (USDOT), Federal Highway Administration via funds received from the Commonwealth of Massachusetts Department of Transportation, it is subject to and must comply with the following, as applicable and appropriate:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 *et seq.*), (prohibits discrimination on the basis of disability);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 49 C.F.R. Part 27 (entitled *Nondiscrimination On The Basis Of Disability In Programs Or Activities Receiving Federal Financial Assistance*);
- 49 C.F.R. Part 28 (entitled *Enforcement Of Nondiscrimination On The Basis Of Handicap In Programs Or Activities Conducted By The Department Of Transportation*);
- 49 C.F.R. Part 37 (entitled *Transportation Services For Individuals With Disabilities (ADA)*);
- 23 C.F.R. Part 200 (FHWA’s Title VI/Nondiscrimination Regulation);
- 28 C.F.R. Part 35 (entitled *Discrimination On The Basis Of Disability In State And Local Government Services*);
- 28 C.F.R. Part 50.3 (DOJ Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory cites are hereinafter referred to as the “Acts.” The preceding regulatory cites are hereinafter referred to as the “Regulations.”

Although not applicable to Recipients directly, there are certain Executive Orders and relevant guidance that direct action by Federal agencies regarding their federally assisted programs and activities to which compliance is required by Recipients to ensure Federal agencies carry out their responsibilities. Executive Order 12898, 3 C.F.R. 859 (1995), entitled “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”, emphasizes that Federal agencies should utilize existing laws to achieve Environmental Justice, in particular Title VI, to ensure nondiscrimination against minority populations. Recipients should be aware that certain Title VI matters raise Environmental Justice concerns and FHWA intends that all Recipients evaluate and revise existing procedures (as appropriate) to address and implement Environmental Justice considerations. See the following FHWA website for more information and facts about Environmental Justice: [http://www.fhwa.dot.gov/environment/ejustice/facts/index.htm](http://www.fhwa.dot.gov/environment/ejustice/facts/index.htm;);

Appendix A

Additionally, Executive Order 13166, 3 C.F.R. 289 (2001) on Limited-English-Proficiency, according to the U.S. Department of Justice in its Policy Guidance Document dated August 16, 2000 (65 Fed. Reg. at 50123), clarifies the responsibilities associated with the “*application of Title VI’s prohibition on national origin discrimination when information is provided only in English to persons with limited English proficiency.*” When receiving Federal funds Recipients are expected to conduct a four-factor analysis to prevent discrimination based on National Origin. (See also U.S. DOT’s “*Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons,*” dated December 14, 2005, (70 Fed. Reg. at 74087 to 74100); the Guidance is a useful resource when performing a Four-Factor Analysis).

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, policy, memoranda, and/or guidance, Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that

“No person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from the USDOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institution wide scope, and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is federally-assisted.

Additionally, the Recipient may not discriminate in the selection and retention of contractors, including without limitation, retaining contractors whose services are for, or incidental to, construction, planning, research, highway safety, engineering, property management, realty, fee contracts, and other commitments with persons for services and expenses incidental to the acquisition of rights-of-way.

Federal-aid contractors may not discriminate in their selection and retention of first-tier subcontractors and first-tier subcontractors may not discriminate in their selection and retention of second-tier subcontractors, who participate in Federal-aid highway construction, acquisition of rights-of-way, and related projects, including those who supply materials and lease equipment.

The Recipient may not discriminate against eligible persons in making relocation payments and in providing relocation advisory assistance where highway rights-of-way acquisitions necessitate relocation(s).

The Recipient may not discriminate by preventing Title VI/Nondiscrimination populations from accessing and utilizing facilities and services provided for public accommodations (i.e., eating, sleeping, rest, recreation, and vehicle servicing) constructed on, over, or under the rights-of-way of federally assisted highways.

The Recipient, its sub-recipients, contractors, subcontractors, and other persons subject to this Agreement may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the Federal Highway Administration.

Appendix A

The Recipient shall develop and implement a Public Participation Plan in a manner that ensures the identification of Title VI/Nondiscrimination population(s), affords the population(s) opportunities to comment, and provides an atmosphere where all comments are promptly addressed with regard to the location and design of highway construction projects. Additionally, the Recipient shall not locate, design, or construct a highway in such a manner as to deny access to, and use thereof, to any persons on the basis of race, color, national origin, sex, age, or disability.

More specifically and without limiting the above general Assurance, the Recipient agrees with and gives, the following Assurance with respect to its federally-assisted highway program, as follows:

1. The Recipient agrees that each “program” and each “facility” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the Acts and the Regulations;
2. The Recipient shall insert the following notification in all solicitations for bids and Requests For Proposals for work or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Massachusetts Department of Conservation and Recreation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), other Nondiscrimination requirements (The Federal-Aid Highway Act of 1973, The Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990), and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement will be awarded without discrimination on the ground of race, color, national origin, sex, age, or disability.”;

3. The Recipient shall insert the clauses of “Appendix A” of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient shall insert the clauses of “Appendix B” of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures or improvements thereon or interest therein to a Recipient;
5. The Recipient shall insert the following language in all Federal-Aid Agreements entered into with the FHWA:

*“The Commonwealth of Massachusetts, acting through its Department of Transportation (Recipient) and Department of Conservation and Recreation (Recipient or Sub-Recipient) **HEREBY AGREES THAT**, as a condition to receiving Federal financial assistance from the United States Department Of Transportation, Federal Highway Administration, it is subject to and shall comply with Title VI of the Civil Rights Act of 1964 and additional Nondiscrimination requirements as detailed in the **FHWA Assurances for Title VI and Other Nondiscrimination Statutes and Regulations** document.”*

Appendix A

6. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith over which DCR has control;
7. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance shall extend to rights to space on, over or under such property;
8. That the Recipient shall “include the appropriate clauses set forth in Appendix C and Appendix D” of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable Project or Program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable Project or Program.
9. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods:
 - a. The period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. The period during which the Recipient retains ownership or possession of the property.
10. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance; and
11. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the Federal Highway Program and is binding on it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors’, transferees, successors in interest, and any other participants in the

Appendix A

Federal Highway Programs. The person or persons whose signature appears below are authorized to sign this assurance on behalf of the Recipient.

TITLE VI/NONDISCRIMINATION AGREEMENT AND SUB-RECIPIENT ASSURANCES

The Town of Brimfield [Grantee] (hereinafter referred to as the "Sub-Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (USDOT), Federal Highway Administration, from the Commonwealth of Massachusetts, through its Department of Transportation and Department of Recreation and Conservation (Recipient), it is subject to and must comply with the Statutory/Regulatory Authorities and requirements and any relevant attachments detailed in this document.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the Federal Highway Program and is binding on it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Programs**. The person or persons whose signature appears below are authorized to sign this assurance on behalf of the Sub-Recipient.

(Name of Grantee) _____

(Signature of Grantee) _____

(Title Of Authorized Signatory) _____

DATED _____

Appendix A

APPENDIX A-1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a

Appendix A

means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix B

RTP Equipment Requirements (CFR 200.319)

(a) *Title.* Subject to the obligations and conditions set forth in this contract, title to equipment acquired under this award will vest upon acquisition in the Grantee's name. Further, the title for equipment to be purchased under this contract is conditional upon the following:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Massachusetts Department of Conservation and Recreation.

(3) Use and dispose of the property in accordance with paragraphs (c) and (e) of this section

(c) *Use.* (1) Equipment must be used by the Grantee pursuant to the scope and purpose of this project as long as needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the purposes of this project, the equipment may be used in other activities supported by the Massachusetts Department of Conservation and Recreation in the following order of priority:

(i) Activities under a Federal award through the Massachusetts Department of Conservation and Recreation, then

(ii) Activities under Federal awards from other Federal awarding agencies in the Commonwealth of Massachusetts.

(2) During the time that equipment is used on the project or program for which it was acquired, the Grantee must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work pursuant to this award. First preference for other use must be given to other programs or projects supported by the Massachusetts Department of Conservation and Recreation and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies in the Commonwealth of Massachusetts. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) The Grantee must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute during the useful life of the equipment.

(4) When acquiring replacement equipment, the Grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

Appendix B

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for this award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once a year.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under this award is no longer needed for the purposes of this project or for other activities currently or previously supported by a Federal awarding agency or the Commonwealth of Massachusetts, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the Grantee must request disposition instructions from the Massachusetts Department of Conservation and Recreation. Disposition of the equipment will be made as follows:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Massachusetts Department of Conservation and Recreation.

(2) If the Massachusetts Department of Conservation and Recreation fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Grantee or sold. The Massachusetts Department of Conservation and Recreation is entitled to an amount calculated by multiplying the current market value or proceeds from sale by its percentage of participation in the cost of the original purchase. If the equipment is sold, the Massachusetts Department of Conservation and Recreation may permit the Grantee to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The Grantee may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the Grantee must be entitled to compensation for its attributable percentage of the current fair market value of the property.

Review & Action

#2

Review & Action

#3

2018 LAKE TREATMENT CONTRACT

PROPERTY NAME: Lake Sherman – Brimfield, MA

CONTRACT DATE: January 22, 2018 – December 31, 2018

SUBMITTED TO: Brimfield Board of Selectman

SUBMITTED BY: Dominic Meringolo – Territory Leader & Joshua Perry – Environmental Scientist

SPECIFICATIONS: A whole lake treatment of variable watermilfoil and a floating vegetation treatment of boat access lanes along the shoreline

Pre-Treatment Survey:

1. An early season survey will be conducted in May to determine the extent and timing of treatment to control growth of non-native variable watermilfoil (*Myriophyllum heterophyllum*) growth.

Variable Milfoil Control:

1. Growth of variable watermilfoil in the lake shall be treated and controlled through the application of contact aquatic herbicides and surfactants as required for control of the specific varieties of aquatic weeds found in the lake at the time of application.
2. Herbicide application will occur in late May/early June.
3. Reward will be applied at the rate appropriate to achieve control of the unwanted submersed aquatic weeds present in the lake and susceptible to the herbicide at the time of application.

Floating Vegetation Treatment:

1. A single spot-treatment for control of waterlilies growth in **predetermined areas** will occur in mid August-September through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
2. The predetermined areas, in compliance with the Brimfield Conservation Commission, will be to restore and maintain safe recreational access to the lake for lake abutters.
3. Contractor shall not be responsible for any growth that is not visible at the time of application.

**Contractor will take all reasonable precautions and make every effort to avoid any damage to non-target plants within the treatment area. However, contractor makes no guarantee that such damage will not occur despite our best efforts to the contrary. By signing this contract, customer accepts this disclaimer, and acknowledges and accepts the minimal risk that such damage might occur.*

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Post-Treatment Survey:

1. A post-treatment survey will be performed approximately 4-6 weeks after the completion of the watermilfoil herbicide treatment to assess the treatment impacts and successes.
2. Impacts from the floating vegetation treatment will be assessed during the following year, when regrowth can be observed.

Year End Report:

1. An end of the year report will be prepared and provided to the client.
2. Annual regulatory compliance reporting will be fulfilled as required.
3. The year-end report is anticipated to be completed and provided in November.

Permitting:

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any state pesticide use permits required to perform any work specified in this contract where applicable.
 - b. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - c. Notifying the client of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Client Responsibilities:

1. Client will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions, and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to

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- properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the contractor's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
 6. Contractor will furnish the personnel, equipment, materials, and other items required to provide the forgoing at his expense. Equipment will include trucks, boats, amphibious vehicles, all-terrain vehicles, utility vehicles, high volume tank sprayers, low volume tank sprayers, back-pack sprayers and other small equipment as required to properly access and perform treatments in the designated areas.
 7. Contractor will maintain general liability and workman's compensation insurance.
 8. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat their lakes and ponds. The customer is responsible for notifying the contractor in advance of the contract signing and the start of the contract treatment if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of the contractor.
 9. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, any time there is an extreme infestation of algae and aquatic weeds, there is a risk of dissolved oxygen drops as a result of large masses of algae and aquatic weeds dying and decomposing simultaneously. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no treatment is performed. Every effort, to include the method and timing of application, the choice of products, and the skill and training of the applicators is made to avoid such problems. This risk is especially mitigated by the use of systemic herbicides wherever possible, which results in a very slow steady control of the target weed species. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of the contractor that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain if the algae or submersed invasive vegetation present in the lake goes uncontrolled, as it will over time interfere with the health and well being of the existing fish population. The customer agrees to hold the contractor

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harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the contractor, unless there is willful negligence on the part of the contractor.

- 10. Contractor is not responsible for treatment failures that result from dam or other structural failures, severe storms, flooding, or other acts of nature that are outside of the control of the contractor.

CONTRACT PRICE: \$10,975.00

Service and Payment Schedule:

Task 1: Prepare and file annual MassDEP License to Apply Chemicals permit application. Conduct pre-management vegetation survey to assess plant growth and determine treatment timing.

April \$650.00 Payment due upon completion

Task 2: Management of nuisance and non-native aquatic vegetation.

May \$8,450.00 Payment due upon completion

Task 3: Management of floating vegetation.

September \$1,275.00 Payment due upon completion

Task 4: Post-management survey, preparation and submittal of written report.

November \$600.00 Payment due upon completion

APPROVED:

_____ SOLitude Lake Management®

Applicant: Selectmen, Town of Brimfield, Ma.

Authorized Signature Print Name and Title Date

Authorized Signature Print Name and Title Date



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Review & Action

#4

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Select Board

From: Carolyn Haley <cmmeach@earthlink.net>
Sent: Wednesday, February 14, 2018 6:21 PM
To: Angelina Milinazzo
Cc: Michael Miller; Mark Harrell; David Zion; Harold Leaming; mccarthy4brimfield@gmail.com; Michele-Lee Shea; pvford69@charter.net; Select Board; Board of Assessors; Board of Health; Building Commissioner; Casey Burlingame
Subject: Re: Status Update

Thanks, Angelina. Your response clarifies my question regarding the applicant and their queries. In the interest of serving the public efficiently, I'm hopeful that together we will have all the bases covered.

I look forward to talking tomorrow. Best time to reach me is 1:00-3:00. At this time, I don't have any new questions for you.

Carolyn

Sent from my iPhone

On Feb 14, 2018, at 3:49 PM, Angelina Milinazzo <angelina@PatriotProperties.com> wrote:

All,

Here's an update on where things stand.

Michelle reviewed and signed off on the applications and permits as of this morning. I am currently waiting for Development to complete 1 additional permit card for Michelle to review and sign off on. I finished entering in all of the Board of Health workflow that I had and have sent a document over to Michelle to review and let me know if any further workflow changes are needed or if they are ready and to be signed off on.

I have some instructional documents. One is for the staff showing them how to run the Approvals Needed report to see if there are any outstanding Approval for them waiting for sign off. Another is how to upload documents from the Process Screen and this can be used by both staff and the public. I am going to try and put together a document on how to register as well as one explaining the Process Screen – what different fields mean, how to follow the screen, etc. The documents that I indicate as being helpful for staff and public users should be added as PDF files or links to the Town's website so they can be accessed if users have questions on the subjects they address.

Outside of that, when applicant level users have questions, they typically ask the municipal staff as they do now when they have questions about the paper applications and processes. If they have a question the staff cannot answer or if it is technical in nature, the staff can reach out to PermitPro staff for an answer or resolution.

Tomorrow (Thursday) I would like to reach out to Carolyn and to Michelle to have either a call and/or a web meeting with them each separately to review any questions, processing, etc

Casey – Please contact me today or tomorrow via email or at Patriot Properties – 800-527-9991 – as I would like to touch base with you as well.

I've been in touch with Kevin Biermann and Scot Mansfield and received their workflow so they are set.

Thank you,

Angelina Milinazzo
Product Manager - PermitPro
Patriot Properties, Inc.
Angelina@PatriotProperties.com

From: Angelina Milinazzo
Sent: Tuesday, February 13, 2018 2:23 PM
To: Building Commissioner <building@brimfieldma.org>; Michael Miller <millerbrimfieldselectman@hotmail.com>; Mark Harrell <MarkH@PatriotProperties.com>; David Zion <David@PatriotProperties.com>; Harold Leaming <hth1970@netzero.net>; mccarthy4brimfield@gmail.com; Michele-Lee Shea <sheabrimfieldselectman@gmail.com>; pvford69@charter.net; Select Board <selectmen@brimfieldma.org>
Cc: Board of Assessors <assessors@brimfieldma.org>; Board of Health <health@brimfieldma.org>; Casey Burlingame <cburlingame@southbridgemass.org>; Carolyn Haley <cmmeach@earthlink.net>
Subject: RE: Status Update

Carolyn,

I have notified Development of the spelling correction needed in Scot's name. The permit card with the addition of the Contractor information is in the sandbox right now so once they correct Scot's name, I have asked them to then move the card to the live site.

I will send more information in my update later today.

Thank you,

Angelina Milinazzo
Product Manager - PermitPro
Patriot Properties, Inc.
Angelina@PatriotProperties.com

From: Building Commissioner [<mailto:building@brimfieldma.org>]
Sent: Tuesday, February 13, 2018 2:12 PM
To: Angelina Milinazzo <angelina@PatriotProperties.com>; Michael Miller <millerbrimfieldselectman@hotmail.com>; Mark Harrell <MarkH@PatriotProperties.com>; David Zion <David@PatriotProperties.com>
Cc: Board of Assessors <assessors@brimfieldma.org>; Board of Health <health@brimfieldma.org>; Casey Burlingame <cburlingame@southbridgemass.org>; Carolyn Haley <cmmeach@earthlink.net>
Subject: Re: Status Update

Published Building Dept clerk hours are Tuesday and Thursday 12:00- 3:00. I am also in on Wednesday to coordinate scheduling etc with the Building Inspector ~ not published to minimize interruptions and maximize productivity.

I am out of the office next week 2/19-2/23.

As of this date I have entered nearly a hundred applications since July 13, 2017. There have been many modifications along the way. Unresolved as of today 1) space on permit for contractor name and license number (state required) I have entered by hand on the printed permit, this needs to be included prior to going public if applicants will be printing their own permits. 2) SCOT Mansfield name has just one T. 3) Who will answer questions from the public once this is 'live'? (NOT me) Please provide instructions to applicants as to where to get help when completing applications.

It is likely other issues will appear as the use expands.

FYI, I have talked with many of our applicants and estimate very few will use the on line capability during the first year. The biggest advantage appears to be during off site inspections and the ability to enter data and close out permits remotely. I am committed to Permit Pro and will continue to promote it within our staff and externally to contractors and members of the public.

Carolyn M Haley

Clerk, Building Dept.

Town of Brimfield

From: Angelina Milinazzo <angelina@PatriotProperties.com>
Sent: Monday, February 12, 2018 4:03:36 PM
To: Michael Miller; Mark Harrell; David Zion
Cc: Board of Assessors; Board of Health; Building Commissioner
Subject: Status Update

All,

Just wanted to send out an update on where things are as we approach the end of the day.

Over the weekend and this morning, QA was done on the Health applications and minor issues and errors were reported and corrected. I have been in touch with Michelle about some questions and as more arise, I will continue to work with her for answers to move the Developers along. Some of those questions were in relation to the created Food Establishment permit card and the answers are being applied so that document can be moved to QA as well.

I have an email out to Kevin Biermann to answer questions I have about workflow for the Plumbing and Gas applications and I am in the middle of compiling a list of the workflow I have entered in to the system for the Well, Percolation Observation Test, Food Establishment, Temporary Food – Flea Market, Temporary Food – Non Flea Market and the License to Install Subsurface Sewage Disposal so I can send that to Michelle for review and filling in any items that may be missing from the Approvals, Inspections, Documents for each of those application types.

I will reach out to Carolyn tomorrow to review the Fees and Payments as Online Payment functionality has been added to the system and I want to discuss all of that with her prior to the public submitting applications to the system and go over process, questions, etc.

Michelle – I will send you the list of workflow I have currently for you to review. Maybe we can set up a time tomorrow afternoon to discuss this since it is close of business for you at this time and a call in the afternoon will give you a chance to take a look at it the first half of your day.

I would also like to talk to Casey and will check with him on availability this week for a call.

Cindy – I have been in touch with Cody and the developer and I will connect to install the data passback script with Cody's assistance accessing the server. We will import all of the issued permits that are currently in the system. I will check for duplicate entries in the permit information screen but there shouldn't be many, if any, and will clean up any that I encounter.

Currently, we are still on target for the discussed Thursday/Friday completion. I will send another update tomorrow or Wednesday with any additional information.

Thank you,

Angelina Milinazzo
Product Manager - PermitPro
Patriot Properties, Inc.
Angelina@PatriotProperties.com

Review & Action

#5

do sell a commemorative tee shirt, which not only helps the chamber, but it is excellent advertising for the show. Their tent is only 10' X 10' and I visualize it just right of the annex toward the library but not interfering with either.

Thanks,
Michael

From: Michael Miller <ntsmpm@hotmail.com>
Sent: Friday, February 9, 2018 10:31 AM
To: millerbrimfieldselectman@hotmail.com
Subject: Fw: Chamber's Brimfield Info Booth



From: Alexandra McNitt <alexandra_mcnitt@cmschamber.org>
Sent: Thursday, February 8, 2018 4:59 PM
To: 'Michael Miller'
Subject: Chamber's Brimfield Info Booth

Hi Michael,

I'm hoping you are still using this email address as I wasn't sure if the one on the town website for the selectmen goes directly to you as Chair. I'm hoping you can point me in the right direction about our Brimfield Info Booth. Last September, Marty Kelly informed us that we could no longer have the corner on his field because he can earn \$1000 per show week, so we are in search of a new location. Our first preference is to be visibly near the former location because, as you know, so many people come back year after year to say hi, pick up a map and the new collectible t-shirt. I've already tried the Congregational Church to see if we could be on the opposite corner, and they said no. I then tried the library, but they said the Friends of the Library use the space out front for a bake sale. Do you think the town would consider granting us permission to set up our tent on the grassy hill directly in front of the annex building? The library Director told me that Here Today Adopted Tomorrow, as a non-profit, was allowed to do so for a few years, though they've since stopped doing it. As you know, we are a Not-for-Profit and each show we welcome hundreds of people to Brimfield and the shows. It would be a shame to not keep this tradition going. How would I go about securing permission for doing this, and if this is not viable, do you have any other suggestions?

Thanks,
Alix

Review & Action

#6

(6)

Select Board

From: Jonathan Silverstein <JSilverstein@k-plaw.com>
Sent: Wednesday, February 14, 2018 11:15 AM
To: Select Board
Cc: 'Michael Miller'
Subject: Item for Monday's Agenda - Municipal Opioid Litigation
Attachments: eUpdate: KP Law Joins Massachusetts Opioid Litigation Effort; MOLA.PDF; 39053_4554.pdf; KP-#603619-v1-Brimfield_Opioid_Litigation_Retention_Agreement.docx

Good morning, Carol:

I just spoke with Mike about having an item added to the Board's agenda for Monday evening—specifically consideration of the Town joining the mass tort litigation by municipalities against the manufacturers and distributors of prescription opioids. The litigation alleges, and we believe there is strong support for the allegations, that the defendants misrepresented the addictive nature of these drugs, marketed and distributed them recklessly and failed to comply with federal law. Costs to cities and towns include increased police and fire costs (staff, training and equipment), increase health care premiums, workers compensation claims, interference with economic development initiatives, education and treatment costs, and much more.

KP Law is part of a national consortium of law firms pursuing these claims on behalf of municipalities. So far, over 40 cities and towns in Massachusetts (and hundreds nation-wide) have agreed to join our effort. Joining this litigation would not cost the Town anything, since it is being handled on a purely contingent fee basis with all costs being fronted by the group of law firms.

Attached hereto, please find the following documents:

1. An eUpdate we sent recently regarding our involvement in the litigation;
2. A document that addresses some commonly-asked questions
3. A recent article regarding Sutton's decision to join, and
4. A retention agreement.

If the Board agrees that it wants the Town to be part of this litigation, it can simply vote to authorize Mike to execute the agreement as chair. Of course, if there are any questions at all, please do not hesitate to call or email.

Thanks very much,

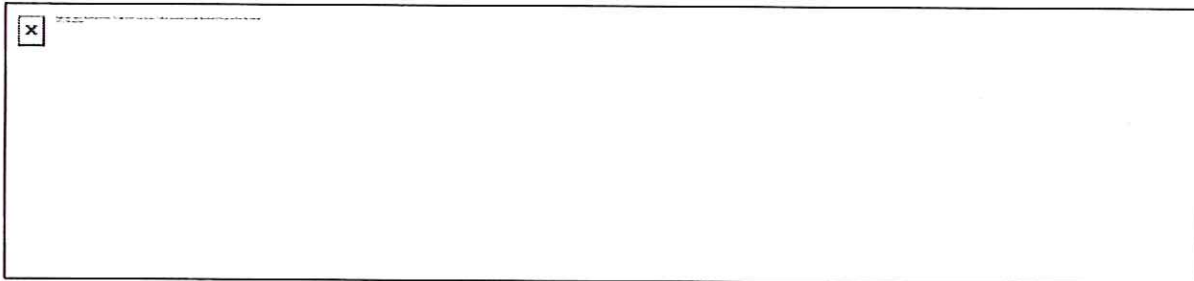
Jonathan

Jonathan M. Silverstein
KP | LAW
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www.k-plaw.com

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Select Board

From: KP Law, P.C. <KPLAW@k-plaw.com>
Sent: Tuesday, January 16, 2018 4:22 PM
To: KP Law, P.C.
Subject: eUpdate: KP Law Joins Massachusetts Opioid Litigation Effort
Attachments: MOLA.PDF



KP Law Joins Leading Local and National Law Firms Pursuing Opioid Litigation on Behalf of Massachusetts Municipalities

The opioid epidemic has reached a crisis level. Every municipality in Massachusetts is in some manner addressing the devastating impacts of this problem, from education to treatment, with costs being incurred by police, fire, public health, and school departments, among others. While this is a national issue, it is most definitely a local problem.

We share the concerns of municipalities and their desire to confront the root cause of this crisis. Accordingly, we have accepted an invitation to join a coalition of highly experienced local and national law firms to pursue litigation on behalf of individual municipalities against manufacturers and distributors of opioids. This tort litigation, filed against the primary responsible parties, is not a class action but will instead be separately filed to pursue the specific interests of each municipality.

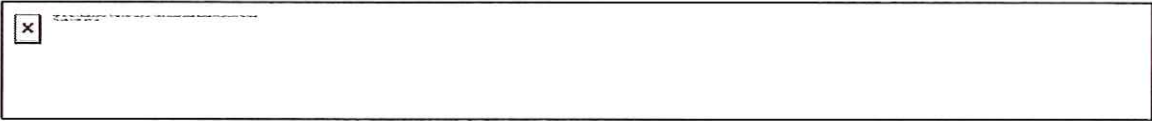
We are pleased to partner with firms recognized on the local and national level as leaders in addressing this significant public health issue. The consortium includes, on a local basis, the firms of Rodman, Rodman & Sandman of Malden, and Sweeney Merrigan of Greenfield. Our experience with Rodman, Rodman & Sandman, who represented a number of municipalities in the successful MTBE litigation, and the local nature of both firms, led to our affiliating with them on opioid litigation.

When we worked with municipalities on the MTBE litigation, the cost for this service was borne by the municipalities through their legal budgets. With respect to the opioid litigation, we will instead be compensated for such services through the settlement or award funds. Thus, while we will be able to directly advise municipalities on this litigation, the municipalities will not be charged for our services as part of their regular billing. Instead, compensation for such services will be deducted from the attorney fee already proposed as part of the litigation and our involvement will not result in any additional cost to the municipalities. Of course, if no award is made or settlement reached, no compensation will be due to the firm.

Attached is information about the litigation, as well as background on the local and national team. Representatives of all the firms will be present at the Massachusetts Municipal Association Annual Meeting on January 19th and 20th. Visit us at booth 1027, or at the MOLA (Massachusetts Opioid Litigation Attorneys) booth number 815.

Please contact Attorneys Mark Reich (mreich@k-plaw.com), Jonathan Silverstein (jsilverstein@k-plaw.com) or Lauren Goldberg (lgoldberg@k-plaw.com) at 617.556.0007 or 1.800.548.3522 or visit www.massmola.com with any questions or for more information on how your community can get involved.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.



ENGAGEMENT TO REPRESENT

RE: Town of Brimfield, Massachusetts civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

TOWN of Brimfield, Massachusetts (hereinafter "CLIENT"), by and through its Board of Selectmen, hereby retains the law firm LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA ("Firm") on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing the TOWN including, but not limited to, filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby.

Peter J. Mougey of the Firm shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms (collectively referred to, herein, as "Attorneys"), if no conflicts exist, including but not limited to conflicts pursuant to the Massachusetts Ethics laws and the Massachusetts Rules of Professional Conduct:

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA
316 South Baylen Street
Pensacola, Florida

SWEENEY MERRIGAN LAW, LLP
268 Summer Street, LL
Boston, Massachusetts

RODMAN, RODMAN & SANDMAN, P.C.
442 Main Street, Suite 300
Malden, Massachusetts

GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP
419 11th Street
Huntington, West Virginia

BARON & BUDD, PC
3102 Oak Lawn Avenue #1100
Dallas, Texas

HILL PETERSON CARPER BEE & DEITZLER PLLC
500 Tracy Way
Charleston, West Virginia

POWELL & MAJESTRO, PLLC
405 Capitol Street, P-1200
Charleston, West Virginia

MCHUGH FULLER LAW GROUP
97 Elias Whiddon Road
Hattiesburg, Mississippi

KP LAW, P.C.
101 Arch Street, 12th
Floor
Boston, Massachusetts

CLIENT is retaining the Firm and Attorneys collectively and not as individuals, and attorney services to be provided to CLIENT hereunder will not necessarily be performed by any particular attorney.

In consideration, CLIENT agrees to pay twenty-five percent (25%) of the total recovery (gross) in favor of CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants the Firm an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the Firm shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **CLIENT shall not pay to the Firm and Attorneys a fee of any kind or nature if there is no recovery.**

The Firm and the Attorneys shall advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated and shall be paid to the Firm and Attorneys. **CLIENT shall not be required to reimburse the Firm and Attorneys for litigation expenses of any kind or nature if there is no recovery. The fee and expenses combined will not exceed 50% of the gross recovery to the Town.**

CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this retention will preclude other retention by the Firm, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

Attorneys shall have the right to represent other municipalities, governmental agencies or governmental subdivisions in other opioid related actions or similar litigation, subject to the requirements of the Massachusetts Rules of Professional Conduct relating to conflicts of interest, and CLIENT consents to such multiple representation. CLIENT has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest which may occur as the result of Attorneys' current and continuing representation of other entities in similar litigation.

This litigation is intended to address a significant problem in the TOWN. The litigation focuses on the wholesale distributors and manufacturers of opioids and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Firm with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery.

The Firm intends to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages and/or equitable remedies (e.g., an abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors and manufacturers of opioids. CLIENT agrees to compensate the Firm, wholly contingent upon prevailing, by paying 25% of any settlement/resolution/judgment, in favor of CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 25% of the gross amount to Firm as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 25% of the gross value of the equitable relief to the Firm as compensation and then reimburse the reasonable litigation expenses, subject to appropriation of funds therefore and the applicable provisions of Massachusetts law. To the extent that the remedy includes both monetary damages and equitable relief, 25% of the monetary value of the equitable relief together with 25% of the monetary damages will be deducted from the total monetary damages as compensation for the Firm. If such compensation exceeds the total amount of the monetary damages awarded, payment of the additional compensation amount shall be subject to appropriation of funds therefor. To be clear, however, the Firm shall not be paid nor receive reimbursement from public funds unless required by law. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law. Under no circumstances shall CLIENT be obligated to pay any attorneys' fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of CLIENT's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Firm will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Firm to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Firm should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by CLIENT. Any division of fees will be governed by the Massachusetts Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with CLIENT; (2)

CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by CLIENT and each lawyer and shall comply with the terms of the Massachusetts Rules of Professional Conduct; and (4) the total fee is not clearly excessive.

The Firm and Attorneys will perform the legal services called for under this Agreement, keep CLIENT informed of progress and developments, and respond promptly to CLIENT's inquiries and communications. CLIENT will be truthful and cooperative with the Firm and Attorneys, disclose to the Firm and Attorneys all facts relevant to the claim, keep the Firm and Attorneys reasonably informed of developments, and be reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings, and trial as reasonably necessary.

LEAD COUNSEL shall appoint a contact person to keep CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by CLIENT. CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation, including but not limited to whether to settle the litigation and on what terms.

CLIENT may discharge the Firm and Attorneys at any time by written notice effective when received by LEAD COUNSEL. Unless specifically agreed by the Firm and CLIENT, the Firm and Attorneys will provide no further services and advance no further costs on CLIENT's behalf with respect to the litigation after receipt of the notice. If the Firm is CLIENT's attorney of record in any proceeding, CLIENT will execute and return a substitution-of-attorney form immediately on its receipt from the Firm.

Upon conclusion of this matter, LEAD COUNSEL shall provide CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

At the conclusion or termination of services under this Agreement, the Firm and Attorneys will release promptly to CLIENT all of CLIENT's papers and property. "CLIENT's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to CLIENT's representation, whether CLIENT has paid for them or not.

Nothing in this Agreement and nothing in the Firm and Attorneys' statement to CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Firm and Attorneys make no such promises or guarantees. The Firm and Attorneys' comments about the outcome of this matter are expressions of opinion only and the Firm and Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

The relationship to CLIENT of the Firm and Attorneys, and any associate counsel or

paralegal provided through them, in the performance of services hereunder is that of independent contractor and not that of employee of CLIENT, and no other wording of this Agreement shall stand in derogation of this paragraph. The fees and costs paid to the Firm and Attorneys hereunder shall be deemed revenues of their law office practice and not as a remuneration for individual employment apart from the business of that law office.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

SIGNED, this _____ day of _____, 2018.

Town of Brimfield, Massachusetts
By its Board of Selectmen

Michael Miller, Chair

Accepted:

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA
316 South Baylen Street
Pensacola, Florida

By _____
Peter J. Mougey
Lead Counsel

Date

Accepted:

SWEENEY MERRIGAN LAW, LLP
268 Summer Street, LL
Boston, Massachusetts

By _____
Peter M. Merrigan
Massachusetts Counsel

_____ Date

Accepted:

RODMAN, RODMAN & SANDMAN, P.C.
442 Main Street, Suite 300
Malden, Massachusetts

By _____
Richard M. Sandman
Massachusetts Counsel

_____ Date

Accepted:

KP LAW, P.C.
101 Arch Street
Boston, Massachusetts

By _____
Jonathan M. Silverstein
Massachusetts Coordinating Counsel

_____ Date



MOLA
Massachusetts Opioid Litigation Attorneys

SWEENEY MERRIGAN
LAW



KP LAW
The Leader in Public Sector Law

Your Massachusetts Legal Team Fighting the National Opioid Epidemic

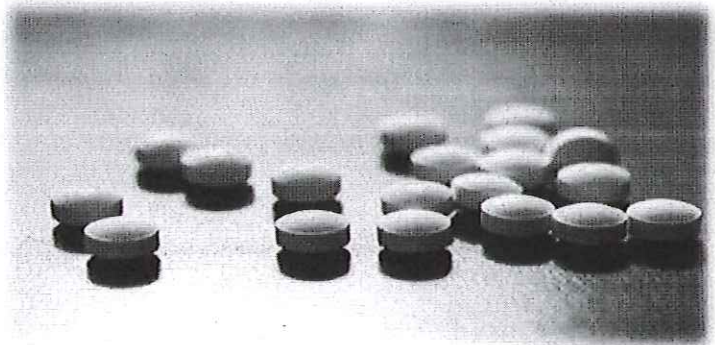
Massachusetts Opioid Litigation Attorneys (MOLA) is a consortium of local and national law firms filing suit against the world's largest pharmaceutical manufacturers and distributors to hold them accountable for flooding our communities with opioids, resulting in massive economic damages to Massachusetts cities and towns.

The MOLA litigation, being brought on behalf of the taxpayers of Massachusetts municipalities, is aimed at recovering monetary damages from the pharmaceutical manufacturers and distributors for their role in the devastating opioid epidemic. The damages sought on behalf of individual cities and towns are for past costs including law enforcement, needle exchanges, Narcan, EMS, treatment services, etc., as well as future mitigation/abatement damages for the foreseeable expenditures of taxpayer dollars toward treatment, education, and prevention.

Some additional information about this litigation:

- **This is a Mass Tort litigation, *not* a Class Action.** A class action suit requires all participants to have essentially the same injuries. Here, the damages from one municipality to another are very different and thus this is not a class action. We are filing suit on behalf of individual municipalities; these lawsuits will be consolidated for pretrial and discovery purposes.
- **We are not suing individual doctors or pharmacies.** MOLA believes the most effective approach to this litigation is to focus on the primary sources of this epidemic.
- **Individual municipalities will not have to bear the cost of the litigation.** The attorneys working on your case will *only* get paid from the verdict or settlement. The attorneys will front all costs and will *only* be reimbursed if successful.

Working with the MOLA team benefits local Massachusetts municipalities because they will be represented by our consortium of lawyers that includes multiple national law firms as well as three local firms with extensive mass tort litigation experience and a deep understanding of municipal law: [Sweeney Merrigan Law](#), [Rodman, Rodman & Sandman](#), and [KP Law](#).



Our consortium is the national leader in this litigation, with more opioid cases on file than any competing firm or group in the country.

To learn more about how your municipality can get involved, contact us at massmola.com or (617) 391-9001.



MOLA
Massachusetts Opioid Litigation Attorneys

SWEENEY | MERRIGAN
LAW



KP | LAW
The Leader in Public Sector Law

Frequently Asked Questions

1. Is this litigation a Class Action or a Mass Tort?

This is a mass tort litigation, not a class action. *A class action suit requires all participants to have essentially the same injuries. Here, the damages from one municipality to another are very different and thus this is not a class action.* We are filing suit on behalf of individual municipalities. Each individual municipality will have its own right to either accept or reject its specific settlement offer. Should a particular municipality decide to reject all offers and go to trial, these cases will be tried *in Massachusetts* by our team of local and national attorneys.

2. Isn't the Attorney General already pursuing the defendants?

The AG is investigating the defendants and considering bringing an action to recover damages on behalf of the Commonwealth. *However, even if the Attorney General does bring suit on behalf of the Commonwealth, there is no guarantee that any funds recovered in that action would directly benefit municipalities. Pursuing individual lawsuits on behalf of individual cities and towns will ensure that recovery money will go directly to the municipalities impacted by this crisis.* We feel that individual lawsuits by the municipalities will expand the scope of recovery throughout the Commonwealth and better the municipalities as a whole. Moreover, this will not interfere in any way with the Attorney General's efforts to seek recovery on behalf of the Commonwealth.

3. Where will these cases be filed?

Cases are being filed all over the country. In Massachusetts, we believe that cases should be filed in Federal Court and then consolidated into a Multidistrict Litigation (MDL) with other cases throughout the Commonwealth and the country to address pretrial and discovery issues. After these issues are resolved, the cases will likely be settled or sent back to Massachusetts for trial. We believe this is the most efficient, least burdensome, and most cost effective way to pursue these cases against some of world's most profitable companies. While every municipality has the right to choose how its case is pursued, most municipalities have expressed a greater comfort level participating in the national litigation effort.

4. We don't have a lot of resources to commit to this. How much time is required?

Because this litigation is centralized in a MDL in Ohio, most of the discovery will focus on the defendants while the cases are there. A few cases will be worked up and tried before the others ("bellwether trials"); these cases will serve as a barometer for the other cases in the MDL and may lead to settlement discussions. If settlement offers are obtained, each municipality will decide whether to accept or reject its specific offer. If the offer is rejected, the case will return to Massachusetts for trial. *We have a comprehensive legal team with extensive municipal and trial experience to manage, oversee and facilitate any required involvement from the municipality, and there should be ample time to plan and manage any such participation by each municipality well in advance.*

5. How do the legal expenses work?

Because our consortium has more clients throughout the country than any other group of attorneys, we can provide great economies of scale. The costs involved in this litigation are likely to be substantial. Instead of those costs being shouldered by a small handful of clients, our costs (assuming there is a successful recovery) will be spread among our many clients throughout the country, resulting in much lower costs being deducted from the awards to the local municipalities. No up-front payment of costs will be required from the municipalities.

**To learn more about how your municipality can get involved, contact us at
massmola.com or (617) 391-9001.**



MOLA
Massachusetts Opioid Litigation Attorneys

SWEENEY MERRIGAN
LAW



KP LAW
The Leader in Public Sector Law

Our National Opioid Litigation Consortium

In partnering locally with the Massachusetts Opioid Litigation Attorneys (MOLA), your municipality will be supported by a national powerhouse, including many of the top lawyers in Massachusetts and the country. We are initiating litigation against some of the largest and wealthiest pharmaceutical companies, and our consortium will bring to bear the financial and human resources necessary to be successful.

As the national leader in this litigation, our consortium of lawyers have more opioid cases on file than any competing firm or group in the country. For that reason, our consortium has been appointed to many key leadership positions spearheading the national litigation on behalf of hundreds of cities and towns across the country, as part of the MDL consolidation.

This specialized legal team has had the opportunity to retain some of the country's preeminent experts including former DEA agents who were recently featured on the program 60 Minutes. Those former agents have agreed to testify exclusively for our group. We have also retained experts in the fields of addiction recovery, urban and rural blight, the economics of addiction, and others.

The MOLA consortium extends beyond Sweeney Merrigan Law, Rodman, Rodman & Sandman, and KP Law, to include six other national law firms and several leaders of the national Plaintiff Steering Committee:

Paul T. Farrell, Jr., Greene Ketchum Farrell Bailey & Twell, LLP, Plaintiff Co-Lead Counsel

Troy Rafferty, Levin Papantonio, P.A., Plaintiff Co-Liaison Counsel

Michael J. Fuller, McHugh Fuller Law Group, Plaintiff Executive Committee

Peter Mougey, Levin Papantonio, P.A., Plaintiff Executive Committee

Roland Tellis, Baron & Budd, Plaintiff Executive Committee

LEVIN PAPANTONIO
Thomas Mitchell-Rafferty, Prector, P.A.

BARON & BUDD



GREENE KETCHUM
FARRELL BAILEY & TWELL LLP

MC HUGH FULLER
LAW GROUP

SWEENEY MERRIGAN
LAW



KP LAW
The Leader in Public Sector Law

HPCB&D
Hill, Peterson, Carper,
Bee & Deatzler, PLLC

POWELL &
MAJESTRO P.L.L.C

To learn more about how your municipality can get involved, contact us at massmola.com or (617) 391-9001.

Selectmen vote to join legal fight against opioid crisis

By Robert Fucci

In 2017, the Town of Sutton was plagued with 15 overdoses and transports to hospitals related to opioids. Police, fire and EMT personnel administered Narcan on 13 separate occasions.

Between 2015 and 2016, there were 24 overdoses and transports in town related to opioids and Narcan was administered 24 separate times.

During the Feb. 6 Board of Selectmen meeting, the town decided legal action was needed to combat the crisis.

The Board voted 4-0 to join in a Mass. Tort litigation to sue big pharmaceutical manufacturers and distributors for their alleged roles in opioid addiction.

"To me this is a welcome opportunity," Selectman David Hall said. "I think the major pharmaceutical companies have some culpability here. This is an issue I've felt personally here in Sutton. To join and contribute in an effort like this I think is an opportunity I welcome."

According to Town Administrator Jim Smith, the law firm Levin, Papantonio, Mitchell, Rafferty & Proctor, PA will be retained on a contingent fee basis to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the epidemic. Peter Mougey will serve as lead counsel.

Joining the tort comes at no cost to Sutton. Should Sutton win or if the case is settled, attorneys would receive 25 percent and up to another 25 percent for costs associated with hiring consultants and doctors to present the case.

The remaining 50 percent would go to cities and towns that have signed onto this action.

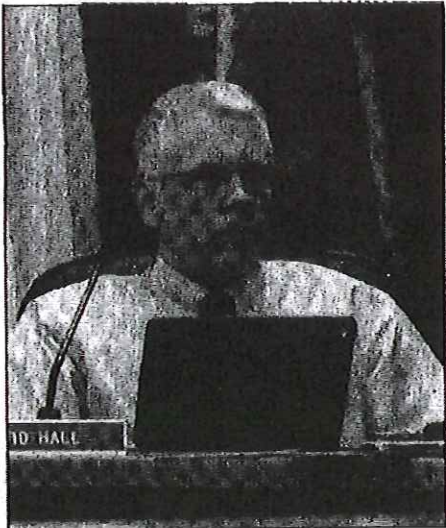
The case in this matter is being led by the Massachusetts Opioid Litigation Attorneys (MOLA), which includes

Sutton's town counsel **KPLaw**. MOLA is a consortium of local and national law firms filing suit against the world's largest pharmaceutical manufacturers and distributors to hold them accountable for the opioid crisis, resulting in economic damages across the Commonwealth.

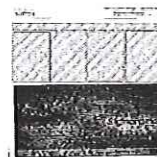
This is not a class action suit, as that requires all participants to have essentially the same injuries. According to MOLA documents, damages from one municipality to another are very different.

Individual doctors and pharmacies are not targeted in the litigation. MOLA believes these cases will be filed in Federal Court and then consolidated into a multidistrict litigation (MDL) with other cases throughout the Commonwealth.

"Nobody's immune to this," Selectman Michael Kenney said. "I couldn't give more support for it."



Selectman David Hall said he welcomes the chance for Sutton to join the Mass. Tort litigation against big pharmaceutical manufacturers and distributors of opioids. PHOTO BY ROBERT FUCCI



Auburn to join lawsuit against opioid makers

By Craig S. Semon

Telegram & Gazette Staff

Posted Feb 13, 2018 at 8:09 PM

Updated Feb 13, 2018 at 8:09 PM

AUBURN – Auburn is the latest Central Massachusetts town to agree to join in litigation seeking to recover municipal costs incurred because of the opioid crisis.

Richard M. Sandman, an attorney at Rodman, Rodman & Sandman PC in Malden, gave a presentation Monday night to selectmen before the board voted 4-0 to get involved in the suit against opioid manufacturers and distributors.

..... also have agreed to join the litigation.

Mr. Sandman's firm is part of Massachusetts Opioid Litigation Attorneys, which is working on the lawsuit with six national law firm. Sweeney Merrigan Law and KP Law also are in MOLA.

Mr. Sandman one basis for the lawsuit is the allegation that opioid manufacturers knew about the addictive nature of the drugs.

"They knew about it and they actually coined a term, 'pseudo addiction,' and recommended that you treat the continued pain that you get, and the continued drive that you get, by taking more opioids," Mr. Sandman said.

Mr. Sandman said the lawsuit is intended to get towns reimbursed for expenses incurred because of the opioid epidemic.

"When you fight the opioid manufacturers and distributors, which is what we're doing, you better be well-funded. You better have a lot of people on your staff. And you better be prepared for a fight," Mr. Sandman said. "And I believe we are very well positioned in all those areas."

In 2016, Auburn had 27 emergency response calls and one death related to opioids, Mr. Sandman said.

Mr. Sandman said the plaintiffs seek to hold opioid manufacturers responsible for negligence and misrepresentation about the addictive nature of the drugs, and opioid distributors for failing to report large and suspicious sales as required by federal law.

"This is something that I personally would support," said Doreen M. Goodrich, chairman of the Board of Selectmen. "We do need to hit them where it hurts, and that's the manufacturer."

"It's out of control," Selectman Lionel R. Berthiaume said of the opioid epidemic. "If nothing else, scare the wits out of the distributors."

Mr. Sandman said the cases are being filed in federal courts and will be consolidated in one court in Ohio.

Cities and towns can join the lawsuit at no cost, Mr. Sandman said. He said the only payment to the lawyers representing the Massachusetts municipalities would be a portion of any settlement or award.

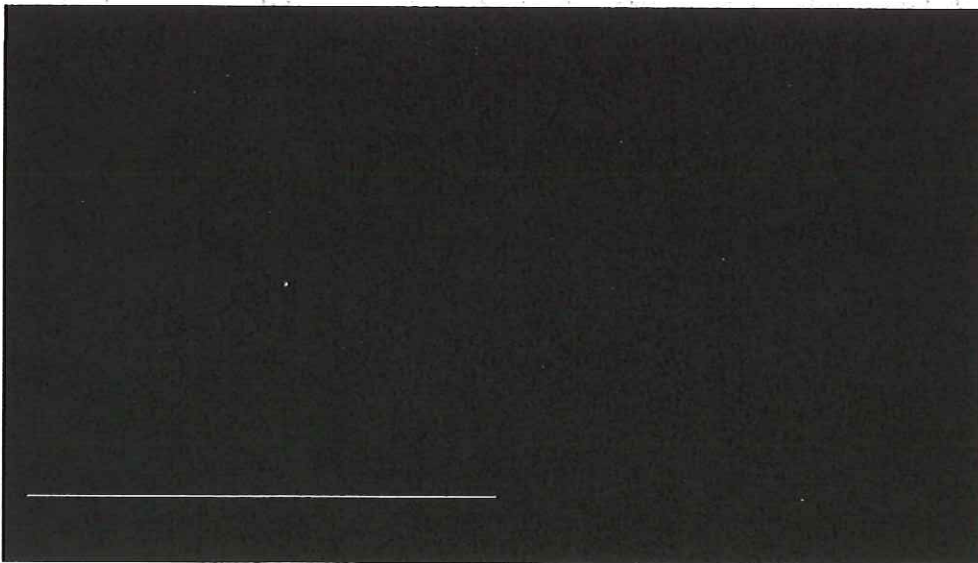
"The litigation is all done on a contingency faith. We recognize that communities do not have the money to pay lawyers. If we're successful, we recover funds," he said. "We think the risk is minimal, if nonexistent, for you ... We expect that almost every community in Massachusetts will be involved eventually."



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MOST POPULAR STORIES



Review & Action

#7

Review & Action

#8



TOWN OF BRIMFIELD
COMMONWEALTH OF MASSACHUSETTS
BOARD OF SELECTMEN

8

February 20, 2018

Board of Selectmen,

This is to inform you that the following items from the Highway Department were posted and sold on Municibid last week.

1996 Polaris Sportsman 500 ATV	\$ 1,050.00
1979 Autocar Tanker	\$ 17,550.00

Respectfully Submitted,

Carol Camerota

Carol Camerota
Administrative Assistant to Selectmen

Review & Action

#9

Select Board

From: George Adams <gadams176@charter.net>
Sent: Wednesday, February 07, 2018 9:21 PM
To: Select Board
Subject: Food Drive - Saturday March 17th Brimfield Town Common
Attachments: Troop Spring Food Drive 2018 Flyer.jpg

9

Carol,

The Boy Scout Troop is planning on holding a Spring Food Drive on Saturday, March 17th and they would like to hold it on the Town Common.

I attached a copy of the flyer.

Please let me know if when the BOS approves it so we can get the flyers out.

Thanks,
George Adams
(860) 595-4084

FILL THE TENT

FOOD DRIVE

HELP THE BRIMFIELD
BOY SCOUT TROOP 7
FEED LOCAL FAMILIES!

TOGETHER WE CAN MAKE A DIFFERENCE!!

DONATE NON-PERISHABLE FOOD ITEMS TO HELP FILL THE TENT

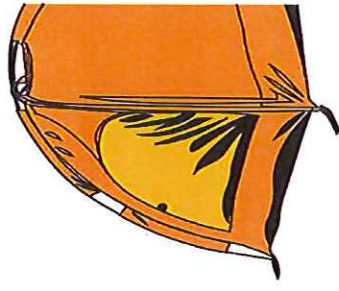
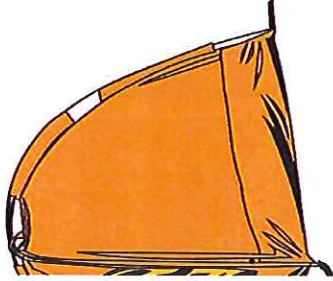
along with the usual non-perishables we will also accept Easter Candy and other Easter Items to put together
Easter Egg Baskets.

SATURDAY, March 17th, 2018

8:00AM—10:00PM

BRIMFIELD TOWN COMMON

proceeds will be delivered to the Tri-Town food bank which covers Brimfield, Holland & Wa



Review & Action

#10

10

Select Board

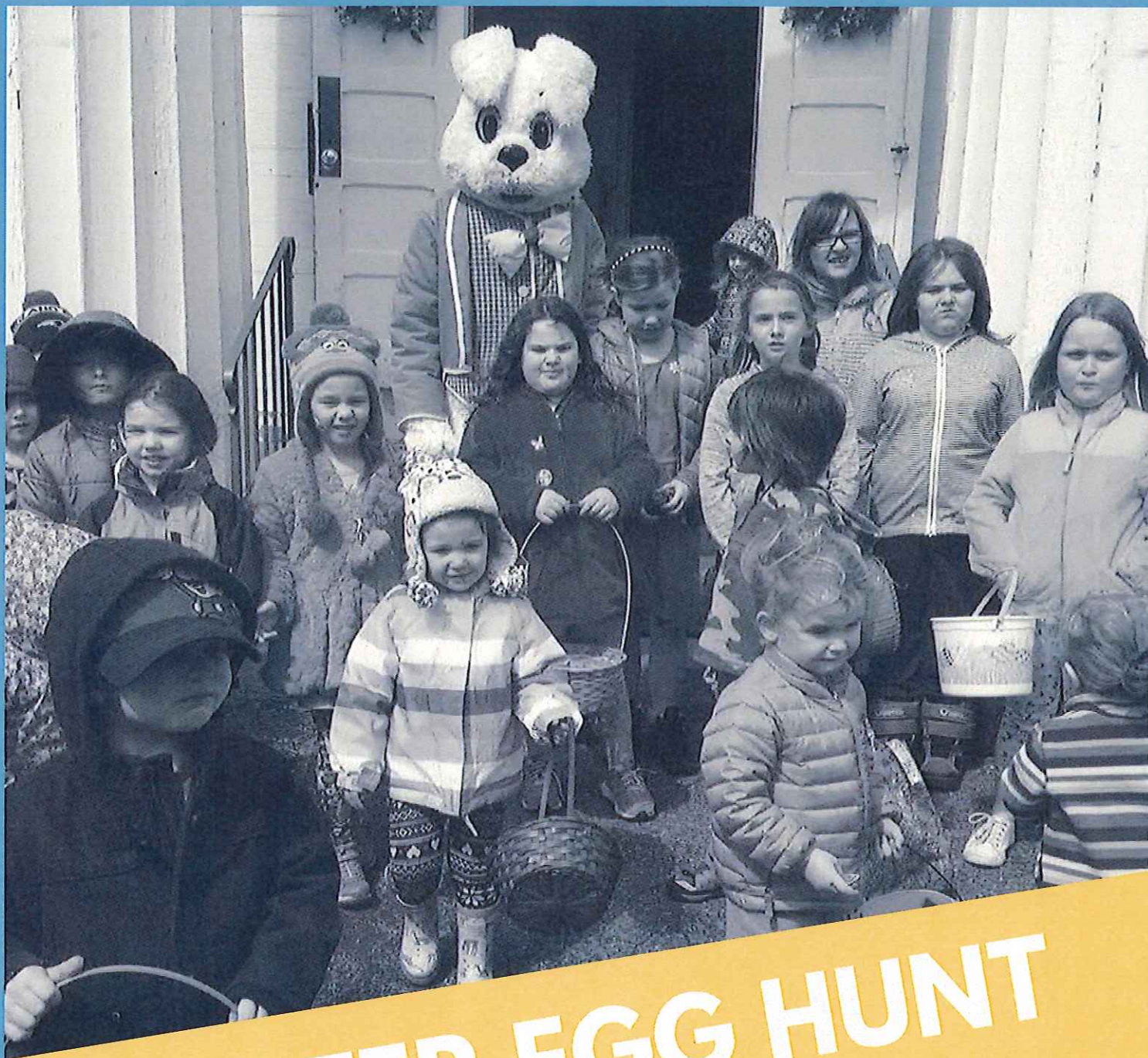
From: George Adams <gadams176@charter.net>
Sent: Wednesday, February 07, 2018 9:03 PM
To: Select Board
Subject: Community Easter Egg Hunt
Attachments: Easter Egg Hunt.pdf
Importance: High

Carol,

Attached is a copy of this year's Community Easter Egg Hunt flyer. If possible, could you post this info or flyer on the town's web site?

March 24th

Thanks,
George Adams
(860) 595-4084



EASTER EGG HUNT

A COMMUNITY EVENT

Bring a basket and come prepared for a community Easter Egg Hunt. The Easter Bunny traditionally has made an appearance. Games and snacks included.

03.24.18

2PM | SATURDAY

FIRST CONGREGATIONAL CHURCH
OF BRIMFIELD, 20 MAIN ST.

FREE

Review & Action

#11

11

Select Board

From: Ryan Olszta <ryanolszta@gmail.com>
Sent: Saturday, February 10, 2018 9:46 PM
To: Select Board
Subject: Use of the Common

The corrected date that we would like to use the common on is March 31st for a community Easter egg hunt. Myself and several members of the community are coming together to plan the event. If we could be put on the next selectmans meeting agenda that would be fantastic. Thank you for your time!

Respectfully,

Ryan Olszta

Select Board

From: Ryan Olszta <ryanolszta@gmail.com>
Sent: Wednesday, February 07, 2018 3:48 PM
To: Select Board
Subject: Use of the Common

Good Afternoon,

I'd like to be put on the next selectman's meeting agenda to discuss a Brimfield Community Easter Egg Hunt on March 24th with a rain date of March 31st on the common. This would be a community event and the plan is to try and include as many parts of the community as possible. Thank you for your time!

Respectfully,

Ryan E. Olszta

Review & Action

#12

Review & Action

#13

Review & Action

#14

Review & Action

#15



Town of Brimfield
Finance Committee
23 Main Street
Brimfield, MA 01010
finance@brimfieldma.org

15

FY 2019 BUDGET REQUESTS

From: Mike Moloney, Chairman - Finance Committee

Date: January 21, 2018

TO ALL DEPARTMENTS, BOARDS AND COMMITTEES:

The process for developing and submitting your budget request for FY 2019 will be the same as last year. This letter accompanies a budget worksheet that has the last 3 years of actual spending for each account, the approved budget for the current year (FY18), and a target amount for FY19 being recommended by the Finance Committee.

Please review each budget line item you are responsible for, fill in the requested amount for FY 2019, and return the signed form to finance@brimfieldma.org **no later than Friday, February 16, 2018**. You are encouraged to return your form by email, but if you cannot for some reason, then leave in the Finance Committee mail box in the Town Hall Annex.

A budget form identifying the submitter and submission date is required from *all* budget owners in order for FinCom to consider recommending approval. This will also insure your budget request is accurately reflected in the published Town Report and Town Meeting communications.

The recommended *Wage, Salary, and Stipend target increase for FY2019 is 2.0%* more than the approved FY2018 budget. This target is based on inflation data over the past 12 months. The 2.0% increase is included in the Wage/Salaries target numbers in your budget worksheet.

FinCom is again recommending *no increases in expense budget line items for FY2019 vs. FY2018*. This level funding amount is also included in each line item target numbers on the worksheet.

If you feel the need to request an increase from these recommended target levels, please provide a written explanation of your request along with your budget request form to FinCom no later than the budget deadline. Particularly if your budget increase request is significant, we encourage you to discuss your needs with BOS and the Finance Committee, so we can fully understand and prioritize the request along with other Town needs. Please contact me at finance@brimfieldma.org to schedule a meeting with FinCom.

Very Truly Yours,

Town of Brimfield Finance Committee

Mike Moloney

BOARD OF SELECTMEN

AFTER WARRANT #17 2-14-18

	FY18	FY18	Ending
ACCOUNT NAME	ACCOUNT #	BUDGET	BALANCE
Ambulance	01-0231-5380	\$83,125.00	\$27,708.36
Animal Control Expense	01-0292-5580	\$600.00	\$535.14
Animal Control Officer	01-0292-5116	\$6,725.00	\$2,508.20
Building/Zoning Commissioner	01-0241-5112	\$23,771.00	\$8,458.14
Asst. Building Inspector	01-0241-5113	\$650.00	\$650.00
Code Red	01-0195-5391	\$3,500.00	\$500.00
Constables	01-0193-5111	\$281.00	\$281.00
Electrical Inspector	01-0245-5112	\$10,404.00	\$3,880.75
Asst. Electrical Inspector	01-0245-5113	\$416.00	\$416.00
Lake Sherman Weed Control	01-0630-5355	\$10,000.00	\$9,400.00
Liquor Licenses	01-122-4410-0000		
Moderator	01-0114-5111	\$166.00	\$166.00
Municipal Bldg Repair - ATM-45	01-0195-9208	\$58,275.97	\$14,821.08
Municipal Bldg. Facilities-ATM-35	01-0195-9212	\$5,375.84	\$1,049.16
Facilities Plan Develop-ATM-44	01-0195-6214	\$50,000.00	\$40,375.84
Pod Rental	01-0195-5390	\$4,290.00	\$1,414.88
Property Maintenance Wages	01-0193-5116	\$1,689.00	\$1,689.00
Selectmen Assistant	01-0123-5113	\$44,670.00	\$16,664.97
Selectmen Expense	01-0122-5420	\$5,000.00	\$2,908.39
Selectmen Salaries	01-0122-5111	\$11,366.00	\$5,683.00
Telephone Expense	01-0192-5200	\$13,000.00	\$1,947.47
Town Counsel	01-0151-5302	\$25,000.00	\$22,663.91
Town Hall Computer Maint.(Tantas)	01-0195-5383	\$10,500.00	\$5,700.00
Town Hall Custodian	01-0192-5116	\$8,539.00	\$3,212.17
Town Hall Expense	01-0192-5450	\$16,000.00	\$7,171.55
Town Reports	01-0195-5382	\$7,000.00	\$7,000.00
Worker's Comp	01-0910-5176	\$23,000.00	\$1,648.00
General Prop & Liab	01-0945-5741	\$72,500.00	\$4,278.00
Veteran's Grave Expense	01-0543-5113	\$474.00	\$474.00
GRANT ACCOUNTS			
Corey Land Trust	84-3570-0122	\$1,250.24	
IT Account (Office 365)	14-3568-0122	\$18,850.12	\$15,828.12
Newsletter Gift Account	14-3563-0122	Encumber	
Norcross	14-3561-0122	\$15,753.80	
Solar Processing (Soltas)	14-3569-0122	\$6,778.00	
REVOLVING ACCOUNTS			
Special Flea Market	89-2420-0699		
Thames River Grant	14-3562-0122	\$55,984.30	\$45,984.30
Tornado Tree Planting-HYWY	14-3561-0422	\$31,411.21	
Ricoh Copier	01-0192-5451		
Master Facility	01-0195-6223		

BOARD OF SELECTMEN - OFFICE

Account Number	Description	FY 2019									
		Actual FY 2015	Actual FY 2016	Actual FY 2017	Budget FY 2018	Target FY 2019		Request FY 2019		Explanation if Request different than Target	
							% of FY18		% of FY18		
0114-5111	Moderator Stipend	\$ 156	\$ 159	\$ 163	\$ 166	\$ 169	2.0%	\$ 169	2%		
0122-5111	Selectmen Stipend	\$ 6,555	\$ 6,686	\$ 11,366	\$ 11,366	\$ 11,593	2.0%	\$ 11,593	2%		
0122-5420	Selectmen Expense	\$ 5,000	\$ 5,000	\$ 4,000	\$ 5,000	\$ 5,000	0.0%	\$ 5,000	0%		
0122-5421	Selectmen Newsletter			\$ 2,400							
0123-5113	Selectmen Assistant	\$ 42,093	\$ 42,935	\$ 43,794	\$ 44,670	\$ 45,563	2.0%	\$ 45,563	2%		
0151-5302	Town Counsel	\$ 75,000	\$ 75,000	\$ 65,000	\$ 25,000	\$ 25,000	0.0%	\$ 25,000	0%		
	TOTAL	\$ 128,804	\$ 129,780	\$ 126,723	\$ 86,202	\$ 87,326	1.3%	\$ 87,325	1%		

Encumbrances

- 0192-6421 Town Hall ENC
- 0195-6224 Town Hall Eng. Report
- 0195-6222 Annex Handicapped Access
- 0193-5850 Paint/Delead Town Hall
- 0195-5381 Dam Engineering & Maint.
- 0195-5383 Computer Maint. ENC
- 0195-6420 Building Improv. ENC
- 0195-6220 Town Hall Gutter/Wind
- 0122-5420` Photo Copy Selectmen share
- 0122-9780 ATM 5/16/16 Art. # 29 Tri Town
- 0122-9781 ATM 5/16/16 Art. # 39 Treasurer
- 0122-5421 Select Board Newsletter ENC

\$ 500

Submitted by: _____
 Date: _____

BOARD OF SELECTMEN - TOWN HALL & TOWN REPORT

Account Number	Description	Actual		Actual		Budget		Target		Request		Explanation if Request different than Target
		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2018	FY 2019	FY 2018	FY 2019	% of FY18	
0192-5116	Town Hall Custodian	\$ 8,047	\$ 8,208	\$ 8,372	\$ 8,539	\$ 8,710	\$ 8,710	2.0%	2.0%	8,710	2%	
0192-5200	Telephone Expense	\$ 11,000	\$ 11,000	\$ 11,000	\$ 13,000	\$ 13,000	\$ 13,000	0%	0%		-100%	
0192-5382	Town Reports	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	0.0%	0.0%		-100%	Pending
0192-5450	Town Hall Expense ***	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	0.0%	0.0%		-100%	
0195-5383	Computer Maintenance	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500	0%	0%	10,500	0%	
0195-5390	Storage Pods	\$ 5,100	\$ 5,310	\$ 5,310	\$ 4,290	\$ 4,290	\$ 4,290	0.0%	0.0%	1,311	-69%	\$109.25 for 1 per month
0193-5116	Maintenance Wages	\$ 1,592	\$ 1,624	\$ 1,656	\$ 1,689	\$ 1,723	\$ 1,723	2.0%	2.0%		-100%	Transfer amount to Town Hall Expense?
0195-5391	Code Red				\$ 3,500	\$ 3,500	\$ 3,500	0.0%	0.0%	3,000	-14%	
	TOTAL	\$ 59,239	\$ 59,642	\$ 59,838	\$ 64,518	\$ 64,723	\$ 64,723	0.3%	0.3%		-100%	

0193-5116 Town Hall Maint. Wages
 0192-6421 Telephone Expense ENC
 0195-6223 Facilities Study ATM 05/12
 0192-8450 ENC Town Hall Expense
 0195-8390 ENC Pod Rental
 0195-6214 Facilities Plan Dev. 5/15/17 #44
 0195-9208 Bldg. Repairs 5/15/17 #45
 0195-9210 ATM 5/18/15 Art. #33 Municipal Facilities
 0195-9211 ATM 5/18/15 Art. #34 Municipal Bldg.
 0195-9212 ATM 5/18/15 Art. #35 Municipal Bldg.

Submitted by: _____
 Date: _____

Account Number	Description	FY 2019									
		Actual FY 2015	Actual FY 2016	Actual FY 2017	Budget FY 2018	Target FY 2019	% of FY18	Request FY 2019	% of FY18	Explanation if Request different than Target	
0910-5176	Workers Comp. Insurance	\$ 19,373	\$ 19,955	\$ 21,951	\$ 23,000	\$ 23,000	0%		0%		
0919-5176	Modungo Medical Indemn.	\$ 300	\$ 300	\$ 300							
0945-5741	Gen. Prop.& Liab. Insurance	\$ 86,347	\$ 86,347	\$ 89,801	\$ 72,500	\$ 72,500	0%		0%		Pending
TOTAL		\$ 106,020	\$ 106,602	\$ 112,052	\$ 95,500	\$ 95,500	0%		0%		-100%

Submitted by: _____
 Date: _____

BOARD OF SELECTMEN - MISCELLANEOUS

Account	Description	Actual		Actual		Budget		Target		Request		Explanation if Request different than Target
		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	% of FY18	
											% of FY18	
0291-5420	Emergency Mgt. Expense	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0.0%	\$ 1,000	0%	
0292-5116	Animal Inspector Salary	\$ 6,337	\$ 6,454	\$ 6,593	\$ 6,725	\$ 6,860	\$ 6,860	\$ 6,860	2.0%	\$ 6,860	2%	
0292-5580	Animal Inspector Expense	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	0.0%	\$ 600	0%	
0543-5113	Veterans Grave Officer	\$ 474	\$ 474	\$ 474	\$ 474	\$ 474	\$ 474	\$ 474	0.0%	\$ 474	0%	
0543-5580	Veterans Agent Expense	\$ 1,925	\$ 1,925	\$ 1,925	\$ 1,925	\$ 1,925	\$ 1,925	\$ 1,925	0.0%			See ledger from Treasurer
0543-5770	Veterans Service Benefit	\$ 44,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	0.0%			See ledger from Treasurer
0543-5771	Veterans Service Agent	\$ 9,986	\$ 9,986	\$ 9,986	\$ 10,186	\$ 10,390	\$ 10,390	\$ 10,390	2.0%	\$ 10,390	2%	
0650-5420	Cable Advisory Clerk	\$ 1,242	\$ 1,267									
0692-5351	Memorial Day	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	0.0%	\$ 500	0%	
0699-5361	Agriculture Commission Expense	\$ -	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	0.0%	\$ 200	0%	
0172-5420	Open Space Planning Comm - Expense	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	0.0%	\$ 3,000	0%	
TOTAL		\$ 69,064	\$ 81,416	\$ 80,278	\$ 80,610	\$ 80,948	\$ 80,948	\$ 80,948	0.4%		-100%	

Encumbrances

0542-5700 Tri Town Youth
 0599-5190 Senior Tax Rebate
 0630-5355 Lake Sherman Weed Control 5/15/17 #35 \$ 10,000
 0630-9355 Weed Control 5/18/15 #16 \$ 5,094
 0292-5580 Photo Copy Dog Off. Share

Submitted by: _____
 Date: _____

Ledger History - MidLevel - Expenditure Ledger

Warrant	Block/Batch	Posted	Tran. Type	By	Summary:	Beginning	Debit	Credit	Ending
Account: 01-0543-5770			Veterans Service Benefits			0.00			
			Budget	marsenault			28,883.31	56,442.00	27,558.69
FY18-2	2018/25	07/01/2017	Payable	marsenault			0.00	56,000.00	56,000.00
FY18-3	2018/51	07/24/2017	Payable	marsenault			3,032.66	0.00	52,967.34
FY18-4	2018/94	08/07/2017	Payable	marsenault			550.87	0.00	52,416.47
FY18-6E	2018/159	08/21/2017	Payable	marsenault			3,934.74	0.00	48,481.73
FY18 8E	2018/226	09/18/2017	Payable	marsenault			3,512.27	0.00	44,969.46
	2018/4-tr13	10/16/2017	Payable	marsenault			3,499.97	0.00	41,469.49
	2018/290	10/30/2017	Receivable	marsenault			0.00	442.00	41,911.49
FY18-10E	2018/290	11/13/2017	Payable	marsenault			4,854.60	0.00	37,056.89
FY18-13	2018/396	12/27/2017	Payable	marsenault			4,962.47	0.00	32,094.42
FY18-15E	2018/453	01/22/2018	Payable	marsenault			4,535.73	0.00	27,558.69

1 Account(s) totaling:

28,883.31 0.00 56,442.00 27,558.69

Parameters: Fiscal Year: 2018 Start Date: 7/1/2017 end: 6/30/2018

Ledger History - MidLevel - Expenditure Ledger

Warrant	Block/Batch	Posted	Tran. Type	By	Summary:	Beginning	Debit	Credit	Ending
Account: 01-0543-5580									
		Veterans Agent Expense				0.00	840.76	1,925.00	1,084.24
FY18-2	2018/25	07/01/2017	Budget	marsenault			0.00	1,925.00	1,925.00
FY18-3	2018/51	07/24/2017	Payable	marsenault			82.08	0.00	1,842.92
FY18-6E	2018/159	08/07/2017	Payable	marsenault			130.98	0.00	1,711.94
FY18 7E	2018/194	09/18/2017	Payable	marsenault			125.55	0.00	1,586.39
FY18-10E	2018/290	10/02/2017	Payable	marsenault			93.99	0.00	1,492.40
FY18 W12E	2018/361	11/13/2017	Payable	marsenault			143.47	0.00	1,348.93
FY18-15E	2018/453	12/11/2017	Payable	marsenault			94.47	0.00	1,254.46
		01/22/2018	Payable	marsenault			170.22	0.00	1,084.24

1 Account(s) totaling:

0.00 840.76 1,925.00 1,084.24

Worksheet for FY17 Budget

BOARD OF SELECTMEN - FLEA MARKET

FY 2017

Account Number	Description	Actual		Actual		Actual		Budget		Target		Request		Explanation if Request different than Target
		FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	% of FY16	FY 2017	% of FY16	FY 2017	% of FY16			
0699-5112	Flea Market Advisory Bd.	\$ -	\$ -	\$ -	\$ -									
0699-5116	Flea Market Payroll	\$ 86,192	\$ 87,196	\$ -	\$ -									
0699-5480	Flea Market Expense	\$ 11,674	\$ 10,047	\$ -	\$ -									
	TOTAL	\$ 97,866.19	\$ 97,242	\$ -	\$ -									

Submitted by:	
Date:	