



LANCASTER SELECT BOARD
Regular Meeting Agenda
Prescott Building – Nashaway Room & ZOOM
Monday, June 5, 2023
6:00 P.M.

In accordance with the Open Meeting Law, please be advised that this meeting will be recorded and broadcast, and/or rebroadcast, over Sterling-Lancaster Community TV.

I. CALL TO ORDER

Chair Stephen J. Kerrigan will call the meeting to Order at 6:00 P.M. in the Nashaway Meeting Room located on the second floor in the Prescott Building, 701 Main Street, Lancaster, MA 01523

Time: Jun 5, 2023, 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89034756987>

Meeting ID: 890 3475 6987

One tap mobile

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Dial by your location

+1 312 626 6799 US (Chicago)

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+1 301 715 8592 US (Washington DC)

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+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

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Meeting ID: 890 3475 6987

Find your local number: <https://us02web.zoom.us/j/89034756987>

Additional materials for Select Board meetings are available at:

<https://www.ci.lancaster.ma.us/administration-select-board/pages/meeting-materials>

Residents Have the Ability to Ask Questions via ZOOM.

II. APPROVAL OF MEETING MINUTES

Review and take action on the Select Board's Meeting Minutes of May 15, 2023.



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III. PUBLIC COMMENT

Opportunity for the public to address their concerns, make comments, offer suggestions, or ask questions.

IV. TOWN ADMINISTOR REPORT

1. Recruitment Updates - Building Commissioner; Assistant Town Clerk; Cemetery/Tree
2. OneStop Grant Updates
3. DCAMM Site Visit & Project Kickoff Review
4. Energy Committee
5. Community Center Garden & ADA Pathway Update & Thank You's

V. ADMINISTRATION, BUDGET, AND POLICY (Vote may be taken)

1. Memorial School Reuse: Continued discussion and determination of next steps
2. MassHousing 40B Application, 13 Neck Road: Select Board official response
3. Certification and approval to remove invasive plants from Town Land: Per MA Wetland Protection Act (Thayer Field)
4. Budget Calendar for FY2025 – Discussion and acceptance
5. Review request from J. Farnsworth to waive public hearing requirement for the Renewal of Kanis Special Permit for the Removal of Earth Products expiring 8/19/2023.
6. Tax Fairness Committee Matters
 - a) Charge Clarity
 - b) Committee Guidelines/Expectations

VI. APPOINTMENTS AND RESIGNATIONS (Vote may be taken)

Appointments:

- Conservation Commission – Shawn Windsor, term to expire June 30, 2026
- Minuteman School Committee – Charlene Cabral, term to expire June 30, 2026 (Moderator Appt.)
- Montachusett Regional Planning Commission Representative– Jasmin Farinacci
- Discussion on Montachusett Joint Transportation Committee (MJTC) Appointment for 2023-2024, current member Alexandra Turner

VII. EXECUTIVE SESSION

Enter Executive Session

- a. The Lancaster Select Board will meet in Executive Session pursuant to M.G.L. c.30A, §21(a) for the following purposes:
 - i. Purpose (2): To discuss strategy relative to collective bargaining with the Massachusetts Coalition of Police AGL-CIO, Local 2023 (Police);



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- ii. Purpose (2): To discuss strategy relative to collective bargaining with the American Federation of State, County, and Municipal Employees (AFSCME), Council 93, Local 3720 – AFL-CIO (DPW); and
- iii. Purpose (3): to discuss strategy with respect to collective bargaining, specifically to deliberate regarding the response to a settlement agreement proposed by the American Federation of State, County, and Municipal Employees (AFSCME), Council 93, Local 3720 – AFL-CIO (Clerical) relative to former employee A. Martin.

As an open meeting may have a detrimental effect on the bargaining position of the Town and its Select Board and to reconvene in open session thereafter.

- b. The Lancaster Select Board will meet in Executive Session pursuant to M.G.L. c30A §21(a) for the following purpose:
 - i. Purpose (3): to discuss litigation strategy re: A. Turner's DUA Appeal, as an open meeting may have a detrimental effect on the litigating position of the Select Board and not to reconvene in Open Session thereafter.

VIII. NEW BUSINESS

- Town Administrator review

IX. COMMUNICATIONS

- Town Offices will be closed on Monday, June 19, 2023, in observance of Juneteenth.
- Select Board's next Meeting will be held on Monday, June 26, 2023 at 6:00pm
- Miscellaneous Correspondence & Memorandums

X. ADJOURNMENT

II. APPROVAL OF MEETING MINUTES



**LANCASTER SELECT BOARD
Regular Meeting Minutes
of Monday, May 15, 2023, 6:00 P.M.
Prescott Building – Nashaway Room**

ZOOM: <https://us02web.zoom.us/j/81409756185> Meeting ID 814 0975 6185

I. CALL TO ORDER

Chairman Stephen J. Kerrigan called the meeting to order at 6:00PM and advised that the meeting was being recorded and broadcast by Sterling Lancaster Community Television.

Roll call vote taken, Jason A. Allison, present, Alexandra W. Turner, present, Stephen J. Kerrigan, present. Also present, Kate Hodges, Town Administrator.

II. APPROVAL OF MEETING MINUTES

Mr. Allison moved to approve the minutes of May 3, 2023. Ms. Turner seconded. *Vote taken Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

III. SCHEDULED APPEARANCES & PUBLIC HEARINGS - NONE

IV. BOARD, COMMITTEE, & DEPARTMENT REPORTS - NONE

V. PUBLIC COMMENT

Opportunity for the public to address their concerns, make comments and offer suggestions on operations or programs, except personnel matters.

Mr. Kerrigan recognized Joe D'Eramo, 127 Harvard Road. Mr. D'Eramo talked about the Tax Fairness Committee formed by Annual Town Meeting; he would like, including the charge given, for the Committee to address Senior Means testing. Secondly, he expressed concern about the appointment of Deb Sanders as Assessor because Ms. Sanders is not a Lancaster resident.

Mr. Kerrigan recognized Jan Pirozzolo-Mellowes, 12 Neck Road. Ms. Pirozzolo-Mellowes voiced her objections to the proposed 40B project at 13 Neck Road, particularly the size and scope of the project. She will submit her comments to the State.

Mr. Kerrigan recognized Sebastian Malatos, 24 Neck Road. Mr. Malatos also objects to the proposed 40B project on Neck Road and will submit his comments.

Mr. Kerrigan recognized Martha Moore, 131 Center Bridge Road. Ms. Moore is concerned about the 40B project on Neck Road, citing issues with size and traffic. She will submit her comments to the State.

Mr. Kerrigan recognized Anne Ogilvie, 4 Turner Lane. Ms. Ogilvie spoke about Mr. Allison's appointment to the Montachusett Regional Transit Authority (MART) Advisory Board, stating that attendance has been sparse, and she would like other representative(s) at MART meetings.

Mr. Kerrigan recognized Susan Munyon, 96 Grant Way. Ms. Munyon would like the Energy Committee to be "resurrected," stating that a recent letter of application had not been addressed. Secondly, she questioned the charge of the Government Study Committee, asking when this Committee's work will wrap up. Mr. Kerrigan stated that he will look into the Energy Committee, and that while the Government Study Committee had originally been tasked with completing their work by February, this deadline was missed and the committee continues to work without a new deadline established.

Mr. Kerrigan recognized Kendra Dickinson, 402 Oetman Way. Ms. Dickinson thanked town officials for good work at the recent Annual Town Meeting and Annual Election.

Ms. Turner congratulated Mr. Allison on his recent re-election, and thanked townspeople and Ms. Hodges for the recent Annual Town Meeting and Annual Election.

VI. TOWN ADMINISTRATOR REPORT

- **Recruitment Updates**

- Building Commissioner

Ms. Hodges explained that Building Inspector Brian Gingras' last day will be Friday; four candidates, all of whom are certified Building Commissioners, have been interviewed. Ms. Hodges explained the qualifications for a Building Commissioner rather than a local inspector, which should save the Town money in the long run; currently a licensed Commissioner needs to be paid to oversee the local inspector. In response to Ms. Turner's questions about the budget, Ms. Hodges explained that the position advertised falls within the budget.

- **Other Department or Town-Wide Updates**

- Community Center Grant, Environmental Resilience

Ms. Hodges reported that she applied for this grant, initially for \$5,000 in January, and it will allow for plantings and raised berms at the Community Center. An ADA pathway will be installed to the Community Garden, patio area, and parking. The planting will be done in the next week. Some donations for screened loam,

topsoil, and other items. The DPW will be doing the excavating, and currently town staff is watering the plants.

- Human Services, Digital Literacy Grant

Health Human Services Director Kelly Dolan received this grant in the amount of \$100,000 which will be used for software and devices to increase digital literacy for older adults. Additionally, some grant money will be used for infrastructure to install Apple or Samsung compliant applications so that homebound adults will be able to access services.

- Planning Department, OneStop for Community Development Master Planning Grant

This grant, through the Commonwealth of Massachusetts, will allow environmental and site assessments for the DCAMM property, which will start in the next two weeks. Another grant applied for (\$80,000) will assist with technical schematics for the Master Plan to make it more user friendly. A third grant applied for in the amount of \$60,000 will assist with signage for attractions within Lancaster.

Ms. Hodges explained that the rank-choice non-binding ballot for Town Meeting day preference could not be in the voting area, so it is available at the Community Center, the library, and the Town Clerk's office. Ms. Hodges will be putting it online, and the deadline has been extended to May 26 at 5:00pm.

VII. ADMINISTRATION, BUDGET, AND POLICY

1. Town Meeting & Annual Town Election

Mr. Kerrigan congratulated Mr. Allison on his re-election, as well as the other candidates. He expressed gratitude to all candidates who ran.

2. Reorganization of the Board (as needed)

All Board members agreed that they were satisfied with the current organization of the Board. Ms. Turner moved to ratify the Board's current structure; Mr. Allison seconded. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

3. Tax Fairness Committee

The Board was directed to establish this committee at Annual Town Meeting (ATM). It will have seven members, it will be ad hoc, and will exist until a final report is brought to the Select Board. Mr. Kerrigan reviewed the makeup of the membership. Ms. Hodges reviewed the charge of the committee as presented at the ATM. Mr. Allison asked how a committee could be formed with some rules that required certain attendance for members to remain on the committee; Ms. Hodges will draft a document to be attached to the

committee definition. Mr. Allison moved to include attendance language into the “letter of incorporation” of the committee; Ms. Turner seconded the motion. Ms. Turner stated that this should be applied to all boards and that discretion should be applied. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

Ms. Turner stated that this will take time to implement, so people should not expect immediate action. She also added that there is an asset test, and that many communities have removed this. Ms. Hodges explained that an asset test is a State requirement to use Circuit-Breaker funds. Ms. Turner questioned why the committee make-up did not include a member of the Select Board. Ms. Hodges cautioned that the committee’s final report would likely become a Select Board sponsored Town Meeting article.

Mr. Allison moved to approve the Tax Fairness Committee charge as presented May, 2023. Ms. Turner seconded the motion. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

Mr. Allison moved to approve the makeup of the Tax Fairness Committee as presented May, 2023. Ms. Turner seconded, stating that like the Select Board, a member of the Board of Assessors should not be part of the membership since they would be reviewing the actual application for abatements and could be in conflict if they had also designed policy; other members did not concur. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

Mr. Allison moved to approve the determination of process for letters of interest and appointment to the Tax Fairness Committee as documented May, 2023. Ms. Hodges asked the Board for a timeline; she can begin advertising tomorrow. The Board discussed making appointments at the second June meeting. Ms. Turner would like to interview the candidates for the four at-large positions. Mr. Allison would like to have a conversation with applicants but not to put them through a bona fide interview. Mr. Kerrigan would like to make the appointments at the same meeting that applications are reviewed. Because of the Juneteenth holiday, the date for the second June meeting is to be determined. Ms. Hodges will poll the Board members for availability.

4. Personnel Bylaw, Next Steps – Review/Accept Policies and Procedures (V1 provided in February)

Ms. Hodges explained that since the Bylaw was approved by the ATM, the next step is to create a personnel policy document that will fall under the Select Board, including everything related to employment in the Town. She sent this to the Board most recently in March, and since then hiring procedures have been added and sent to the Board. This can be added to later as issues arise.

Ms. Turner stated that the document created by Ms. Hodges is excellent and noted that many towns use a Personnel Board used as a citizens’ advisory committee to assist in developing policy. She would like to see this incorporated. Mr. Kerrigan would not like to

wait to implement the document and thought that the Personnel Board should be considered by the Government Study or Charter Committee. Ms. Turner would like this to be on an upcoming agenda; Mr. Kerrigan said that this could happen if there was something specific brought forth, rather than just a discussion. Mr. Allison disagreed with Ms. Turner's idea, stating that he would rather not "rehash the history of how we got to where we're at today," stating that he thinks the document is excellent and should move forward.

Mr. Allison moved to accept the Personnel Policies and Procedures as presented. Ms. Turner seconded. Ms. Hodges reminded the Board that this will be in effect June 1. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

5. Review High School Building Project Timeline

Ms. Hodges reviewed the timeline as it stands today.

- The Building Committee needs to recommend the Scope and Budget for the project to the MSBA (Massachusetts School Building Association) by mid-June.
- The School Committee would then have to vote to approve the Scope and Budget sometime around June 21.
- By mid-July the MSBA reviews the Scope and Budget with the District at several public meetings.
- The MSBA gives their approval by the end of August.
- The District must secure funding by 120 days after MSBA approval. This means that in this 120 days, each of the three towns would have to hold a Special Town Meeting (STM), a ballot vote, and have favorable action with a majority; all three towns would need favorable action.
- The School Committee must vote to incur debt by the end of June, and then notify the Select Board within seven (7) days of that vote. Once notified, the Select Board has sixty (60) days to call the vote (STM).
- The District has asked the towns if the Special Town Meeting could be held on the same day; Ms. Hodges reports that this is probably not possible.

If the STM is held mid-September and favorable action does not happen unanimously, the School Committee would vote to have another ballot vote in all three towns. This would then come back to the Select Board, and the Special Election would be held probably the first week in October. It is not determined if all three towns would have this Special Election on the same day. This second election would total all ballots in all three towns as though it were all one town with three different polling places; the District would pay for this second election if needed.

An outstanding question is whether or not old school building debt will go away or be done when new debt is incurred.

6. Review Approved Capital Projects

Ms. Hodges listed the mailing for the Disabilities Commission Emergency Preparedness book, another cruiser, cameras for the cameras that are cloud-based so that they can be accessed by Police Dispatch, restoration of records damaged by water in the old Town Hall, shade trees, \$250,000 for library windows, IT infrastructure, money set aside for the Master Plan, Building Department vehicle. The school needs \$161,000 for HVAC, \$225,000 for sprinkler and fire alarm maintenance, heating pump for new boilers, carpets in the office and library. \$50,000 was allocated for the study of a new public safety complex, but Ms. Hodges has discussed this with the Fire and Police chiefs, and recommends not funding this at this time, so that \$50,000 would remain available for capital expenses. This would leave \$1,130,750 in needs, with another \$300,000-\$400,000 in available funds; Ms. Hodges will come back to the Board to set additional priorities.

Ms. Turner stated that she has reviewed past meeting minutes and does not believe that the use of ARPA funds for capital projects was ever brought to a vote. She would like to put a hold on capital projects, less the ones that are committed, while reviewing recommendations made by the prior consultant and including the Finance Committee in recommendations. She would like to consider additional projects like the Old Town Hall as possible projects. Mr. Kerrigan opined that the Old Town Hall would take all available money, that this plan has been under discussion since August, and that an extensive meeting was held with the Finance Committee. He stated that the capital plan had been approved as part of the overall budget, and that we would recommend that the Board vote to endorse the plan as presented. Mr. Allison believes that the plan has already been accepted and prioritized. Discussion continued at length; no action was taken.

For a point of clarification, Town Administrator Hodges read into the minutes the voted taken on February 27, 2023 at the Select Board meeting with Finance Committee regarding the overall budget:

Mr. Allison moved to approve the Fiscal Year 2024 Town Budget as proposed. Mr. Trussell asked how soon this would be public information. Ms. Hodges stated that she needs to correct a few items and should have it available online by the end of the week. Ms. Turner seconded the motion. Ms. Turner verified with Ms. Hodges that the only staff addition in the budget would be a part-time budget analyst and that additional personnel shown for the Fire Department have been removed from the budget. Vote taken; Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye; Motion passed. [3-0-0]

Ms. Vasquez moved to approve the Fiscal Year 2024 Town Budget as proposed. Ms. Kerrigan seconded. Ms. Smiley stated that she would like to have an amended budget. Vote taken; Richard Trussell, Aye; Emily Kerrigan, Aye; Michelle Vasquez, Aye; Jocelyn Mylott, Aye; Susan Smiley, Aye. Motion passed. [5-0-0]

Ms. Hodges explained that the Town Budget as proposed did included the Capital Budget as well as the Operating Budget.

7. 40B Application, MassHousing, 13 Neck Road

The Select Board has received a letter regarding an application for a 40B development on Neck Road; information is on the town website (under Community Development and Planning). The Board will collect feedback to be aggregated and submitted to the state. Ms. Hodges advised residents that when submitting feedback that they should indicate whether or not they would like their name and/or email submitted with their feedback. Feedback is requested by June 5 at 5:00pm. Feedback can be sent to Jasmin Farinacci, Director of Community Development and Planning. Ms. Hodges advised that the Select Board could submit comments either individually or collectively. Mr. Allison spoke about Affordable Housing requirements in Massachusetts, noting that an answer cannot just be “no,” but should have an alternative suggestion.

Mr. Kerrigan recognized Martha Schmidt, 115 Harvard Road (also owns house at 13 Neck Road), who is concerned about eleven units on a small lot, and with noise, traffic, sewer, and other issues. Mr. Kerrigan encouraged her to submit comments by June 5.

VIII. APPOINTMENTS AND RESIGNATIONS

Ms. Turner moved to accept, with regret, the resignation of Thomas Christopher from the Conservation Commission, effective May 31, 2023. Mr. Allison seconded. *Vote taken; Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye; Motion passed. [3-0-0]*

Mr. Allison moved to accept the following Annual Appointments, Term to expire June 30, 2024:

- ADA Coordinator – Kelly Dolan
- Chief Procurement Officer – Kate Hodges
- Animal Control Officer – Phyllis Tower
- Animal Inspector (Barn Brook) – Phyllis Tower
- Keeper of the Lock Up – Police Chief Everett Moody
- MART Advisory Board Designee – Kelly Dolan
- Measurer of Wood & Bark – Ronald W. Valinski
- Sealer of Weights & Measures – Ronald W. Valinski
- Town Counsel & Labor Counsel – Miyares and Harrington, LLP

Ms. Turner offered a second to the motion. *Vote taken; Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye; Motion passed. [3-0-0]*

Mr. Allison moved to accept the following Re-Appointments, Term to expire June 30, 2026:

- Agricultural Commission – Peter Jakubowicz
- Affordable Housing Trust – Victoria Petracca, Carolyn Read, Jason Allison (Mr. Allison’s term to expire May 11, 2026)
- Animal Control Commission – Adrienne Gadoua, Christine Burke
- Board of Assessors – Deb Sanders

- Board of Appeals – Matthew Mayo
- Board of Registrars – Elizabeth Cahill
- Collector Treasurer – Mary Frost
- Commission on Disability – Michael McCue, Eugene Brazeau
- Conservation Commission – Thomas Seidenberg
- Council on Aging – Nichole Jimino Kanis, Jay M. Moody
- Historical Commission – Heather Lennon, Amy Brown
- Memorial School Re-Use Committee – Sherry Cutler, Carolyn Read
- Recreation Committee – Kimberly Shah, Thomas Wood

Ms. Turner seconded the motion, and offered an amendment deleting Deb Sanders from the list, stating that Ms. Sanders should not be eligible for appointment because she is not a Lancaster resident. Discussion ensued, with Mr. Kerrigan and Ms. Hodges stating that Town Bylaws do not require town residency for appointment; Ms. Turner would like to discuss this as part of a future agenda. No second was heard, so no vote was held on Ms. Turner's proposed amendment. Mr. Kerrigan noted that while David Stadtherr is listed on the agenda, he does not wish to be re-appointed. *Vote taken on the original motion; Alexandra W. Turner, No; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye; Motion passed. [2-1-0]*

IX. LICENSES & PERMITS

Rental Application for Lancaster Town Green

Applicant: Thayer Memorial Library – Rachel Rosengard

Date(s): August 12, 19 and 26, 2023 Time: 10:30 – 11:30 am

Program: "Animal August on the Town Green"

Ms. Turner moved to approve the application detailed above; Mr. Allison seconded the motion.

Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]

Special (One Day) Liquor License for Wine & Malt

Applicant: Sterling Street Brewery

Event: FC Stars Event

Location: FC Stars Complex, 70 McGovern Boulevard

Dated & Time: Friday, May 26, 2023, from 4pm-8pm

Ms. Turner moved to approve the application detailed above; Mr. Allison seconded the motion.

Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]

Application for License for Theatrical Exhibitions, Public Shows, Public Amusements and Exhibitions of Every Descriptions held on Weekdays.

Profound Market at Lancaster Fairgrounds, 318 Seven Bridge Road to be held on Saturday, June 10, 2023, from 8:30am- 5:00pm.

Ms. Turner moved to approve the application detailed above; Mr. Allison seconded the motion.

Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]

Application for License for Town Licenses Dancing, Sports, Games, Fairs, Expositions, Plays or Entertainment of Public Diversion on Sunday

Profound Market at Lancaster Fairgrounds, 318 Seven Bridge Road to be held on Sunday, June 11, 2023, from 10:00am-5:00pm.

Ms. Turner moved to approve the application detailed above; Mr. Allison seconded the motion. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

Special (One Day) Liquor License

Application for the Bolton Fair, Inc., 318 Seven Bridge Road, for the Event Profound Market from June 10, 2023 (8:30am-5:00pm)– June 11, 2023 (10:00am- 5:00pm) (Delivery Date June 9, 2023) for All Alcohol – Non-Profit

Ms. Turner moved to approve the application detailed above; Mr. Allison seconded the motion. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

Application for License for Theatrical Exhibitions, Public Shows, Public Amusements and Exhibitions of Every Descriptions held on Weekdays.

For Nashoba Rock & Brew (Carr Foundation Fundraiser) at the Lancaster Fairgrounds, 318 Seven Bridge Road on June 17, 2023, from 2pm-6pm

Ms. Turner moved to approve the application detailed above; Mr. Allison seconded the motion. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

Special (One Day) Liquor License for All Alcohol

For Nashoba Rock & Brew (Carr Foundation Fundraiser) to be held at the Lancaster Fairgrounds, 318 Seven Bridge Road, on June 17, 2023, from 2pm-6pm.

Ms. Turner moved to approve the application detailed above; Mr. Allison seconded the motion. *Vote taken, Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

X. NEW BUSINESS

Mr. Allison moved that all requests for town staff time or resources be funneled through the Select Board Chair. Ms. Turner seconded. Mr. Allison explained that this would create better efficiencies. Ms. Turner stated that the members are all equally elected and should have equal access. Mr. Kerrigan thought that this was already policy; Mr. Allison and Ms. Turner said that the current policy applied to the use of Town Counsel. Ms. Turner moved to approve the application detailed above; Mr. Allison seconded the motion. *Vote taken, Alexandra W. Turner, No; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [2-1-0]*

Ms. Turner brought up revenue enhancements and would like to look at fee schedules such as fees for vendors at certain events, as well as liquor licenses and some others. It was verified that liquor license fees were recently changed. Mr. Kerrigan encouraged Ms. Turner to prepare a list that

could be addressed at an upcoming meeting. She would also like to address fees for earth product removal.

XI. COMMUNICATIONS

- Town Offices will be closed on Monday, May 29, 2023, in observance of Memorial Day
- Select Board's next Regular Meeting will be held on Monday, June 5, 2023, at 6:00pm

XII. ONGOING PROJECTS & OLD BUSINESS - NONE
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XIII. ADJOURNMENT

Mr. Allison moved to adjourn the meeting of the Select Board. Ms. Turner seconded the motion.
Vote taken; Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye; Motion passed. [3-0-0]

Respectfully submitted,

Kathleen Rocco
Executive Assistant

Alexandra W. Turner, Clerk

III. SCHEDULED APPEARANCES & PUBLIC HEARINGS

IV. BOARDS, COMMITTEES & DEPARTMENT REPORTS

V. PUBLIC COMMENTS

VI. TOWN ADMINISTRATOR REPORT



601 River Street
Fitchburg, MA 01420
978-345-7040
www.mocinc.org
www.makingopportunitycount.org

Welcome to the FY 2023 Low Income Household Water Assistance Program (LIHWAP).

For new vendors, a vendor agreement with related Information Memoranda (IMs) is enclosed. Please sign and return a copy of the agreement to us. If your agency signed an agreement in FY 2022, your agency does not need to sign a new vendor agreement; please review the IMs enclosed.

This program year, in addition to the arrearage benefit, all active accounts for eligible LIHWAP customers will receive a benefit up to \$450. No account arrearage is required to receive this rate-reduction benefit and it is not dependent upon the usage. All payments are made directly to your agency. No payments are made to the customers.

The LIHWAP vendor portal may be accessed through the following link:
<https://vendorportalfront.communitysoftwaregroup.com/>

If you have a question, contact LIHEAP Director Norma Alvarez at (978) 878-3023 or at nalvarez@mocinc.org

Regards,

Norma Alvarez
LIHEAP Program Director

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

FY2022 VENDOR INFORMATION SHEET FOR WATER/SEWER PROVIDERS

Provider name: _____
Street address: _____
City/State/Zip: _____
Contact person(s): _____
Title(s): _____
Telephone number(s): _____
Contact email address(es): _____
EIN number: _____

1) Type of service delivered. Please check one that applies:

☐ Water ☐ Sewer ☐ Combined Water and Sewer

2) List the cities/towns that your department serves.

3) Does the company offer a discount rate for any groups? ☐ Yes ☐ No

If yes, please name the groups and the discount rate offered to each group.

4) Describe any services that are offered to low-income customers (e.g., budget or billing plans).

If you have any questions in completing this sheet, please contact _____ and (_____) _____.



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Maura T. Healey, Governor ♦ Kimberley Driscoll, Lieutenant Governor ♦ Jennifer D. Maddox, Undersecretary

**LIHWAP Information Memorandum
IM 2023-01**

To: LIHWAP Executive and Program Directors
FROM: Edward Kiely, Community Services Unit Manager
SUBJECT: Updates to the Massachusetts LIHWAP
DATE: February 9, 2023

The Department of Housing and Community Development (DHCD) is issuing this Information Memorandum (IM) to provide Low Income Household Water Assistance Program (LIHWAP) related updates to the LIHWAP local administrating agencies (LAAs).

BACKGROUND

After a public comment period, a revised LIHWAP Model State Plan was submitted by DHCD to the US Health and Human Services, Office of Community Services (OCS) in November 2022. The amended plan was subsequently approved by OCS on January 19, 2023.

UPDATE

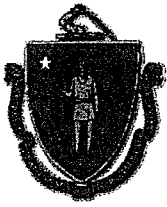
The key change to the Model State Plan is the issuance of a flat benefit of up to \$450 to LIHWAP eligible households directly billed for water and wastewater service whether they have an arrearage or are current on their bill. This is in effort to reduce the rate of their services.

Households that are disconnected for being in arrears or are in arrears and at risk for termination with drinking water and wastewater utilities will continue to be a priority. The maximum arrearage benefit is currently \$1,500 for these households with past due bill(s). Those eligible households with active water and/or wastewater accounts may also be eligible for an additional flat benefit up to \$450 to reduce the rate of service(s). Payments are subject to availability of funds.

CONCLUSION

From time to time, DHCD will continue to offer guidance to the LAAs on the program documents when the need arises. **Please share this IM with all appropriate personnel within your agency as well as with your water/wastewater vendors.** If you have any questions regarding this communication, please contact Edward.Kiely@mass.gov.

We appreciate your continued commitment to the program.



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Maura T. Healey, Governor ♦ Kimberley Driscoll, Lieutenant Governor ♦ Jennifer D. Maddox, Undersecretary

**LIHWAP Information Memorandum
IM 2023-02**

To: LIHWAP Executive and Program Directors
FROM: Edward Kiely, Community Services Unit Manager
SUBJECT: LIHWAP Vendor Contract Clarifications
DATE: February 9, 2023

With the recent approval of the revised LIHWAP Model State Plan, the Department of Housing and Community Development (DHCD) drafted the following Informational Memorandum (IM) regarding the Federal Fiscal Year 2022 Low Income Household Water Assistance Program (LIHWAP) Vendor Contract (the Vendor Contract).

BACKGROUND

DHCD is issuing this Information Memorandum (IM) to provide guidance and clarification related to the LIHWAP Vendor Contracts. This IM acts as a supplement to the Vendor Contracts. To the extent that the provisions of the Vendor Contracts explicitly noted herein conflict with this IM, this IM supersedes the below noted provisions of the Vendor Contracts. The Vendor Contracts shall otherwise remain in full force and effect.

UPDATE

The following clarifications are offered regarding certain provisions of the Vendor Contract to reflect amendments made to the LIHWAP Model State Plan:

- **Section 8, B.** of the Vendor Contract, contains the following sentence:

"The Vendor shall submit final billing by June 15th of the Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than October 31, 2022;"

DHCD is updating the previous clarification issued in the IM 2022-01 clarifying that "2022" in this sentence shall be replaced with "2023" so the sentence shall now read "The Vendor shall submit final billing by ~~June 15th~~ September 1st of the Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than October 31, ~~2022~~ 2023." Please note the blue "~~June 15th~~" and "September 1st" in this sentence was updated in the July 2022 IM.

- **Section 8, M.** After one year, any credit balances must be refunded to the Agency, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year;
This section remains struck from the vendor agreement.

The IM 2022-01 issued on July 13, 2022, titled *Clarifications regarding the LIHEAP Vendor Contracts*, remains in effect (see attached). Where items in IM 2022-01 conflict with items in this IM (2023-01), IM 2023-01 supersedes both IM 2022-01 as well as the original Vendor Contract. All other items in the original Vendor Contract shall otherwise remain in full force and effect.

As part of its monitoring practices, DHCD reviews the signed Vendor Contracts and may monitor for adherence to these requirements.

CONCLUSION

From time to time, DHCD will continue to offer guidance to the local administrating agencies (LAAs) on the program documents when the need arises.

Please share this IM with all appropriate personnel within your agency as well as with your water/wastewater vendors. If you have any questions regarding this communication, please contact Edward.Kiely@mass.gov.

We appreciate your continued commitment to the program.

Fiscal Year 2022
Low Income Household Water Assistance Program (LIHWAP)
Income Eligibility and Benefit Levels

Number of People in a Household	Up to 125% of Federal Poverty Level	Maximum of 60% of Estimated State Median Income
1	\$ 16,988	\$ 42,411
2	\$ 22,888	\$ 55,461
3	\$ 28,788	\$ 68,511
4	\$ 34,688	\$ 81,561
5	\$ 40,588	\$ 94,610
6	\$ 46,488	\$ 107,660
7	\$ 52,388	\$ 110,107
8	\$ 58,288	\$ 112,554
9	\$ 64,188	\$ 115,001
10	\$ 70,088	\$ 117,448
11	\$ 75,988	\$ 119,895
12	\$ 81,888	\$ 122,342
13	\$ 87,788	\$ 124,788
14	\$ 93,688	\$ 127,235
15	\$ 99,588	\$ 129,682
16	\$ 105,488	\$ 132,129
17	\$ 111,388	\$ 134,576
LIHWAP Arrearage Benefit	\$1,500	\$1,450
LIHWAP Rate-Reduction Benefit	\$450	\$450
High Water Arrearage Supplement	\$50 per service. \$100 combined	\$50 per service. \$100 combined
High Water Arrearage Supplement (HIWAS) Thresholds		
Water - \$654 Sewer - \$1,061 Combined Water & Sewer - \$1,715		

Note: Contact DHCD to determine eligibility for a household of 18 and above.

Sources (Income Level):

"Annual Update of the HHS Poverty Guidelines, *Federal Register* 86 No. 19 (1 Feb 2021): 7732-7734 and "State Median Income Estimates", USHHS, OCS, DEA, *LIHEAP-IM-2021-03*

The **Benefit Amount** awarded to eligible households is based on several household factors reflected on this chart. Those include the number of people in a household, their gross income, the energy source, and the housing situation.

The **High Water-Arrearage Supplement** is an additional benefit provided only to qualifying, eligible LIHWAP households whose current water arrearage the above listed HIWAS thresholds.

January 23, 2023



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www.mocinc.org

www.makingopportunitycount.org

Grantee: Commonwealth of Massachusetts

Federal Fiscal Year 2022 LIHWAP Vendor Contract

**CONTRACT FOR SERVICES
BETWEEN MAKING OPPORTUNITY COUNT (MOC)**

AND
Lancaster

This Vendor Contract ("Vendor Contract") is a contract signed between Making Opportunity Count (MOC) (the "Agency"), and Town of Lancaster (the "Vendor") a private or public entity in the business of supplying water and/or wastewater related services to customers, for the provision of payments for water and/or wastewater services to assist low-income households with water and wastewater reconnection and ongoing services. This Vendor Contract shall govern the purchase of such water services by the Agency from the Vendor on behalf of households eligible for the Low Income Household Water Assistance Program ("LIHWAP" or the "Program").

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows.

1. COMPLIANCE WITH LAWS:

The Vendor and Agency acknowledge that this Vendor Contract and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations and the federal Office of Community Services (OCS) supplemental terms and conditions: <https://www.acf.hhs.gov/sites/default/files/documents/LIHWAP%20Terms%20and%20Conditions%20for%20States.pdf>. The Vendor and Agency shall comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP, follow all supplemental terms and conditions as set forth by OCS, the Massachusetts LIHWAP State Plan and any amendments thereto, the DHCD "LIHWAP Administrative Guidance for Program Operators," and any other written guidance that may be issued by OCS or DHCD. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP. Such notice may be distributed by email to the Vendor's identified contact in Section 4 of this Vendor Contract. The Vendor's obligations hereunder are subject to any overriding policy or directive of the MA Department of Public Utilities (DPU) or OCS.

As set by Term 11 in the OCS LIHWAP supplemental terms and conditions, federal LIHWAP funds shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or prevention of disconnection of services, and rate reduction to eligible households for such services.

2. TERM OF AGREEMENT:

Required Attachments: LIHWAP Vendor Information Sheet

Please note. Alterations to, additional terms, and addenda to the LIHWAP Vendor Contract are prohibited.

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Unless amended, this Vendor Contract shall be in effect from the date the completed, signed, and dated contract is received by the Agency and will remain in effect until October 31, 2022. The Vendor Contract shall not bind, nor purport to bind, the Agency for any commitment in excess of the original term of the contract.

3. AMENDMENTS:

Any and all amendments to this Vendor Contract shall be in writing and agreed upon by all parties and shall require the prior written approval of DHCD. No written amendment will extend the term of the Vendor Contract beyond the dates stated in Article 2.

4. VENDOR CONTACT PERSON:

The Vendor shall notify the Agency within 7 business days if the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes. The Vendor shall provide at least one designated contact person at the level of supervisor or higher who shall be available to the Agency by telephone and electronic mail for purposes of responding to all reasonable inquiries from the Agency regarding the requirements of, and performance pursuant to, this Vendor Contract, including but not limited to bills, payments, and services. The designated person(s) shall be authorized to make payment agreements, stop terminations, and order the restoration of terminated service.

The Vendor's designated contact person for handling LIHWAP questions and resolving LIHWAP issues:

Contact Name: Kelly Dolan

Title: Director of Health & Human Services

Telephone Number: 978-365-3326 x1055

E-mail Address: kdolan@lancasterma.gov

5. DISCRIMINATION:

With reference to each of its LIHWAP customers determined by the Agency as being eligible under LIHWAP (Eligible Customer), the Vendor shall not discriminate against its LIHWAP customers, with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers. Further, the Vendor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by federal or state law relating to discrimination.

6. CONFLICT OF INTEREST:

The Agency reserves the right to evaluate whether there is a conflict of interest that will preclude the Vendor from providing LIHWAP services to a designated locality(s). ("Conflict of interest" is defined as a situation that

Required Attachments: LIHWAP Vendor Information Sheet

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has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.) In the event that there is a conflict of interest, the parties shall contact DHCD for more guidance.

7. LIHWAP HOUSEHOLD ELIGIBILITY DETERMINATIONS:

Those households currently eligible to potentially receive a LIHWAP payment should be uploaded by the Agency to the LIHWAP portal weekly, or as may be otherwise required by the DHCD "LIHWAP Administrative Guidance for Program Operators."

8. PAYMENTS:

The Vendor shall, with reference to each of its LIHWAP customers determined by the Agency as being eligible under the Program:

- A. Invoice the LIHWAP customer in accordance with the Vendor's established billing practice;
- B. The Vendor shall input the data requested within the program portal by the 15th of the month or the last day of the month. Refer to section 9 of this agreement if there are multiple water/sewer vendors servicing a household. The Vendor shall submit final billing by June 15th of the Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than October 31, 2022;
- C. Charge the LIHWAP customer after application of payments received for the LIHWAP customer's account from the Agency not more than the outstanding balance;
- D. The Agency shall send payment of the invoice to the Vendor within 30 days of receipt, unless the Agency has not received sufficient funds from DHCD to make the payment, in which event payment shall be sent when the Agency receives sufficient funds from DHCD. The Agency may request additional documentation and/or clarification of charges as needed. No payment may be made without all required documentation/clarification of charges. In the event of a disputable invoice, the Agency reserves the right to withhold payment until the matter is resolved;
- E. Immediately upon commitment of payment from the Agency on behalf of a LIHWAP household, the Vendor shall restore water and/or wastewater services or continue water and/or wastewater services to the eligible and approved residential household. The Vendor shall maintain said services for at least one billing cycle upon payment or commitment, whichever is first;
- F. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households, as determined by the approved rate setting process;
- G. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds, or paid with other third-party funds;

Required Attachments: LIHWAP Vendor Information Sheet

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Federal Fiscal Year 2022 LIHWAP Vendor Contract

- H. Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts;
- I. When possible, clearly enter, on LIHWAP households' bill, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from the LIHWAP;
- J. Provide a statement to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided;
- K. Continually maintain accurate records of any LIHWAP credit balances and annually reconcile accounts;
- L. In the event there is a balance of LIHWAP funds remaining on an account AND the account becomes inactive, AND the Vendor is unable to locate the LIHWAP household, the balance of the funds is to be returned, by check, to the Agency in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year;
- M. After one year, any credit balances must be refunded to the Agency, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year;
- N. The Vendor is required to regularly review payment records for accuracy of LIHWAP payments. In the event a payment is made in error, the Vendor shall immediately contact Agency; and
- O. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

9. SECOND VENDOR:

- A. In the event that there is a second Vendor, that Vendor would have to post their information by the next posting end date or the first Vendor may receive the full benefit, pursuant to the DHCD "LIHWAP Administrative Guidance for Program Operators." The posting dates are the 15th and the last day of the month. If the first Vendor posts before the 15th, the second Vendor must post their information by the end of the month to ensure they are paid. Or, if the first Vendor posts before the end of the month, the second Vendor must post their information by the 15th of the next month to ensure they are paid.
- B. Up to the full benefit may be paid to a Vendor if that Vendor provides both water and wastewater services and the service is terminated or in arrears.
- C. If water service is provided by one Vendor and wastewater service is provided by another, and only one of the two services is in arrears, a payment up to the full benefit may be made to the Vendor who the household has an arrearage with.
- D. If water service is provided by one Vendor and wastewater service is provided by another, and both services are in arrears and each arrearage exceeds half the benefit, half the benefit is paid to each vendor. However, if the arrearage of one bill is less than half the benefit and the other arrearage exceeds half the benefit, then the benefit left after paying the arrearage that does not exceed half the benefit will be paid toward the arrearage that exceeds half the benefit.

10. VENDOR PORTAL AND ELECTRONIC NOTIFICATIONS:

Required Attachments: LIHWAP Vendor Information Sheet

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Unless waived for good cause by the Agency as approved by DHCD, the Vendor agrees to participate in the DHCD authorized, statewide automated electronic notification, and billing and payment processing format and the DHCD authorized electronic Vendor portal.

11. CONFIDENTIALITY:

Pursuant to M.G.L. c. 66A, M.G.L. c. 93H, M.G.L. c.93I, 201 CMR 17.00, and applicable state and federal laws, as holders of personal data the Vendor and the Agency agree to keep confidential and to safeguard the protection of any information and data obtained as to LIHWAP households, wherever obtained, and including data inadvertently provided during and following the term of this Vendor Contract. The Vendor is required to take all necessary steps to ensure the confidentiality and security of the personal information of LIHWAP households, with special attention to restricting access to, use of, and copying and disbursement of said personal information. The Vendor and Agency agree to not release any private LIHWAP data to any third party without written authorization from the subject of the data, or as required by federal or state law.

The Vendor shall not disclose to any individual or entity the LIHWAP household's participation in the program or personal data, except as authorized in writing by the LIHWAP household or the Agency for authorized LIHWAP purposes.

The Vendor will only use the personal information received from the Agency relating to LIHWAP households for the purposes of compliance with this Vendor Contract, and shall have no rights in or to the information other than the limited, revocable, and non-transferable right to use such information solely as required for the Vendor to meet its obligations under this Vendor Contract. The Vendor shall immediately notify the Agency of any breach or suspected breach in the security of such information, and will cooperate with the Agency and DHCD and will provide access to any information necessary to respond thereto. The Vendor shall allow the Agency to participate in the investigation of incidents.

12. CORRECTIVE ACTION:

If violations of this Vendor Contract are discovered, the Vendor shall take corrective action, as required by the Agency, and in the timeframe specified by the Agency. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance. The Vendor understands that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

13. TERMINATION OF AGREEMENT:

Required Attachments: LIHWAP Vendor Information Sheet

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Either the Agency or the Vendor may terminate this Vendor Contract with or without cause and without cost by giving the other party at least 60 calendar days written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit. In the event that the Agency determines that the Vendor is not in compliance with the terms of this Vendor Contract, this contract will terminate effective immediately and the Agency shall immediately cease making any further payments under LIHWAP to the Vendor. The Vendor will be notified in writing within 15 calendar days of the termination.

14. DATA COLLECTION AND REPORTING:

The Vendor agrees to provide, at no cost to the Agency or the LIHWAP household, the data requested below by or on behalf of the Agency, as set forth in the supplemental terms and conditions:

<https://www.acf.hhs.gov/sites/default/files/documents/LIHWAP%20Terms%20and%20Conditions%20for%20States.pdf>. The data must be provided within a timeframe specified by the Agency and in the format requested by the Agency, for verification, research, evaluation, analysis, and reporting. The household's signed LIHWAP application authorizes the Vendor to release this information to the Agency.

The Vendor shall provide the following information:

1. The type of water service used by a LIHWAP household, i.e., drinking water, wastewater etc.; and
2. Confirmation of whether a LIHWAP household account is active, and if so, is it for non-payment; if the account is in arrears and, if so, what is the arrearage; whether a dollar usage threshold tied to the type of usage is exceeded; and to notify the Agency if the account number or account holder provided does not agree with their record.

The Vendor agrees to allow representatives of the Agency and the Commonwealth (including, but not limited to DHCD) upon reasonable notice, access to all of its books and records pertaining to the Vendor's accounts with LIHWAP households for the purpose of monitoring the Vendor's compliance with LIHWAP requirements and with this Vendor Contract.

15. MONITORING AND REVIEW:

DHCD reserves the right to monitor compliance with this Vendor Contract. The Vendor shall cooperate with any Federal, State, or local investigation, audit, monitoring, or program review; including but not limited to providing requested documentation within set timeframes, as well as communicating with DHCD's and the Agency's staff. The Vendor shall allow Agency representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement. The Vendor understands that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate

Required Attachments: LIHWAP Vendor Information Sheet

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disqualification from participation in the LIHWAP. The Agency shall promptly report any problems regarding this Vendor Contract to DHCD. Both the Vendor and the Agency agree to meet with designated DHCD staff as requested to review any recommendations, accomplishments, unmet needs and lessons learned as specified in the supplemental terms and conditions.

16. NON-FRAUD OVERPAYMENTS:

For overpayments received by the Vendor that are not the result of intent to defraud, the Vendor shall be required to repay the full amount to the Agency.

17. FRAUD:

The Vendor may be permanently disqualified from participating in the LIHWAP upon a finding of fraud. Fraud includes, but is not limited to, intentionally providing false information to the Agency or knowingly allowing others to do so; intentional failure to notify the Agency of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

18. AUTHORITIES:

Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.

19. SUBCONTRACTS:

The Agency reserves the right to require the Vendor to obtain written permission to subcontract any portion of the work. If requested by the Agency, the Vendor shall furnish the Agency the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Vendor Contract.

20. FORUM FOR DISPUTES:

In the event of any dispute between the Agency and the Vendor, the venue for any legal action arising out of the contract shall be Massachusetts.

Required Attachments: LIHWAP Vendor Information Sheet

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21. HOLD HARMLESS:

The Vendor shall hold DHCD and the Agency harmless and indemnify DHCD and the Agency, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, and other legal costs, for personal injury or damage to property arising from the acts or omissions of the Vendor, or its agents, office, employees or subcontractors. Notwithstanding anything else herein to the contrary, in no event will either party be liable to the other for any incidental, indirect, special, consequential or punitive damages or lost profits. This clause is not an attempt to waive the statutory liability limits afforded to the Agency pursuant to Massachusetts General Laws Chapter 258. This indemnity requirement shall survive the termination of this Contract.

22. BINDING ON HEIRS AND ASSIGNS:

This contract shall be binding upon and inure to the benefit of the respective successors and assign of each party, but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this contract.

23. SEVERABILITY:

If any provision of this Vendor Contract or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this contract, which shall be given effect without regard to the invalid provision or application.

The persons executing this contract on behalf of a party represent and warrant to the other party that they have been duly authorized by such party to so execute the contract.

By typing my name in the provided field, I indicate that I am the person named, and this entry is the legal equivalent of my manual/handwritten signature for all purposes. I further understand that I may print the document and sign by hand.

AGENCY: _____
Signature

Vendor: Kate Hodges
Signature

Name: _____

Name: Kate Hodges

Title _____

Title: Town Administrator

Required Attachments: LIHWAP Vendor Information Sheet

Please note. Alterations to, additional terms, and addenda to the LIHWAP Vendor Contract are prohibited.

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Date: _____

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Date: 05/30/2023

Required Attachments: LIHWAP Vendor Information Sheet

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Low Income Household Water Assistance Program (LIHWAP)

What: The LIHWAP helps eligible households pay water and sewer bills to restore or maintain access to drinking water and wastewater services and is funded through two federal appropriations.

It is administered in the Commonwealth by the Department of Housing and Community Development (DHCD). Local service delivery is provided by 20 local administrating agencies (LAAs) that also administer the Low Income Home Energy Assistance Program (LIHEAP).

It is intended to restore service, pay toward arrearages of water and wastewater services, and assist in the reduction of the cutomers' rates in the federal fiscal year 2023 (October 1, 2022, through September 30, 2023).

Who: This program will serve income eligible customers who are directly billed for their service(s). Though the program name includes *low income*, the income guidelines are broad, serving households who would not generally be considered low income. For example, a household of four can have an annualized gross income of up to \$81,561. The annualization of a household's income is almost always based on four weeks of a household's income. Refer to the attached income-eligibility-and-benefit-levels chart¹ for an overview of potential benefits and income limits by household size.

How: One application serves as the application for both LIHEAP and LIHWAP programs. Households can apply online² or via appointment.

Where: Applications are taken by 20 local administrating agencies³ (LAAs) that cover the entirety of Massachusetts.

Vendor Notification and Billing: Initially, each vendor will be required to sign a vendor agreement and complete a vendor information sheet, returning both to the LAA in order for their customers to be paid.

Eligible customer information will regularly upload to a vendor-specific online portal when a direct-billed water and/or wastewater service customer is determined to be LIHWAP eligible and has provided their vendor information. The vendor will be notified of the initial upload. The vendor will then need to enter whether the account is active; if inactive, is it the result of non-payment; whether the account is in arrears; and, if yes, what is the amount in arrears; and and what are the services provided. Initially, only those accounts that are marked as in arrears will be paid. Any account holder/account number/service address mismatch will need to be corrected in order for a payment to be made.

Once the data is entered by the vendor, the LAA will send payment to the vendor within 30 days.

1. <https://www.mass.gov/doc/lihwap-income-eligibility-benefit-chart-1232023/download>
2. <https://toapply.org/MassLIHEAP>
3. <https://hedfuel.azurewebsites.net>

MASSACHUSETTS RENEWABLE ENERGY REQUIREMENT

By law, all electric supply products are required to include a mandatory minimum percentage of clean/renewable energy resources. For example, products sold in 2023 must include a minimum of 59% clean energy resources that are located within the New England region. The total MA Renewable Energy Requirement "MA REQ" consists of several different state initiatives, each with different objectives and different resource types that qualify. Currently, the MA REQ equals the sum of the Clean Energy Standard (inclusive of RPS Class I), the Clean Energy Standard for existing resources (CES-E), and RPS Class II. The table below provides a detailed breakdown of the different categories and the minimum requirements of each category through 2026.

(% of electricity sales)

Year	Clean Energy Standard (CES) [1]				Other Mandates (Excluded)**		
	RPS Class I [2]	"Clean Generation"	"Clean Existing Generation"	CES-E	APS [4]	CES [5]	
		Other "Clean Generation"	Total CES		RPS Class II [3]	RPS Class II Waste Energy [3]	MA Renewable Energy Requirement*
2020	16%	4%	20%		3.2%	3.5%	26.7%
2021	18%	4%	22%	20%	3.6%	3.7%	49.3%
2022	20%	4%	24%	20%	3.6%	3.7%	51.3%
2023	22%	4%	26%	26%	3.5%	3.7%	59.2%
2024	24%	4%	28%	27%	3.6%	3.7%	62.3%
2025	27%	3%	30%	26%	3.5%	3.7%	63.2%
2026	30%	6%	36%	26%	3.5%	3.5%	69.0%

* MA Renewable Energy Requirement ("MA REQ") = (CES) + (CES-E) + (RPS Class II) + (RPS Class II Waste Energy)

** The state Department of Public Utilities excludes APS and CPES from its definition of "MA Renewable Energy Requirement"

Values in red italics are estimates

Code of Massachusetts Regulations (CMR):

- [1] Clean Energy Standard ("CES") - 310 CMR 7.75
- [2] Renewable Energy Portfolio Standard - RPS Class I - 225 CMR 14.00
- [3] Renewable Energy Portfolio Standard - RPS Class II - 225 CMR 15.00
- [4] Alternative Energy Portfolio Standard ("APS") - 225 CMR 16.00
- [5] Clean Peak Energy Portfolio Standard ("CPES") - 225 CMR 21.00

Current, predominant resource types by category:

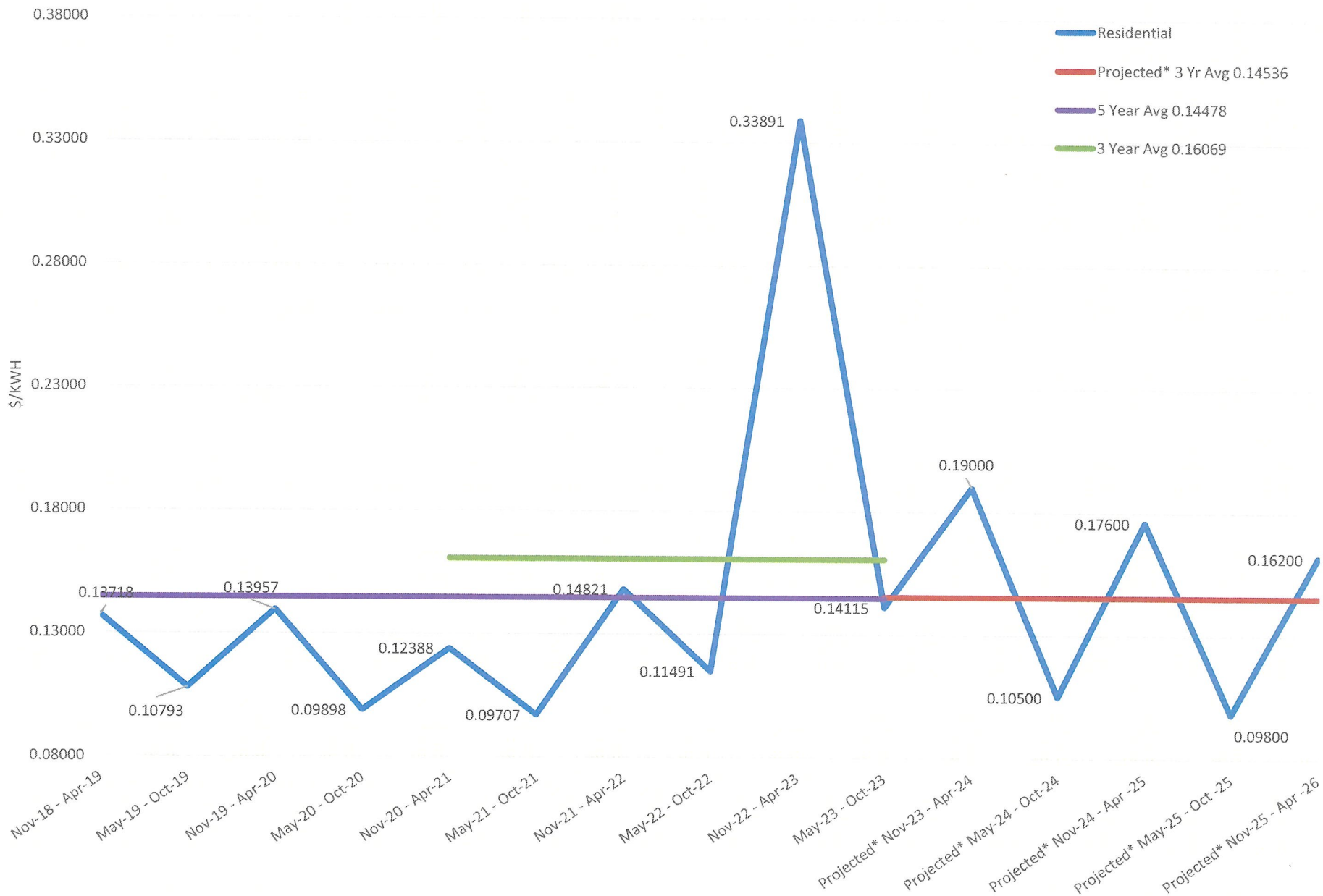
Category	Resource Types
RPS Class I	wind, solar, landfill gas
CES Clean Generation	wind, solar, landfill gas
CES-E	nuclear and large hydro
RPS Class II	hydroelectric, landfill gas
RPS Class II Waste Energy	trash burning facilities

Many Community Choice Power Supply Programs offer products that exceed the MA Requirement. Where such products are offered, the product description on the Program's website page will display the percentage and the type (e.g., RPS Class I, National Wind, etc.) of "voluntary" renewable energy resources acquired over and above the MA Requirement.



National Grid Residential Basic Service

as of 3/16/2023



*Per Colonial Power Group

VII. ADMINISTRATION, BUDGET AND POLICY

#1

#2

#3



Town of Lancaster

695 Main Street, Suite 4
Lancaster, MA 01523
Telephone: 978-365-3326 ext. 1310
Fax: 978-368-4009

*Community
Development and
Planning*

March 27, 2023

Kate Hodges
Town Administrator
701 Main Street
Lancaster, MA 01523

RE: WPA Form 1- Request for Determination of Applicability Thayer Field

Dear Administrator Hodges,

The Town of Lancaster Conservation Commission requests town involvement with a proposed invasive species eradication plan along the borders of Thayer Field. The plan involves spraying and mechanical cutting of several invasive plant species growing on land owned and managed by the Town of Lancaster.

The project shall be funded by the Conservation Wetland Fund (account number 29-179-5700-29002-0000). We request that a representative of the town sign off on the project and be present during any public hearings held by the commission regarding this project.

Please contact our office with any questions or concerns.

Thank you,

Charlotte Steeves
Conservation Agent

Kenvin Bartlett informs me that the DPW practice for trees cut down on/from town property is to dispose of the trees with the nearest Lancaster resident that will accept the wood. This reduces any DPW labor and transportation, thereby minimizing the costs to the town.

Daniel Lapen

Daniel Lapen May 10, 2023



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

Lancaster
City/Town

WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. General Information

Important:
When filling out
forms on the
computer, use
only the tab key
to move your
cursor - do not
use the return
key.



1. Applicant:

Town of Lancaster

Name

E-Mail Address

695 Main Street

Mailing Address

Lancaster

MA

01523

City/Town

State

Zip Code

978 365 3326

Phone Number

Fax Number (if applicable)

2. Representative (if any):

Lancaster Select Board

Firm

Contact Name

E-Mail Address

701 Main Street

Mailing Address

Lancaster

MA

01523

City/Town

State

Zip Code

978-365-3326 x1201

Phone Number

Fax Number (if applicable)

B. Determinations

1. I request the Lancaster Conservation Commission make the following determination(s). Check any that apply:

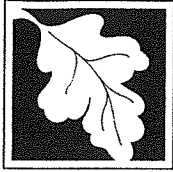
- ☒ a. whether the **area** depicted on plan(s) and/or map(s) referenced below is an area subject to jurisdiction of the Wetlands Protection Act.
- ☒ b. whether the **boundaries** of resource area(s) depicted on plan(s) and/or map(s) referenced below are accurately delineated.
- ☒ c. whether the **work** depicted on plan(s) referenced below is subject to the Wetlands Protection Act.
- ☒ d. whether the area and/or work depicted on plan(s) referenced below is subject to the jurisdiction of any **municipal wetlands ordinance** or **bylaw** of:

Lancaster, MA

Name of Municipality

- ☒ e. whether the following **scope of alternatives** is adequate for work in the Riverfront Area as depicted on referenced plan(s).

No spraying is the only other alternative



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

Lancaster
City/Town

WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. Project Description

1. a. Project Location (use maps and plans to identify the location of the area subject to this request):

695 Main Street

Street Address

034-0091-0

Assessors Map/Plat Number

Lancaster MA

City/Town

91

Parcel/Lot Number

- b. Area Description (use additional paper, if necessary):

Property at the rear of the Prescott Building and Memorial School Building, between the playground and abutting property on Packard Street, and the treeline borders of Thayer Field.

- c. Plan and/or Map Reference(s):

Assessor's Map

Title

March 21, 2023

Date

Title

Date

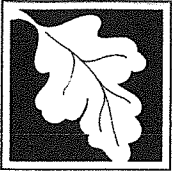
Title

Date

2. a. Work Description (use additional paper and/or provide plan(s) of work, if necessary):

Spray application of Glyphosate to control invasive species including Japanese Knotweed, Multiflora Rose, Common Buckthorne, Japanese Bittersweet and other invasive species. This work has been previously been determined be a Negative Determination of Applicability.

Mechanical cutting for control of invasive species including Black Locust, Multiflora Rose, Common Buckthorne, Japanese Bittersweet, and other invasive species.



WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. Project Description (cont.)

b. Identify provisions of the Wetlands Protection Act or regulations which may exempt the applicant from having to file a Notice of Intent for all or part of the described work (use additional paper, if necessary).

310 CMR 10:02 (1) and 310 CMR 10:58 (6)(B)

3. a. If this application is a Request for Determination of Scope of Alternatives for work in the Riverfront Area, indicate the one classification below that best describes the project.

☐ Single family house on a lot recorded on or before 8/1/96

☐ Single family house on a lot recorded after 8/1/96

☐ Expansion of an existing structure on a lot recorded after 8/1/96

☒ Project, other than a single family house or public project, where the applicant owned the lot before 8/7/96

☐ New agriculture or aquaculture project

☐ Public project where funds were appropriated prior to 8/7/96

☐ Project on a lot shown on an approved, definitive subdivision plan where there is a recorded deed restriction limiting total alteration of the Riverfront Area for the entire subdivision

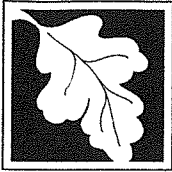
☐ Residential subdivision; institutional, industrial, or commercial project

☒ Municipal project

☐ District, county, state, or federal government project

☐ Project required to evaluate off-site alternatives in more than one municipality in an Environmental Impact Report under MEPA or in an alternatives analysis pursuant to an application for a 404 permit from the U.S. Army Corps of Engineers or 401 Water Quality Certification from the Department of Environmental Protection.

b. Provide evidence (e.g., record of date subdivision lot was recorded) supporting the classification above (use additional paper and/or attach appropriate documents, if necessary.)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

Lancaster
City/Town

WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Request for Determination of Applicability and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge.

I further certify that the property owner, if different from the applicant, and the appropriate DEP Regional Office (see Attachment) were sent a complete copy of this Request (including all appropriate documentation) simultaneously with the submittal of this Request to the Conservation Commission.

Failure by the applicant to send copies in a timely manner may result in dismissal of the Request for Determination of Applicability.

Name and address of the property owner:

Town of Lancaster

Name

695 Main Street

Mailing Address

Lancaster

City/Town

MA

State

01523

Zip Code

Signatures:

I also understand that notification of this Request will be placed in a local newspaper at my expense in accordance with Section 10.05(3)(b)(1) of the Wetlands Protection Act regulations.

Signature of Applicant

Date

Signature of Representative (if any)

Date



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
DEP Regional Addresses
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Mail transmittal forms and DEP payments, payable to:

Commonwealth of Massachusetts
Department of Environmental Protection
Box 4062
Boston, MA 02211

DEP Western Region
436 Dwight Street
Suite 402
Springfield, MA 01103
Phone: 413-784-1100
Fax: 413-784-1149

Adams
Agawam
Alford
Amherst
Ashfield
Becket
Belchertown
Bernardston
Blandford
Brimfield
Buckland
Charlemont
Cheshire
Chester
Chesterfield
Chicopee
Clarksburg

Colrain
Conway
Cummington
Dalton
Deerfield
Easthampton
East
Longmeadow
Egremont
Erving
Florida
Gill
Goshen
Granby
Granville
Great
Barrington
Greenfield
Hadley

Hampden
Hancock
Hatfield
Hawley
Heath
Hinsdale
Holland
Holyoke
Huntington
Lanesborough
Lee
Lenox
Leverett
Leyden
Longmeadow
Ludlow
Middlefield

Monroe
Montague
Monterey
Montgomery
Monson
Mount
Washington
New Ashford
New Marlborough
New Salem
North Adams
Northampton
Northampton
Orange
Otis
Palmer
Pelham
Peru

Pittsfield
Plainfield
Richmond
Rowe
Russell
Sandisfield
Savoy
Sheffield
Shelburne
Shutesbury
Southampton
South Hadley
Southwick
Springfield
Stockbridge
Sunderland
Tolland

Tyringham
Wales
Ware
Warwick
Washington
Wendell
Westfield
Westhampton
West Springfield
West Stockbridge
Whately
Wilbraham
Williamsburg
Williamstown
Windsor
Worthington

DEP Central Region
627 Main Street
Worcester, MA 01608
Phone: 508-792-7650
Fax: 508-792-7621
TDD: 508-767-2788

Acton
Ashburnham
Ashby
Athol
Auburn
Ayer
Barre
Bellingham
Berlin
Blackstone
Bolton
Boxborough
Boylston
Brookfield

Charlton
Clinton
Douglas
Dudley
Dunstable
East
Brookfield
Fitchburg
Gardner
Grafton
Groton
Harvard
Hardwick
Holden
Hopedale

Hopkinton
Hubbardston
Hudson
Holliston
Lancaster
Leicester
Leominster
Littleton
Lunenburg
Marlborough
Maynard
Medway
Mendon
Milford

Millbury
Millville
New Braintree
Northborough
Northbridge
North Brookfield
Oakham
Oxford
Paxton
Pepperell
Petersham
Phillipston
Princeton
Royalston

Rutland
Shirley
Shrewsbury
Southborough
Southbridge
Spencer
Sterling
Stow
Sturbridge
Sutton
Templeton
Townsend
Tyngsborough
Upton

Uxbridge
Warren
Webster
Westborough
West Boylston
West Brookfield
Westford
Westminster
Winchendon
Worcester

DEP Southeast Region
20 Riverside Drive
Lakeville, MA 02347
Phone: 508-946-2700
Fax: 508-947-6557
TDD: 508-946-2795

Abington
Acushnet
Attleboro
Avon
Barnstable
Berkley
Bourne
Brewster
Bridgewater
Brockton
Carver
Chatham
Chilmark

Dartmouth
Dennis
Dighton
Duxbury
Eastham
East
Bridgewater
Easton
Edgartown
Fairhaven
Fall River
Falmouth
Foxborough
Franklin

Freetown
Gay Head
Gosnold
Halifax
Hanover
Hanson
Harwich
Kingston
Lakeville
Mansfield
Marion
Marshfield
Mashpee

Mattapoisett
Middleborough
Nantucket
New Bedford
North
Attleborough
Norton
Norwell
Oak Bluffs
Orleans
Pembroke
Plainville
Plymouth
Plympton

Provincetown
Raynham
Rehoboth
Rochester
Rockland
Sandwich
Scituate
Seekonk
Sharon
Somerset
Stoughton
Swansea
Taunton

Tisbury
Truro
Wareham
Wellfleet
West Bridgewater
Westport
West Tisbury
Whitman
Wrentham
Yarmouth

DEP Northeast Region
1 Winter Street
Boston, MA 02108
Phone: 617-654-6500
Fax: 617-556-1049
TDD: 617-574-6868

Amesbury
Andover
Arlington
Ashland
Bedford
Belmont
Beverly
Billerica
Boston
Boxford
Braintree
Brookline
Burlington
Cambridge
Canton
Carlisle

Chelmsford
Chelsea
Cohasset
Concord
Danvers
Dedham
Dover
Dracut
Essex
Everett
Framingham
Georgetown
Gloucester
Groveland
Hamilton
Haverhill

Hingham
Holbrook
Hull
Ipswich
Lawrence
Lexington
Lincoln
Lowell
Lynn
Lynnfield
Malden
Manchester-By-
The-Sea
Marblehead
Medfield
Medford
Melrose

Merrimac
Methuen
Middleton
Millis
Milton
Nahant
Natick
Needham
Lynn
Newburyport
Newton
Norfolk
North Andover
North Reading
Norwood
Peabody

Quincy
Randolph
Reading
Revere
Rockport
Rowley
Salem
Salisbury
Saugus
Sherborn
Somerville
Stoneham
Sudbury
Swampscott
Tewksbury
Topsfield

Wakefield
Walpole
Waltham
Watertown
Wayland
Wellesley
Wenham
West Newbury
Weston
Westwood
Weymouth
Wilmington
Winchester
Winthrop
Woburn







Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

City/Town

WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Request for Determination of Applicability and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge.

Invasive Species on Thayer Field

Japanese Knotweed (Bamboo)

Autumn Olive

Bush Honeysuckle

Common Buckthorn

Glossy Buckthorn

Mile-a-Minute Vine

Multiflora Rose

Oriental Bittersweet

Purple Loosestrife

Black Locust

Japanese Barberry

https://www.ci.lancaster.ma.us/sites/g/files/vyhlif4586/f/uploads/lancaster_hmp_full_draft_5-6-2022_0.pdf
pg 37, 46, 66, and 74

<https://www.mass.gov/service-details/invasive-plants>

<https://www.massaudubon.org/learn/nature-wildlife/invasive-plants>

<https://masswoods.org/outsmart> (ID invasives using phone app)

Lancaster Conservation Commission

Tree Removal Request Form & Checklist

Date: Nov 18, 2022

Property Owner/Applicant: Town of Lancaster- Thayer Field

Address: _____

Phone _____ Email: _____

Property Address: _____

Resource Area Affected (Check all that apply):

Buffer Zone: X Riverfront Area: _____ Wetland: _____ Vernal Pool: _____

Pond: _____ Perennial Stream: X Intermittent Stream: _____

Reason for Removal (Check all that apply and describe below):

Storm Damage: _____ Property Protection: _____ Property Access: _____

Utility Work: _____ Other: X

Invasive Species

Total Number of Trees to be Removed: 38		
Tree Removal Location:	Plot Plan: _____	Sketch: <u>X</u>
Have the Proposed Trees Been Inspected by an Arborist or Other Qualified Person?		
Yes: _____	No: <u>X</u>	Company/Name: _____
Are Photographs Provided?	Yes: <u>X</u>	No: _____
Are the Trees Numbered for Identification?	Yes: <u>X</u>	No: _____

Will Stumps be Removed or Left in Place? Left in place

Is Replanting or Other Mitigation Proposed? Log Removal, Brushpiles for habitat, Replanting with 2 disease resistant American Chestnut trees.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

City/Town _____

WPA Form 1- Request for Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D. Signatures and Submittal Requirements

Lancaster Conservation Commission

Tree Removal Request Form & Checklist

Date: Nov 18, 2022

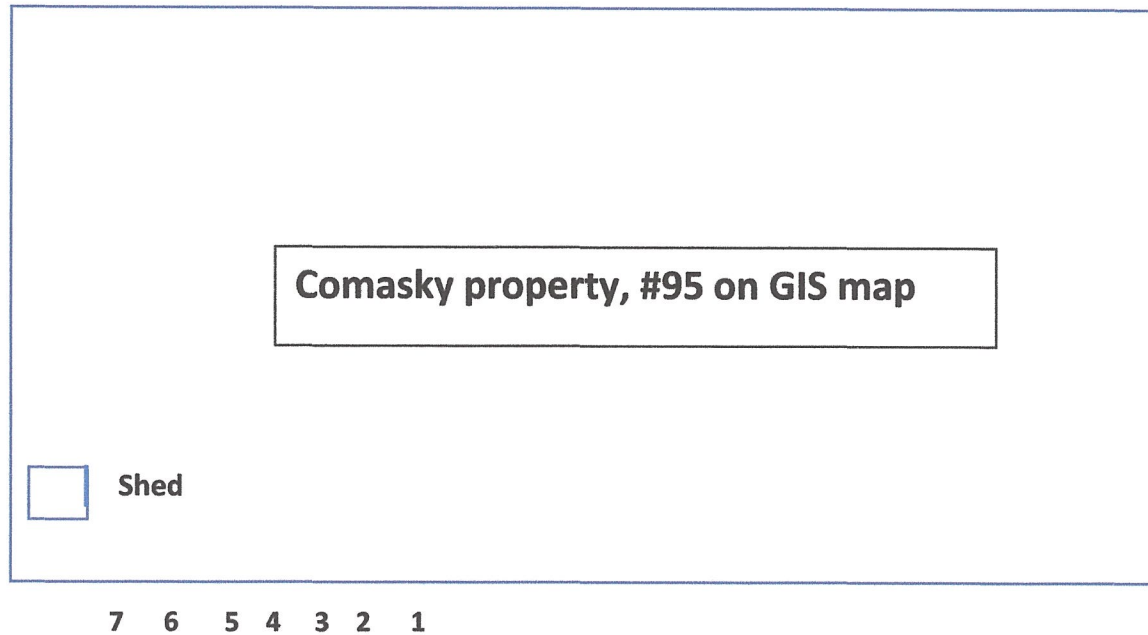
Please provide the following information for each tree proposed for removal:

Tree Number	Tree Species (Red Maple, White Oak, Sweet Birch, etc.)	Diameter at 4 feet (inches)	Distance from Resource (feet)	Distance from Structure (feet) SHED	Removal Approved (Yes or No)
1)	Black Locust	11	120	50	
2)	Black Locust	12	120	50	
3)	Black Locust	9	120	40	
4)	Black Locust	11	120	40	
5)	Black Locust	11	120	40	
6)	Black Locust	6	120	40	
7)	Black Locust	7	120	30	
8)	Black Locust	20	120	20	
9)	Black Locust	20	120	30	
10)	Black Locust	6	120	40	
11)	Black Locust	22	110	40	
12)	Black Locust	10	110	40	
13)	Black Locust	7	110	40	
14)	Black Locust	24	120	50	
15)	Black Locust	12	120	50	
16)	Black Locust	11	110	50	
17)	Black Locust	14	100	50	
18)	Black Locust	14	140	70	
19)	Black Locust	7	140	80	
20)	Black Locust	10	130	80	
21)	Black Locust	8	120	70	
22)	Black Locust	16	110	60	
23)	Black Locust	7	100	40	
24)	Black Locust	12	100	30	
25)	Black Locust	12	100	30	
26)	Black Locust	7	110	20	

27)	Black Locust	6	90	30	
28)	Black Locust	20	80	30	
29)	Black Locust	16	70	40	
30)	Black Locust	14	70	50	
31)	Black Locust	14	70	60	
32)	Black Locust	8	100	70	
33)	Black Locust	12	100	70	
34)	Black Locust	10	110	80	
35)	Black Locust	16	130	80	
36)	Black Locust	18	100	100	
37)	Black Locust	7	90	100	
38)	Black Locust	14	80	80	

Black Locust Tree Location (numbers) on Thayer Field

37 31 30 38
36 29 28
 34 33 32
 27
35 17 23 24 25
 22 26
20 21 16
 13 12 11
19 18 15 14 10 9 8



Thayer Field

P
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#4

Town of Lancaster
FY25 Budget Planning Calendar
for the 2024 May Annual Town Meeting

June 5, 2023	Capital Improvement Program (FY25-29) Instructions Issued	TA/Finance Dir.
July 21, 2023	Capital Improvement Program (FY25-29) Prelim. Requests due	Department Heads
August 2, 2023	General Fund Budget Instructions issued to Departments	TA/Finance Dir.
August 21, 2023	Draft #1 – Capital Plan Out	TA/Finance Dir.
August 28, 2023	Capital Plan Draft Discussion & Initial Review	Select Board/FINCOM
September 13, 2023	General Fund Requests Due	Department Heads
September 18-29, 2023	Departmental Meetings Re: GF Requests	Department Heads TA/Finance Dir.
October 11, 2023	FY25 General Fund Outlook Draft #1 Out	TA/Finance Dir.
October 16, 2023	FY25 General Fund Budget Review	Select Board
November 2023	Revisions of Budget, Meetings & Reviews	SB, FINCOM, TA, Finance Dir.
November 27, 2023	FY25 General Fund Outlook Draft #2 Out	TA/Finance Dir.
December 4, 2023	PRELIM. BUDGET FORUM: FY25 CIP & GF Budget Requests	SB, TA, FINCOM
December 2023	FINCOM Additional Review of Budget & Guidelines	FINCOM
January 18, 2024	PUBLIC BUDGET FORUM/TOWN MEETING PREPARATION	Select Board, FINCOM
January 19, 2024	FY25 General Fund Narratives sent out to Departments	Department Heads
January 22, 2024	FY25 Enterprise Budget Requests due	DPW, Water, Sewer
February 19, 2024	Select Board Opens Warrant	Select Board
April 1, 2024	Warrant Closes	SB, TA, Town Clerk
April – March 2024	Finalize Town Meeting Materials, Print Budget Books Mail Warrants (no later than April 17, 2024)	All Staff, SB, Moderator

May 6, 2024¹

Town Meeting – TBD

**Mary Rowlandson Elementary
Auditorium, Gym, Cafe**

¹ The budget calendar is for illustrative and planning purposes only. Once discussed with relevant Boards, Committees, and Departments, the Select Board may instruct the Town Administrator to alter the dates, times, and actions herein; however, information will be available well in advance of Town Meeting so voters may make informed and thoughtful decisions regarding Articles. Please also note that the availability of Minuteman and Nashoba Regional School District's budget projections and capital needs are historically provided early in the calendar year. Therefore, final budgetary numbers for FY25 may not necessarily be reflected until late January or early February.

#5

J. E. Kanis, Inc.



**TOWN OF LANCASTER, MASSACHUSETTS
SELECT BOARD
RENEWAL OF SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

In accordance with Article 12 of the Zoning Bylaws, the Select Board hereby grants to the Applicant a Special Permit to remove earth products, subject to the conditions noted herein.

Name of Applicant/Grantee: John E. Kanis

Address of Applicant/Grantee: 535 Harvard Road, Lancaster, MA 01523

Company Name: d/b/a John E. Kanis, Inc.

Company Address: Same

Area of Operation: Assessors Map 31/Parcel 4 (0 Pine Hill Road)

Permit Issue Date: August 19, 2021

Permit Expiration Date: August 19, 2023

Conditions:

1. **Description of Area:** All earth removal and related site work shall be in accordance with the approved Earth Removal plans for John E. Kanis, Inc., dated September 2, 2004, as prepared by Defalco Engineering, Inc., as modified by the terms and conditions of this Special Permit.
2. The site shall be restored with a minimum depth of nine inches of loam which shall be capable of supporting grass growth unless the applicant can document a lesser amount pre-exists on site, in which case the applicant will be responsible for the lesser amount. The site shall be restored upon completion of the earth removal authorized by this special permit. The area shall be hydro-seeded, or in the event that an acceptable alternative reclamation technique has been approved by the Board of Health and/or the MA Fish and Wildlife, the "alternative" may be substituted for "hydro-seeding", and the planted area shall be protected from erosion during the establishment period using sound conservation practices. Areas that wash out shall be repaired immediately. Trees or shrubs of prescribed species shall be planted to provide screening and reduce erosion during the establishment period.
3. No top or subsoil shall be removed from the site. This shall not apply to surplus manufactured topsoil created under the supervision of Resource Management, Inc. per prior approval from the Lancaster Board of Health and MA DEP guidelines.



**TOWN OF LANCASTER, MASSACHUSETTS
SELECT BOARD
RENEWAL OF SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

4. Provisions for dust control shall be in place prior to commencement of the earth removal operations. Abutting public right-of-ways and abutters shall be kept clear of construction debris and dust.
5. Dust Control measures shall be undertaken as specified in the approved plans.
6. Active work areas shall be limited to one (1) Four (4) acre parcel, in accordance with the approved phasing plans.
7. Restoration within the 2013 EPR Permit Area shall commence before work begins (including building haul roads) in the 2015-2017 Permit Area such that active work area does not surpass four (4) acres as stipulated in Condition 6. All restoration work shall be completed within 90 days after expiration of a permit or upon cessation of operations within any phase.
8. A maximum slope of three foot horizontal to one foot vertical (3:1) is required; 4:1 within any buffer zone of a resource area as shown on the approved plans.
9. The hours and days for which trucks are allowed to remove earth materials from the site shall be limited to 7:00 am – 4:30 pm Monday through Friday and 8:00 am – Noon on Saturdays, except for Federal and State Holidays. Alteration of this time schedule may be accomplished only by prior approval of the Select Board.
10. All entrances to the facility shall be gated and locked to prevent unauthorized entry during nonworking hours. Proper signage must also be posted within the site to advise drivers of site conditions. Truck entering signs shall also be erected along the abutting right-of-ways to warn motorists of truck traffic from the site.
11. Truck trips from the site shall not exceed 75 trips (loads) within any given day. Alteration of this trip schedule may be accomplished only by prior approval of the Select Board based upon an approved traffic management plan approved by the Chief of Police.
12. A minimum of two (2) groundwater-monitoring wells shall be installed for every six acres of active work area. Groundwater levels shall be checked on a quarterly basis and data provided to the Town. A minimum depth of groundwater separation of 6-feet shall be maintained at all times. Areas which fall within the Town's water resource overlay district shall maintain a minimum depth of groundwater separation of 10-feet. **CONDITION WAIVED**
13. Provide a minimum of three (3) permanent benchmarks with elevations for each active phase of the operation. **CONDITION WAIVED**



**TOWN OF LANCASTER, MASSACHUSETTS
SELECT BOARD
RENEWAL OF SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

14. The land shall be left so that natural storm drainage leaves the property at the original natural drainage points and so that the total discharge at peak flow, and the area of drainage at any one point, is not increased, and so that the hydrograph of any post-development receiving body of water is the same as that of the pre-development hydrograph per the approved plans.
15. No stumps shall be buried on-site.
16. A Surety Bond, Irrevocable Standby Letter of Credit, or Cash Account in the amount of \$42,000 shall be provided to the Town prior to commencement of any work authorized under this special permit in order to secure compliance with the terms and conditions hereof. The Surety Bond, Irrevocable Standby Letter of Credit, or Cash Account shall remain in effect during the term of the Special Permit.
17. The excavations, fills or side cuts shall be set back a minimum of one hundred (100) feet from the abutter's property lines or public right-of-way – **CONDITION WAIVED.**
18. No areas should be excavated so as to cause accumulation of standing water. Excavation areas shall be graded to provide positive drainage in accordance with the approved stormwater management plan.
19. Agent(s) assigned by the Select Board shall conduct inspections. All costs for outside consultant services used for inspection purposes shall be paid for by the permit holder. Funds shall be deposited into a Consultant Review Account. An annual inspection shall be scheduled quarterly and at other times as needed.
20. Recommendations for permit compliance cited in inspection reports shall be addressed by the Applicant before the next subsequent inspection, or the permit may be subject to revocation by the Select Board following a hearing.
21. If any conditions of this permit are violated, the permit is subject to revocation by the Select Board following a hearing.
22. This permit shall not be assigned to any other person other than the person or entity named herein, unless authorized in writing by the Select Board.
23. By exercising this special permit, the permit holder agrees to permit reasonable access onto the subject premises by the agents and employees of the Lancaster Select Board for inspection purposes consistent with the requirements of Condition 19.



**TOWN OF LANCASTER, MASSACHUSETTS
SELECT BOARD
RENEWAL OF SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

24. By exercising this special permit, the permit holder agrees that he will not excavate in such a manner as to leave dangerous and unsightly conditions on the premises as a result of the excavation.

Date of Public Hearing: July 19, 2021

Location: via ZOOM™

Notice of Hearing, Names of newspapers: The Clinton Item

Date of Public Notice: July 2, 2021 and July 9, 2021

Certified List of Abutters: Yes

DECISION FINDINGS:

With respect to the Special Permit, the Board finds, after soliciting and reviewing comments from other Town boards, departments, agencies, staff, and interested persons that reasonable measures have been or will be taken to:

- (a) Ensure that all requirements applicable to the special permit are fulfilled;
- (b) That the specific site is an appropriate location for the uses proposed;
- (c) That there is safe access from roads adequate for the traffic expected, adequate parking is provided and internal circulation is adequate for emergency vehicles;
- (d) That the Board of Health requirements for water and sanitation arrangements will be followed;
- (e) That the use as developed and operated will not adversely affect the neighborhood;
- (f) That the purposes of the Bylaw are substantially met.

The Select Board, the Permitting Authority, hereby grants this Permit on behalf of the Town of Lancaster.



**TOWN OF LANCASTER, MASSACHUSETTS
SELECT BOARD
RENEWAL OF SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

SELECT BOARD:

Jason A. Allison

Jason A. Allison., *Chair*

Date: 7/19/21

#6



TOWN OF LANCASTER TAX FAIRNESS COMMITTEE OPERATING GUIDELINES

Purpose

As a newly formed Committee whose mission is of vital importance and actions are time-sensitive, the following Committee operational guidelines have been adopted by Lancaster's Select Board, as Appointing Authority for the Committee, to outline what is expected of Committee Members' relative to attendance and other pertinent considerations.

Role of the Chair

The Committee shall nominate and vote for one member to serve as Chair of the Committee. This person shall be responsible for guiding the Committee in its work, as outlined in the Committee Charge, and communicating with the Select Board or their designee when questions, problems or other needs arise relative to Committee business.

Additional duties include:

- Facilitating Committee meetings; determining agenda topics/items and ensuring meeting notices and Committee minutes are posted in accordance with MA Open Meeting Law.
- Serving as the primary communication link with staff concerning the activities of the Committee.
- Ensuring members of the Committee complete tasks as assigned to them or, in cases where tasks are not complete, delegating them to other Committee members.
- Working with Town Administration to develop a Committee budget should funding needs arise.
- Acting as lead facilitator for the group by:
 - starting and ending meetings on time;
 - establishing mutually agreeable ground rules for engagement of Committee members;
 - initiating and leading discussions by:
 - asking open-ended questions to elicit dialogue and posing points or counterpoints without controlling the meeting;
 - treating all opinions respectfully and fostering the same between all members;
 - making sure points are clarified and periodically summarized; and
 - being cognizant of those Committee members who may not be participating regularly and engaging them in the discussions; ensuring members don't dominate discussions.
- Summarizing and reviewing action items and/or assignments at the conclusion of each meeting, or as necessary; setting deadlines for task completion; holding members accountable.

Role of the Member(s)

- Attending Committee meetings regularly and, if/when circumstances arise where attendance is not possible, communicating those absences to the Chair in a timely manner.
- Adhering to 'membership rule' which stipulates that should a Committee member miss three (3), or more, consecutive meetings without informing the Chair, the Committee *may* petition the Select Board to replace the member with an alternate.
- Communicating with the group relative to strategic direction for Committee business.
- Assisting the Committee with tasks and keeping informed about the affairs of the Committee.
- Proposing agenda items for consideration as needed to carry out Committee work.
- Working with the Chair, creating task groups and proposing programs, policies, and initiatives consistent with the Committee's Charge and scope.
- Reviewing and approving meeting minutes in a timely manner to allow for public posting and relaying information to the Community regarding Committee business.
- Forwarding reports, action items, discussion points and requests for assistance, via the Chair, to the Select Board.
- Selecting meeting dates and venues which work for the members' schedule; committing to the time necessary to meet Committee deadlines and/or contribute in a meaningful manner.

VIII. APPOINTMENTS AND RESIGNATIONS

Kathi Rocco

From: Kate Hodges
Sent: Tuesday, May 16, 2023 9:03 AM
To: 07winsor@gmail.com
Cc: Kathi Rocco; Stephen J. Kerrigan
Subject: RE: Conservation Commission

Good Morning, Mr. Windsor,

Thank you for your interest. I am copying the SC Chair Steve Kerrigan and Kathi Rocco on your letter below. This will be put on the next agenda for the SB's action. Please let us know if you have any questions or concerns. Thank you, again, for volunteering.

Kate

Kate Hodges, Town Administrator
Town of Lancaster

From: 07winsor@gmail.com <07winsor@gmail.com>
Sent: Tuesday, May 16, 2023 7:59 AM
To: Kate Hodges <KHodges@lancasterma.gov>
Subject: Conservation Commission

May 16, 2023

Kate Hodges
Town Administrator, Lancaster MA
Town of Lancaster

Good Morning Ms. Hodges, and Honorable Board of Selectman:

With the recent resignation of Conservation Commission member Thomas Christopher, I respectfully would appreciate your consideration to fulfill the term remaining and participate as an active team member.

As you and the board are well aware, our community is evolving, and our boards and committees should be fully staffed and well prepared for our current and future needs.

This commission is a critical component in two very important tasks:

1. The continued conservation of open space properties and maintaining conservation land throughout the town.
2. Working with potential developers and our residents to ensure we maintain wetland regulations and compliance.

I truly believe the commission, working as a team cooperatively and collaboratively with other boards and commissions, our residents, and those who bring matters before the commission deserve to be handled respectfully and professionally in all matters.

As a personal note: I have been actively involved in local boards and commissions for almost 29 years.

My last board position was the Nashoba School Committee to which I unfortunately had to resign early to tend to some personal family matters. With those matters now addressed, still residing in Lancaster after the sale of my previous home, and with this recent resignation announcement, I feel this is an opportune time to again throw my hat in the ring so to speak.

Please feel free to reach out anytime if you have any questions. I look forward to participating.

Respectfully:

Shawn S. Winsor

Neck Rd.

Lancaster MA.

978-257-9846

The contents of this email and any attachments are the property of the Town of Lancaster Massachusetts and subject to the Public Records Law, M.G.L. c. 66, section 10. When writing or responding, please remember that the Massachusetts Secretary of State's Office has determined that email is a public record and not confidential.

Charlene D. O. Cabral, Esq.
126 Brazao Lane
Lancaster, MA 01523
508 341-0919
CDOCABRAL@aol.com

May 10, 2023

Dear Moderator O'Neil,

I am a resident of Lancaster, Massachusetts and write to express my interest in the position of Town of Lancaster Representative to the Minuteman Regional Vocational Technical School District, hereinafter, "Minuteman" which I believe is currently vacant, after Jennifer Leone, long-standing member of the Minuteman school committee resigned from her position. I understand that the position has been vacant for some time and I would like to finish out her remaining term.

I have served in the Town of Lancaster in the past as Chairperson of the Lancaster Cultural Council, as town representative to the Nashoba Regional School District Special Education Parents' Advisory Council for two years and also served as Chair of the Nashoba Regional School District Special Education Parents' Advisory Council for three years. I am currently on the school council at the Luther Burbank Middle School.

Should you need further information from me, please text me at 508-341-0919 or email me at CDOCABRAL@aol.com

I am looking forward to this opportunity to serve my community and the Minuteman Regional Vocational Technical School District.

Very truly yours,

Charlene D. O. Cabral, Esq.



**MONTACHUSETT REGIONAL PLANNING COMMISSION (MRPC)
APPOINTMENT 2023 – 2024**

The on
COMMUNITY DATE

has officially appointed:

NAME:

ADDRESS:

TELEPHONE #:

EMAIL ADDRESS:

to represent us as an alternate member on the Montachusett Regional Planning Commission (MRPC) for the year beginning July 1, 2023 to June 30, 2024.

Signed By:

NAME

TITLE

YOUR CURRENT REPRESENTATIVE TO
THE MRPC IS:

CHECK THIS BOX TO RE-NOMINATE
THE CURRENT REPRESENTATIVE

☐

PLEASE MAIL, EMAIL OR FAX THIS FORM TO:

MONTACHUSETT REGIONAL PLANNING COMMISSION
464 Abbott Avenue
Leominster, MA 01453
ATTENTION: Holly Ford
hford@mrpc.org
(978) 348-2490 (FAX)

THANK YOU FOR YOUR PROMPT ATTENTION TO THIS MATTER.

MONTACHUSETT JOINT TRANSPORTATION COMMITTEE (MJTC)
APPOINTMENT 2023 - 2024

The Lancaster Select Board on
COMMUNITY DATE

has officially appointed:

NAME:

ADDRESS:

TELEPHONE #:

EMAIL ADDRESS:

to represent us on the [Montachusett Joint Transportation Committee](#) for the year beginning July 1, 2023 to June 30, 2024.

Signed By:

NAME

TITLE

YOUR CURRENT REPRESENTATIVE TO
THE MJTC IS:

[Alexandra Turner](#)

CHECK THIS BOX TO RE-NOMINATE
THE CURRENT REPRESENTATIVE

PLEASE MAIL, EMAIL OR FAX THIS FORM TO:

MONTACHUSETT REGIONAL PLANNING COMMISSION
464 ABBOTT AVENUE
LEOMINSTER, MA 01453
ATTENTION: Brad Harris
bharris@mrpc.org
(978) 348-2490 (FAX)

THANK YOU FOR YOUR PROMPT ATTENTION TO THIS MATTER.

RE: Appointment to the **Montachusett Joint Transportation Committee (MJTC)**

The Montachusett Joint Transportation Committee (MJTC) is a subcommittee of the Montachusett Regional Planning Commission (MRPC) that provides public input to the transportation planning process in the Montachusett Region. Each community can appoint two (2) representatives to the Committee; one to represent the Mayor or Select Board; and one to represent the Planning Board/Department. Appointees are at the discretion of the local community and their boards and as such they do not have to be a board member or employee. The individual appointee is responsible to the board or office and therefore should be someone who can actively provide communications to and from the municipality.

As part of the ongoing transportation planning process in the region, it is important to have active participation from our member communities. The MJTC plays an important role in the development of the Transportation Improvement Program (TIP), the long range Regional Transportation Plan (RTP) and the continued flow of information between the MRPC and its communities regarding various issues of importance. In addition, information sharing between towns is a key aspect of the Committee.

Attached please find the annual MJTC Appointment Form for your board and/or community. Included on the form, where applicable, is the name of your current appointee. The appointment will begin July 1, 2023 and terminate on June 30, 2024. Please either re-nominate the individual listed or appoint someone else if desired and return the form to the MRPC as soon as possible. Many of the positions are currently unfilled, so we strongly encourage you to consider making an appointment of someone who can commit to participating with the MJTC. This will only benefit the community in the long run.

Meetings are held on the second Wednesday of the month at 2:30 pm. Meetings are currently held online only through [GoToMeeting.com](https://www.go-to-meeting.com) and will be for the foreseeable future. Any questions related to the MJTC and its process, please contact Brad Harris at (978) 345-7376 ext. 311 or bharris@mrpc.org.

Please complete and return the attached form to the Montachusett Regional Planning Commission via email at hford@mrpc.org, fax at (978) 348-2490 or regular mail at MRPC, 464 Abbott Avenue, Leominster, MA 01453.

Thank You!

Sincerely,

Brad Harris

Transportation Project Director

MRPC

464 Abbott Avenue

Leominster, MA 01453

Email: bharris@mrpc.org

Tel. (978) 345-7376 ext. 311

Fax (978) 348-2490

Please be advised that the Massachusetts Secretary of State considers e-mail to be a public record, and therefore subject to the Massachusetts Public Records Law, M.G.L. c. 66 § 10.

The contents of this email and any attachments are the property of the Town of Lancaster Massachusetts and subject to the Public Records Law, M.G.L. c. 66, section 10. When writing or responding, please remember that the Massachusetts Secretary of State's Office has determined that email is a public record and not confidential.

IX. LICENSES AND PERMITS

X. NEW BUSINESS

XI. COMMUNICATIONS

Kathi Rocco

From: Kayla M. Larson <KMLarson@tigheBond.com>
Sent: Monday, May 1, 2023 1:53 PM
To: Kate Hodges; Kathi Rocco
Cc: Mehdi Begag; Antonio J. da Cruz
Subject: RE: New England Specialty Soils Earth Removal Permit
Attachments: NE Speciality Soils Earth Permit 2.14.18-2.14.20_restoration markups.pdf

Hi Kate,

I just gave you a ring at the office but it went to voicemail.

To keep NESS on the hook, we're going to go ahead and send over this list we put together below for a closure plan. But we will let them know that the Select Board still has the opportunity for additional comments during public meeting review, similar to any biannual permit review.

But please do let me know if there is anything else you'd like to see incorporated and we can tell NESS ahead of time, to streamline future Select Board meetings.

Thank you,

Kayla

Kayla M. Larson, PE *(she/her/hers)*

Project Manager
Tighe & Bond
o. 508.471.9610 | m. 978.833.0758
One University Avenue, Suite 100, Westwood, MA 02090
kmlarson@tighebond.com

From: Kayla M. Larson
Sent: Monday, April 10, 2023 11:01 AM
To: Kate Hodges <khodges@lancasterma.net>; Kathi Rocco <KRocco@lancasterma.gov>
Cc: Mehdi Begag <MBegag@TigheBond.com>; Antonio J. da Cruz <AJDaCruz@tighebond.com>
Subject: RE: New England Specialty Soils Earth Removal Permit

Good Morning,

Have you had a chance to review the email below? I'm sure you have your hands full with preparing for the upcoming Town Meeting!

We can provide guidance to NESS on the closure plan, but wanted to first give you the opportunity to make any additional requests. Let me know if you would prefer to include it as an item on a future Select Board meeting agenda.

Thank you!

Kayla

Kayla M. Larson, PE *(she/her/hers)*
Project Manager

From: Kayla M. Larson

Sent: Monday, March 27, 2023 4:27 PM

To: Kate Hodges <khodges@lancafterma.net>; Kathi Rocco <KRocco@lancafterma.gov>

Cc: Mehdi Begag <MBegag@TigheBond.com>; Antonio J. da Cruz <AJDaCruz@tighebond.com>

Subject: New England Specialty Soils Earth Removal Permit

Good Afternoon Kate & Kathi,

We were able to talk to John Toomey, representing the New England Specialty Soils Site at McGovern Boulevard, Lancaster.

He has confirmed that their intention is to **relinquish the Earth Removal Permit** and transition from earth removal site to development site. John has stated that **all excavation has ceased** and the only activity on site is hauling or mixing of existing stockpiled materials. As such, we are guiding him through providing a Closure Plan that is suitable to the Town.

There are a number of requirements in the Earth Removal Permit that speak to how the site must be left at completion. **Is there anything else that you or the Select Board would like to request to see as part of the Closure Plan for this site?** The Select Board can always ask for more during review once they get the plan, but to streamline the process, if there is anything you'd like to request now, we can get John working on it.

We're proposing that New England Specialty Soils must comply with the following:

1. Final Site Conditions
 - a. Stabilization of Soil: Open areas loamed and seed as described in the permit (see note below)
 - b. Site Grading: Any remaining sloped surfaces on site shall meet the requirements outlined in the permit
 - c. Maintain security bond through the time when all restoration is complete
2. Submit a Closure Plan submitted to the Select Board for review
 - a. Provide site survey drawing showing final conditions and grades (post-earth removal but pre-site development)
 - b. Provide post-development stormwater calculations to confirm that the post-development runoff (total discharge at peak flow, and area of drainage at any one point) has not been increased from pre-development conditions
 - i. Note that "post-development" refers to the final land cover after earth removal, not the final land cover after development is completed
 - c. Provide Select Board copies of any Certificate of Closures obtained from Conservation Commission on open Order of Conditions related to the Earth Removal activities.
3. Schedule a final walkthrough site visit allowing the Select Board to be present, as well as the Town's consultant Tighe & Bond
4. Attend a Select Board Public Meeting regarding review and acceptance of the the Earth Removal Closure Plan

Notes on Restoration:

Per the Earth Removal Permit, the Applicant may be relieved from site restoration obligations if the property is to be developed, per vote or consent of the board or commission granting the development permit (Permit Condition 25). My understanding is that there is already a development planned, going through permitting. If there was no development planned, I would recommend the entire site be restored with loam and seed to not be left barren. However, if the development moves forward, it seems unnecessary to require them to loam and seed, only to then have it stripped away again for the development. Therefore, I'm proposing that the Town include in the closure plan stipulations for a time period, or change of ownership, where seeding would be required. In other words, if for some

reason the development falls through or is stalled, you could put in the closure approval that “in two years*, if the site is not yet developed, the entire site shall be loamed and seeded for proper stabilization and restoration” (*the Select Board can decide on the timeframe). This would at least give the Town a leg to stand on to avoid the site being abandoned.

Feel free to give me a call to discuss!

Thank you,

Kayla

Kayla M. Larson, PE *(she/her/hers)*

Project Manager

Tighe&Bond

o. 508.471.9610 | m. 978.833.0758

One University Avenue, Suite 100, Westwood, MA 02090

w: tighebond.com | halvorsondesign.com



**New England
Specialty Soils, LLC.**



**TOWN OF LANCASTER, MASSACHUSETTS
BOARD OF SELECTMEN
SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

In accordance with Article 12 of the Zoning Bylaws, the Board of Selectmen hereby grants to the Applicant a Special Permit to remove earth products, subject to the conditions noted herein.

Name of Applicant/Grantee: North Lancaster, LLC and New England Specialty Soils, LLC.

Address of Applicant/Grantee: 435 Lancaster Street, Leominster, MA 01453

Company Name: North Lancaster, LLC and New England Specialty Soils, LLC.

Company Address: 435 Lancaster Street, Leominster, MA 01453

Permit Issue Date: February 14, 2018

Permit Expiration Date: February 14, 2020

Conditions:

- Description of Area:** All earth removal and related site work shall be in accordance with the site plan submitted with the application prepared by Michael J. Burke entitled "Earth Products Removal Site Plan of Land Central Mass Sand & Gravel, Inc." dated December 18, 2008 (the "Site Plan") as modified by the terms and conditions of this Special Permit, except that final elevations at the Site may vary from those shown on the Site Plan, but shall, in any event, be in compliance with the separation requirements set forth in Condition 12 and shall be shown on a revised plan submitted by the Applicant within six months after revised and final elevations are achieved.
- The site shall be restored with a minimum depth of nine inches of loam which shall be capable of supporting grass growth unless the applicant can document a lesser amount pre-exists on site, in which case the applicant will be responsible for the lesser amount. The site shall be restored upon completion of the earth removal authorized by this special permit. The area shall be seeded and the planted area shall be protected from erosion during the establishment period using sound conservation practices. Areas that wash out shall be repaired immediately. Trees or shrubs of prescribed species shall be planted to provide screening and reduce erosion during the established period.
- No top or subsoil that pre-existed on the site shall be removed from the site.



**TOWN OF LANCASTER, MASSACHUSETTS
BOARD OF SELECTMEN
SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

4. Provisions for dust control shall be in place prior to commencement of the earth removal operations. Abutting public right-of-ways and abutters shall be kept clear of construction debris and dust.
5. Dust Control measures shall be undertaken as specified in the approved plans.
6. There shall be no more than fifty (50) open acres at the Site at any one time. The total open area may be located anywhere on the Site where roads, excavation or other work areas are shown on the Site Plan; need not to be contiguous with any other open area and may consist of roads, excavation, processing, stock-piling and other areas not yet restored. The phasing shown on the Site Plan is for identification purposes only and shall not be construed to limit the amount or location of the open area at the Site.
7. The applicant shall provide security as provided in Condition 16 for the restoration of all open areas. The amount of the security shall be \$10,000 per open acre as certified each year by the Applicant and verified by the Town's consultants. The security shall remain in place until either the open area is restored or replaced with an end-use. End-use, as that term is used in this Special Permit, shall mean either (i) a building or other structure or (ii) a road or other improvement approved by the Planning Board and for which security is provided for the construction or installation thereof.
8. A maximum slope of three foot horizontal to one foot vertical (3:1) is required; 4:1 within any buffer zone of a resource area as shown on the approved plans.
9. The hours and days for which trucks are allowed to remove earth materials from the site shall be limited to 7:00 am – 4:30 pm Monday through Friday and 8:00 am – Noon on Saturdays, except for Federal and State Holidays. Alteration of this time schedule may be accomplished only by prior approval of the Board of Selectmen.
10. All entrances to the facility shall be gated and locked to prevent unauthorized entry during nonworking hours. Proper signage must also be posted within the site to advise drivers of site conditions. Truck entering signs shall also be erected along the abutting right-of-ways to warn motorists of truck traffic from the site.
11. Truck trips from the site shall not exceed 70 trips (loads) within any given day. Alteration of this trip schedule may be accomplished only by prior approval of a traffic management plan approved by the Chief of Police and the Building Inspector.



**TOWN OF LANCASTER, MASSACHUSETTS
BOARD OF SELECTMEN
SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

12. A minimum of two (2) groundwater-monitoring wells shall be installed for every six acres of active work area. Groundwater levels shall be checked on a quarterly basis and data provided to the Town. A minimum depth of groundwater separation of 6-feet shall be maintained at all times. Areas which fall within the Town's water resource overlay district shall maintain a minimum depth of groundwater separation of 10-feet.
13. Provide a minimum of two (2) benchmarks with elevation for every six (6) acres of open area.
14. The land shall be left so that natural storm drainage leaves the property at the original natural drainage points and so that the total discharge at peak flow, and the area of drainage at any one point, is not increased, and so that the hydrograph of any post-development receiving body of water is the same as that of the pre-development hydrograph per the approved plans.
15. No stumps shall be buried on-site.
16. A surety bond, irrevocable standby letter or credit or cash amount in the amount set forth in Condition 7 shall be provided to the Town and shall remain in full force and effect or retained until restoration work is completed or an end-use achieved as provided in Condition 7.
17. The excavations, fills or side cuts shall be set back a minimum of one hundred (100) feet from the abutter's property lines or public right-of-way, except in excavation areas as shown on the approved excavation plans.
18. No areas should be excavated so as to cause accumulation of standing water. Excavation areas shall be graded to provide positive drainage in accordance with the approved stormwater management plan.
19. Agent(s) assigned by the Board of Selectmen shall conduct inspections. All costs for outside consultant services used for inspection purposes shall be paid for by the permit holder. Funds shall be deposited into a Consultant Review Account. Inspections shall be scheduled quarterly during peak season operations and at other times as needed.
20. Recommendations for permit compliance cited in inspection reports shall be addressed by the Applicant before the next subsequent inspection, or the permit may be subject to revocation by the Board of Selectmen following a hearing.
21. If any conditions of this permit are violated, the permit is subject to revocation by the Board of Selectmen following a hearing.



**TOWN OF LANCASTER, MASSACHUSETTS
BOARD OF SELECTMEN
SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

22. This Special Permit is transferable to another entity upon written notice to the Board of Selectmen provided said entity (i) agrees in writing to be bound by all terms and conditions of this Special Permit, including, without limitation, any and all terms in effect pertaining to the restoration of the Property and the security required for this restoration and (ii) provides the Board of Selectmen with the name and address of the contact person for said entity.
23. By exercising this special permit, the permit holder agrees to permit reasonable access onto the subject premises by the agents and employees of the Lancaster Board of Selectmen for inspection purposes consistent with the requirements of Condition 19.
24. By exercising this special permit, the permit holder agrees that he will not excavate in such a manner as to leave dangerous and unsightly conditions on the premises as a result of the excavation.
25. Any portion of the Property that hereafter has the benefit of or is subject to a permit or approval for development under the Integrated Planning Overlay District (IPOD) or construction of a road, building or other structure may be removed from the terms and provisions of this Special Permit by (i) the vote or consent of the board, commission or other authority granting said permit or approval and (ii) written notice of said vote or consent being forwarded to the Board of Selectmen whereupon said portion of the Property shall be released from all restoration and other obligations imposed by this Special Permit.



**TOWN OF LANCASTER, MASSACHUSETTS
BOARD OF SELECTMEN
SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

Date of Public Hearing and Continuances: _____

Location of Hearing(s): _____

Notice of Hearing, Names of newspapers: *The Lancaster Times-*_____; *The Clinton Item -*
_____.

Date of Public Notice: _____

Certified List of Abutters: Attached

DECISION FINDINGS:

With respect to the Special Permit, the Board finds, after soliciting and reviewing comments from other Town boards, departments, agencies, staff, and interested persons that reasonable measures have been or will be taken to:

- (a) Ensure that all requirements applicable to the special permit are fulfilled;
- (b) That the specific site is an appropriate location for the uses proposed;
- (c) That there is safe access from roads adequate for the traffic expected, adequate parking is provided and internal circulation is adequate for emergency vehicles;
- (d) That the Board of Health requirements for water and sanitation arrangements will be followed;
- (e) That the use as developed and operated will not adversely affect the neighborhood;
- (f) That the purposes of the Bylaw are substantially met.



**TOWN OF LANCASTER, MASSACHUSETTS
BOARD OF SELECTMEN
SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

The Board of Selectmen, the Permitting Authority, hereby grants this Permit on behalf of the Town of Lancaster.

BOARD OF SELECTMEN:

Stanley B. Stymur Jr. Chairperson

Date: 8/9/17

XII. ON GOING PROJECTS & OLD BUSINESS

XIII. EXECUTIVE SESSION

ADJOURNMENT
