



**Hubbardston Select Board Meeting
October 16, 2023**

Notice is given as per the provisions of MGL Chapter 4, Section 27 that the Select Board of the Town of Hubbardston, Massachusetts, will convene a meeting at 6:30 p.m. October 16, 2023 at the Slade Building, 7 Main Street, Hubbardston, MA 01452 there and then to act on the following agenda:

- I. **Meeting Called To Order - 6:30 PM**
- II. **Open Session**
- III. **Communications, Announcements, Liaison Reports**
- IV. **[October 26, 2023 Special Town Meeting Hybrid Public Hearing](#)**
- V. **Consent Agenda**
 - A. Approval of Select Board Meeting Minutes
 - a. [September 5, 2023](#)
 - b. [September 18, 2023](#)
 - B. Resignations

NAME	POSITION	BOARD / DEPARTMENT	EFFECTIVE
Douglas Cormier	Economic Development Committee	Member	10/10/2023

- C. Signature Authorization Requests
 - a. Community Compact Award Contracts -
 - i. [\\$36,000 - Technological Efficiencies](#)
 - ii. [\\$40,000 - Workforce Training](#)

VI. New Business

- A. [November 7, 2023 Election Warrant](#)
- B. [Special Town Meeting Article Recommendations](#)

VI. Old Business

- A. [ARPA Update](#)
- B. [GrantMatch Contract](#)

VII. Town Administrator's Report

VIII. Policies to review

- A. Financial Policies
 - a. [Financial Management Policies](#)
 - b. [Financial Planning Policies](#)

IX. Matters not reasonably anticipated by the Chair

X. Public/Press Questions

XI. Adjournment

Upcoming Events:

October 18, 2023 - Economic Development Committee's Taste of Hubbardston

October 26, 2023 7:00PM - Special Town Meeting

November 7, 2023 Special State Senate Election

MEETINGS ARE RECORDED AND TELEVISED



Hubbardston
Massachusetts

CITIZENS GUIDE TO

SPECIAL TOWN MEETING

October 26, 2023
Hubbardston Center School
7:00 PM

CITIZEN'S GUIDE TO HUBBARDSTON SPECIAL TOWN MEETING

Welcome to the Citizen's Guide to Hubbardston Town Meeting!

Hubbardston's town meeting is where residents gather to discuss and vote on town issues. Participants include registered voters. The moderator runs the meeting by recognizing speakers and conducting votes. The select board sets the agenda by determining warrant articles. The warrant is the list of items to be voted on. Town officials and committees can also sponsor articles. The Finance Committee reviews and makes recommendations on articles. There are special and annual town meetings. Special meetings address pressing issues between annual meetings. The annual meeting handles the budget and major items. Each article is discussed before voting. Articles require a majority vote to pass.

Town meeting discussions allow residents to voice questions, concerns, and opinions on warrant articles prior to voting. This gives citizens a chance to gain clarity, provide input, and hear different perspectives on the issues impacting the town. Speakers at town meeting must be recognized by the moderator and follow rules of order and decorum. Votes are taken by vocal affirmation or having voters stand to be counted. Getting familiar with the town meeting process and key components is important for Hubbardston residents who want to actively participate in municipal government. This overview covers the main aspects of how town meeting functions in Hubbardston.

Participants:

Moderator: The town meeting is led by moderator René Lafayette, who is responsible for maintaining order, overseeing the proceedings, and ensuring fairness during discussions and voting.

Town Clerk: Town Clerk Candace Livingston keeps official meeting records, including minutes, and assists in verifying voters' eligibility.

Select Board: The Select Board members are elected officials representing the town's interests and often present and support proposals during meetings.

Town Officials: Various town officials, such as department heads and board chairs, may attend the meeting to present reports, answer questions, or provide updates.

Town Residents: Any registered voter in Hubbardston is encouraged to attend and participate in the town meeting. Residents can speak, ask questions, and vote on issues.



Language

ARTICLE 1. To see if the Town will vote to amend the vote taken under Article 7 of the June 2023 Annual Town Meeting by increasing or decreasing the amounts to be appropriated for the various Town Departments , to meet the salaries and compensation of Town Employees, and Town Officers, as provided by MGL Ch. 41 §108, expenses, and outlays of the Town Departments, and other sundry and miscellaneous, but regular, expenditures necessary for the operation

PURPOSE	AMOUNT
General Government	\$663,494.72
Public Safety	\$1,544,102.48
Public Works	\$898,033.21
Human Services	\$35,117.00
Culture and Rec	\$91,753.00
Debt	\$127,110.00
Indirect Costs	\$893,850.00
TOTAL	\$4,253,460.41

of the Town for Fiscal Year 2024 (July 1, 2023 through June 30, 2024) as printed in the attached Appendix A, but not including funding for the Montachusett Regional Vocational Technical School District assessment or the Quabbin regional School District budget, such that the total to be raised and appropriated from taxation is decreased to \$4,253,460.41 and the amount to be transferred from FY23 Free Cash is decreased to \$92,752 , and further, to accept and expend Federal and State Funds to offset certain salaries or expenses and outlay; or take any other action relative thereto.

Review

Article 1 aims to amend Article Seven of the 2023 Annual Town Meeting to address budget shortfalls this fiscal year. Increased costs for the School District assessment and insurance premiums have strained the budget. To meet these financial obligations without reducing long-term services, the we have identified one-time funds that can be reallocated on a temporary basis.

These purpose-specific, one-year funds will cover the increased costs for this fiscal year. Importantly, reallocating these funds will not require permanent cuts to essential services or tapping into FY24 Free Cash reserves at this time. This is a stopgap measure to get through the current fiscal year while protecting critical services going forward.

The Administration & Finance Team emphasizes that, within this proposal, no reductions will be made to essential services this year. The reallocated funds are temporary and limited to FY24. As we look ahead to FY25, the Town continues exploring sustainable options to address ongoing budget issues. The goal remains efficient delivery of key services to residents.

STM Proposed Budget Reallocations			
Account	Amount In	Amount Out	Notes
Fire Wages		-\$2,000.00	A fire longevity stipend of \$2000, originally intended to be paid in fiscal year 2024, was inadvertently paid early in fiscal year 2023.
Debt		-\$50,000.00	Originally, \$50,000 was set aside to make an additional debt payment, hoping to reallocate the funds for new capital debt in FY25. However, due to the dire financial situation, these funds will unfortunately need to be used for the operating budget instead. This results in all expired FY24 debt being reallocated within the operating budget, diverging from the town's scheduled best practices.
Assessor Services		-\$2,000.00	The newly hired Assessors Clerk was brought on with a stipend \$2,000 less than what was originally budgeted for the role.
Veterans Benefits		-\$14,000.00	Currently there are no Chapter 115 benefit-eligible veterans in the town. Since there are no new applicants at this time, the funds budgeted for this reimbursable account in the current fiscal year can be reallocated
Liability Insurance	\$12,280.00		Assessment came in significantly higher post ATM
Education	\$69,640.79		Remainder of QRSD FY24 Assessment
DPW		-\$13,920.79	DPW has been operating 2 employees down. They are now fully staffed.
TOTAL	\$81,920.79	-\$81,920.79	

Article 2

Submitted by the Select Board
Majority Vote Needed

Language

Article 2: To see if the Town will vote to amend the vote taken under Article 9 of the June 2023 Annual Town Meeting by increasing the amount raised and appropriated or transferred from available funds to \$5,820,065 to pay its share of the Quabbin Regional School System District assessment for Fiscal Year 2024, or take any action relative thereto.

Review

This warrant article seeks to amend the vote under Article 9 at the June 2023 Annual Town Meeting, which originally appropriated funds for the Town's share of the FY2024 Quabbin Regional School District assessment. This article proposes increasing the amount for the district assessment to \$5,820,065 in order to fully fund Hubbardston's apportioned share for FY2024. The amendment ensures the Town meets its full fiscal obligation to the Quabbin Regional School District for the upcoming fiscal year 2024.

Article 3

Submitted by the Select Board

Majority Vote Needed

Language

Article 3: To see if the Town will vote to amend the vote taken under Article 11 of the June 2023 Annual Town Meeting by decreasing the sum appropriated for the salaries, benefits, committee stipends and other operating expenses of the Hubbardston Cable Advisory Committee for Fiscal Year 2024 from \$40,000 to \$30,000, or take any other action relative thereto.

Review

At the June 2023 Annual Town Meeting, Article 11 allocated funding for the Hubbardston Cable Advisory Committee's expenses for both FY23 deficits and FY24 operations. This warrant article seeks to amend that vote by decreasing the FY24 allocation to \$30,000 specifically for the salaries, benefits, stipends, and operating expenses of the Cable Advisory Committee in that fiscal year. The \$30,000 would be transferred from the PEG Access and Cable Related Fund. This separates the FY23 and FY24 allocations into two distinct warrant articles, remedying the situation.

Article 4

Submitted by the Select Board

Majority Vote Needed

Language

ARTICLE 4. To see if the Town will vote to appropriate the sum of \$14,354.93 from the PEG Access and Cable Related Fund for the payment of prior year invoices for the salaries, benefits, committee stipends and other operating expenses of the Hubbardston Cable Advisory Committee for Fiscal Year 2023, ; or take any other action relative thereto.

Review

Early in FY23, the Cable Commission approved purchasing new equipment for the Cable Operations, which the Cable Director purchased and paid for out of pocket. The amount transferred at Annual Town Meeting 2023 was insufficient to cover FY23 operating costs, salaries, benefits, stipends, and new equipment expenses. This warrant article would authorize transferring \$14,354.93 from the PEG Access and Cable Related Fund to retroactively reimburse the account deficit. No tax payer funds are used for cable operations.

Article 5

Submitted by the Select Board

Majority Vote Needed

Language

Article 5. To see if the Town will vote to transfer the sum of \$6,991 from Free Cash to pay the Town's share of a pump replacement at the Hubbardston Center School including all costs incidental and related thereto; or take any other action relative thereto.

Review

Over the summer, the Quabbin Regional School District contracted service to repair a failed pump in the water system at Hubbardston Elementary School, at a cost of \$3,019. Further repairs, including installation of a new motor, seal, and transmitter pump at a cost of \$6,990.99 were required to restore redundancy to the two-pump system. The Quabbin Regional School District requests reimbursement from the Town of Hubbardston for this \$6,990.99 repair cost, as required by the Regional Agreement for costs over \$5,000.

Article 6

Submitted by the Select Board / Treasurer Collector

Majority Vote Needed

Language

ARTICLE 6. To see if the Town will vote to accept Massachusetts General Law Chapter 200A, Section 9A (Disposition of abandoned funds by city or town; notice of period during which funds may be claimed; city treasurer authorized to hear claims; appeal; disbursement), as printed below:

Section 9A. (a) In any city, town or district that accepts this section in the manner provided in section 4 of chapter 4, there shall be an alternative procedure for disposing of abandoned funds held in the custody of the city, town or district as provided in this section

b) Any funds held in the custody of a city, town or district may be presumed by the city, town or district treasurer to be abandoned unless claimed by the corporation, organization, beneficiary or person entitled thereto within 1 year after the date prescribed for payment or delivery; provided, however, that the last instrument intended as payment shall bear upon its face the statement "void if not cashed within 1 year from date of issue".

(After the expiration of 1 year after the date of issue, the treasurer of a city, town or district may cause the financial institution upon which the instrument was drawn to stop payment on the instrument or otherwise cause the financial institution to decline payment on the instrument and any claims made beyond that date shall only be paid by the city, town or district through the issuance of a new instrument. The city, town or district and the financial institution shall not be liable for damages, consequential or otherwise, resulting from a refusal to honor an instrument of a city, town or district submitted for payment more than a year after its issuance.

(c) The treasurer of a city, town or district holding funds owed to a corporation, organization, beneficiary or person entitled thereto that are presumed to be abandoned under this section shall post a notice entitled "Notice of names of persons appearing to be owners of funds held by (insert city, town or district name), and deemed abandoned". The notice shall specify the names of those persons who appear from available information to be entitled to such funds, shall provide a description of the appropriate method for claiming the funds and shall state a deadline for those funds to be claimed; provided, however, that the deadline shall not be less than 60 days after the date the notice was either postmarked or first posted on a website as provided in this section. The treasurer of the city, town or district may post such notice using either of the following methods: (1) by mailing the notice by first class mail, postage prepaid, to the last known address of the beneficiary or person entitled thereto; or (2) if the city, town or district maintains an official website, by posting the notice conspicuously on the website for not less than 60 days. If the apparent owner fails to respond within 60 days after the mailing or posting of the notice, the treasurer shall cause a notice of the check to be published in a newspaper of general circulation, printed in English, in the county in which the city or town is located.

(d) In the event that funds appearing to be owed to a corporation, organization, beneficiary or person is \$100 or more and the deadline as provided in the notice has passed and no claim for the funds has been made, the treasurer shall cause an additional notice, in substantially the same form as the aforementioned notice, to be published in a newspaper of general circulation in the county in which the city, town or district is located; provided, however, that the notice shall provide an extended deadline beyond which funds shall not be claimed and such deadline shall be at least 1 year from the date of publication of the notice.

(e) Once the final deadline has passed under subsection (d), the funds owed to the corporation, organization, beneficiary or person entitled thereto shall escheat to the city, town or district and the treasurer thereof shall record the funds as revenue in the General Fund of the city, town or district and the city, town or district shall not be liable to the corporation, organization, beneficiary or person for payment of those funds or for the underlying liability for which the funds were originally intended.

appropriation for any other public purpose. In addition to the notices required in this section, the treasurer of the city, town or district may initiate any other notices or communications that are directed in good faith toward making final disbursement of the funds to the corporation, organization, beneficiary or person entitled thereto.

Prior to escheat of the funds, the treasurer of the city, town or district shall hear all claims on funds that may arise and if it is clear, based on a preponderance of the evidence available to the treasurer at the time the claim is made, that the claimant is entitled to disbursement of the funds, the treasurer shall disburse funds to the claimant upon receipt by the treasurer of a written indemnification agreement from the claimant wherein the claimant agrees to hold the city, town or district and the treasurer of the city, town or district harmless in the event it is later determined that the claimant was not entitled to receipt of the funds. If it is not clear, based on a preponderance of the evidence before the treasurer at the time of the claim that the claimant is entitled to disbursement of the funds, the treasurer shall segregate the funds into a separate, interest-bearing account and shall notify the claimant of such action within 10 days. A claimant affected by this action may appeal within 20 days after receiving notice thereof to the district, municipal or superior court in the county in which the city, town or district is located. The claimant shall have a trial de novo. A party adversely affected by a decree or order of the district, municipal or superior court may appeal to the appeals court or the supreme judicial court within 20 days from the date of the decree.

If the validity of the claim shall be determined in favor of the claimant or another party, the treasurer shall disburse funds in accordance with the order of the court, including interest accrued. If the validity of the claim is determined to be not in favor of the claimant or another party or if the treasurer does not receive notice that an appeal has been filed within 1 year from the date the claimant was notified that funds were being withheld, then the funds, plus accrued interest, shall escheat to the city, town or district in the manner provided in this section.

If the claimant is domiciled in another state or country and the city, town or district determines that there is no reasonable assurance that the claimant will actually receive the payment provided for in this section in substantially full value, the superior court, in its discretion or upon a petition by the city, town or district, may order that the city, town or district retain the funds.

Review

Treasurer Collector Markowski has requested that Section 9A be added to Chapter 200A of the Massachusetts General Laws (MGL CH200A S9A) be accepted and included in the Special Town Meeting Warrant.

This section of the MGL provides a procedure for Municipal Treasurers to dispose of funds held by the Town that are considered abandoned or unclaimed. This process is referred to as "tailings."

Tailings allows Town Treasurers to have a more timely and efficient process for dealing with unclaimed funds. These can include uncashed payroll checks, uncashed accounts payable checks, and certain tax overpayments where the property owner cannot be located.

By adopting this statute, it allows for a faster and more streamlined process for handling unclaimed or abandoned funds. It enables the Treasurer, after making several attempts to notify the intended recipient, to transfer these funds into the Town's General Fund.

Without adopting this measure, the Town would have to follow the annual reporting guidelines of the MA Unclaimed Property Division. This includes following a three-year dormancy period for unclaimed funds, using due diligence to notify recipients, and escheating (transferring) the funds to the State annually.

By adopting Section 9A, the Town will be able to retain and make use of these unclaimed funds rather than transferring them to the State. The Treasurer is requesting that Town Meeting approve adding this to the Town's policies.

Questions?



Nathan R. Boudreau, Town Administrator
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admin@hubbardstonma.us



Candace M. Livingston, Town Clerk
978-928-1400 x202
tclerk@hubbardstonma.us



SELECT BOARD MEETING MINUTES September 5, 2023 SLADE BUILDING

Attendance:

Members Present: Jeff Williams – Chair, Katie Young – Vice Chair, Peter Walker–Member, Kris Pareago - Member

Staff Present: Nathan Boudreau – Town Administrator,

Members absent: Member Heather Munroe

Additional Attendees: Donald Blood and guests, Mike Stoll

Session opened at: 6:30 pm Chair Williams reminded everyone that the meeting is being recorded.

Announcements, Communications, Liaison Reports – Vice Chair Young stated that the Dinghy Dash went really well. There were 11 boats that came out. There were a lot of younger kids who came out to participate. Mike Stoll took first place for adults. Everyone did well. This past weekend, there was a Fall Festival at Plain View Farm. There were a lot of local vendors there and would highly recommend it for next year. This Saturday is the 26th annual 5K at 9 am. There is still an opportunity to participate. On the 16th from 9am – 2 pm the Lion's will be hosting Field Day at the Rec Field. September 23rd is the Town Wide Yard Sale. If anyone would like to be on the map, please email hubbardston250@hubbardstonma.us, put townwide yard sale in the subject line. Your name will not be posted. Only your address. It is free to be on the map and the maps are free as well. September 30 there will be a bottle and can drive at the rec field from 8am – 12:00 pm.

Consent Agenda: Chair Williams read the consent agenda. There are minutes from August 7, 2023, Police Dept. Transfer of Funds, Resignation of Mark Kresge, Wage authorizations for Donald Blood for Police Sergeant, and Travis Brown for DPW Director.

Motion made to accept the Consent Agenda by K. Young. 2nd by P. Walker. Discussion: None. All in favor. Yes – 4. No – 0. Motion Passed.

Ceremonial Swearing in of Sergeant Donald Blood- Chair Williams thanked everyone for coming out tonight to be a part of the swearing in ceremony of Sergeant Donald Blood. Chief Couture started off by explaining the process of this promotion. There was a written exam and an oral interview given by three chiefs from Southern Worcester County. There were two internal candidates who went through the process. Sergeant Blood scored a 93 out of 100. These items were what the promotion was based off of. Sergeant Blood spoke and stated he was thankful for the opportunity. Sergeant Blood was then sworn in by Town Clerk Candace Livingston.

Quorum Reduction Discussion: TA Boudreau asked the Select Board if everyone had the chance to read the document from legal counsel. The Select Board did read the document. TA Boudreau stated that he is looking for a vote to see if this is something the Select Board would like to move forward with initiating the process, calling the moderator, etc and this would have to be done until the COVID act is over. If the Select Board wanted to make this quorum of 9 residents across the board, they would need to amend the bylaws which would be a 2/3 vote at town meeting, then sent to the attorney general's office and the state legislature. TA Boudreau read the letter for the record from Caroyn Murray, of K.P Law.

Hi Nate, The quorum reduction provisions of Chapter 22 of the acts of 2022 for town meeting remain in effect through March 31, 2025. This statute provides Section 15, notwithstanding Section 13 of chapter 39 of the general laws or any other general or other special law charter provision, ordinance, or bylaw to the contrary. A town may act by vote with select board or board of selectmen in consultation and with the approval of the Town Moderator to prescribe the number of voters necessary to constitute a quorum at any town meeting held during the outbreak of the 2019 novel coronavirus, also known as COVID 19 and subsequent variants at a number that is less than the number that would otherwise be required by law, town bylaw or town charter provided however that the number of voters necessary to constitute a quorum will not be less than 10% of the number that would otherwise be required. The Select Board or Board of Selectmen shall publish notice of its intention to consider an adjustment of town meeting quorum requirements under this section not less than 7 days before the vote of the Select Board or the Board of Selectmen. The Select Board or Board of Selectmen shall provide for adequate means of public access that will allow interested members of the public to clearly follow the deliberations of the Select Board or Board of Selectmen on making a quorum adjustment as those deliberations are occurring. Not less than 10 days after a vote of the Select Board or the Board of Selectmen to adjust the quorum requirements under this section, the town clerk shall notify the Attorney General of the adjusted quorum requirement. All actions taken pursuant to this section are hereby ratified, validated, and confirmed..... As noted above to reduce the quorum, the Select Board needs to consult with the moderator and provide at least 7 days' notice of the meeting at which the Select Board will discuss its intention to adjust the quorum and even vote to reduce the quorum. The statute requires that this notice be published but does not specify whether that is satisfied by a local paper, website or bulletin board at the town hall. In my opinion, publication in a local paper would be preferred but any of these means providing notice is likely acceptable. Please note that the 7 day notice in addition to posting the Select Board meeting in accordance with the Open Meeting Law. Please also note that whatever number the quorum is reduced to cannot be less than 10% of the number that would otherwise be required. If the Select Board votes majority votes only to reduce the quorum, the Town Clerk must notify the Attorney General within 10 days. Please let me know if you have any other questions.

TA Boudreau stated he did ask Ms. Murray that this is only during this Covid period and Ms. Murray stated yes, and if the Select Board wanted to go further, it would have to be by amending the charter or general bylaws. TA Boudreau stated that the formal vote tonight would be to motion to have TA Boudreau and the Town Clerk seek a time that would work with the moderator and advertise at least 7 days ahead of that, that the meeting would take place. Member Pareago stated that the whole purpose of this is to be able to function as a board as he feels they don't want to be chasing quorums. Member Pareago stated that the Select Board puts out the information for the Town Meeting time and time again and feels they are chasing their tails to get people to these meetings when they shouldn't have to do that. Member Pareago feels that reducing the quorum will increase participation but if not, it will provide the Select Board with the ability to make decisions the first time at the meeting where they can't get the 50 person quorum. Member Walker asked if this has been an ongoing problem. Vice Chair Young stated that she remembers once in the last four years that the Select Board needed to call residents the night of the meeting to get a quorum. Although she understands what Member Pareago is

saying she doesn't think it is a good idea and is highly against this. Vice Chair Young stated that she believes it is good to have gone through council to see how to do this correctly but there is a difference between doing it correctly and how it is perceived. Vice Chair Young stated that if this passes and there is only a 10 person quorum needed and all things pass, it won't go over well. Member Pareago asked why is it a concern of theirs and who is to blame if this happens, it is the citizens of the town who have been more than well informed. Member Walker stated he sees both sides, but feels the residents will show up with all the financial items that are coming up. Chair Williams stated that he supports Member Pareago as far as changing the quorum but the Town Clerk gave Chair Williams some numbers and stated he is not comfortable with 9 as a quorum. Chair Williams stated that there are 3,520 registered active voters. Population is 4203. Chair Williams did some math and it isn't sitting well with him. When you get into smaller numbers, this could work or it could bite the Select Board. This would make it so only 5 people would be able to make a major decision that would affect the whole town. Chair Williams stated you need 35 people to represent just 1% of the registered voters but he is not comfortable with a quorum of 9. Member Walker stated he personally feels 9 is too low. Member Young stated she wants nothing to do with this and her vote would be no. More discussion ensued. Chair Williams asked the Select Board if they would like to move forward with this issue to have the moderator here. TA Boudreau will invite the moderator to the next Select Board meeting.

Open Town Meeting Warrant: Chair Williams asked for a motion to open the Town Meeting Warrant effective this evening. TA Boudreau stated that in tonight's packet there is a complete schedule of the Town Meeting process.

Motion made to open the town warrant as of tonight, September 5, 2023 by K. Young. 2nd by K. Pareago. Discussion: None. All in favor. Yes – 4. No – 0. Motion Passed.

KP Law FY24 rate increase and FY24 contract - There was a rate increase for the contract with K P Law. The legal bill will be more depending on how many hours the town uses their services. Also, K P Law is offering free trainings which TA Boudreau has been taking advantage of and has one scheduled for the 14th.

Motion made to accept the FY24 rate increase and the FY24 contract for K P Law by K. Young. 2nd by P. Walker. Discussion: None. All in favor. Yes – 4. No – 0. Motion passed.

Old Business: NONE

TA Report: TA Boudreau started by thanking Mark Kresge for his time here as he was able to straighten out issues in the Land Use Department and the work that he has done has been a great help to the town. TA Boudreau hopes Mr. Kresge will continue to serve on town committees. There have been continued conversations regarding the Town Center Project which has resulted in TA Boudreau and the engineer's for the projects getting together and walking to various locations and all but one or two issues has been resolved. TA Boudreau met with Interim Superintendent Mucha, Director Clark, Principal Cook, and Building Commissioner Duffy and did a walk through of Hubbardston Center School. The point of this walk through was to get an idea of capital needs in order to get the school be a part of capital improvement program. The hope is to walk through yearly to get a facilities report and be aware of what needs are coming up. The Boards and Committee's summit is coming up on September 14th at 6 pm in the Senior Center. KP Law will be giving a presentation on Open Meeting Law. Town Clerk, Candace Livingston, will be there presenting on posting and trainings to be done by the Board's and Committee's. This will also be an opportunity for the Chair's or members of the committee's or board's to update one

another of what is going on in their world. TA Boudreau has launched a Community Choice Capital Program. He has not received any submissions as of yet. Hubbardston Fire gave an end of August update on Facebook. They have had 526 calls for service this year and this is above every other year with four months to go. Chief Couture stated the bus drop off has been going smoothly. The Dinghy Dash went well and TA Boudreau thanked Vice Chair Young for all the hard work put into this event. TA Boudreau is asking the resident's to take part in getting their information into the reverse 911 system that the town uses. TA Boudreau continued to go through his report. A full copy of TA Boudreau's report can be found on the Town of Hubbardston's website.

Policies to Review: None

Matters not reasonably anticipated by the chair: Chair Williams asked TA Boudreau if the board can get a report of what shape the town is in, in regards to equipment, salt and personnel. Vice Chair Young stated that she doesn't think the community realized just how much the Fire Dept and Police Dept goes above and beyond for residents and anyone who comes into the community and just wanted to make sure that they were recognized.

Motion made to adjourn at 7:50 pm by K. Young 2nd by P. Walker. Discussion: None. All in favor. Yes – 4. No – 0. Motion passed.

Respectfully Submitted by:

Toni Walker
Executive Assistant



SELECT BOARD MEETING MINUTES
September 18, 2023
SLADE BUILDING

Attendance:

Members Present: Jeff Williams – Chair, Katie Young – Vice Chair, Heather Munroe – Clerk, Peter Walker–Member, Kris Pareago - Member

Staff Present: Nathan Boudreau – Town Administrator,

Members absent:

Additional Attendees: Ed Blanchard, Katie Alden, Tanner Cormier, Rosemary Southwick, Jocelyn Deneen, Michael Dunphy, Elizabeth Sechoki, Jassy Bratko, Colleen Mucha, Rita Colwell, Rene Lafayette, Paul Flagg, Nicole Flynn, Jeremiah Woodward, Joshua Proville, Sarah Nichols.

Session opened at: 6:30 pm Chair Williams reminded everyone that the meeting is being recorded.

Announcements, Communications, Liaison Reports – Vice Chair Young stated that on September 9th, the library held their annual 5K. They raised \$3,500 and there were 77 participants. Field Day was September 16th. The turnout was good, there was great music and the residents made the most out of the day even though the weather was not very cooperative with the rain. This coming weekend is the town wide yard sale. There will be a list of participating residents online as well as at Mr. Mike's. It starts at 7 am. On September 30th, there will be a bottle and can drive for the boy scouts at the rec field from 8 am – noon. The following weekend, there will be a costumed fun run which will also benefit the boy scouts. Nonesuch night will be on October 7th with a rain date of October 8th. There will be food from 4 pm – 7 pm and the Lego movie will be shown at dusk. There will be s'mores and popcorn for sale as well.

TA Boudreau asked if the Select Board would take Item A from Old Business earlier and Chair Williams agreed.

QRSD Chiller Intermunicipal Agreement – Chair Williams thanked the Interim Superintendent for coming in and working with the Select Board with regards to the Chiller Intermunicipal Agreement. Interim Superintendent Mucha stated that she is going to the Oakham Select Board meeting tonight to get their signatures on this agreement and will be having the last Select Board sign it on October 2nd.

Motion made to sign the IMA for the QRSD Chiller by K. Young. 2nd by H. Munroe. Discussion: None. All in favor. Yes – 5. No – 0. Motion Passed.

Quorum Reduction Discussion with Town Moderator:

Chair Williams stated that the Select Board will have an opportunity to speak on this matter and then he will open it up to the audience at which time they will be given 2 minutes to speak.

The Town Moderator, Renee Lafayette, joined the Select Board at the table.

Chair Williams stated that there has been some misinformation going on around town and he hopes that this meeting will clear some of that up.

Chair Williams then read a statement that stated that the Select Board is not trying to pull a fast one over on anyone, they have not passed or decided to pass the quorum for town meeting to 9 people. Chair Williams continued and spoke to what the Select Board is. The Select Board members are citizens and tax payers in Hubbardston, they are mothers, fathers, husbands, wives, who care and love deeply their tiny town of Hubbardston. The Select Board serves and gives their time freely, trying to do what is right and best for the citizens they serve in the Town of Hubbardston. The Select Board is duly elected for three-year terms. All members of the Select Board are equal, each has only one vote. If any Select Board member has a question or concern and want to discuss it, it will be put on the agenda for discussion. Not all items on the agenda require or lead to a vote. Chair Williams then opened up discussion to the Select Board.

Clerk Munroe stated that the conversation of the quorum came up in a meeting and it was a concern to make sure people came out and participated. Clerk Munroe stated that when Interim TA Nixon was here, many citizens would complain regarding not being aware of Town Meetings and the Select Board began working with Interim TA Nixon and set up a code red reverse call to let citizens know about the meeting and have done a lot with social media. The major point of this discussion was to see what could be done to get citizens to come out to these meetings. Clerk Munroe stated that after getting information regarding past elections and how many residents attended, she realized there really wasn't a problem getting people to attend. From Clerk Munroe's perspective, she is comfortable leaving the quorum where it is. Member Pareago stated that he is the one who brought forward the idea of reducing the quorum to 9.

Member Pareago stated that it is disappointing to him to see that people are not involved and are not interested. He stated that the Select Board are not denying anyone a vote, but that residents aren't showing up. Member Pareago's idea was to lower the quorum so they could have timely and efficient meetings.

Chair Williams stated that the quorum right now is 50 and that is 1.4% of the voting population. Chair Williams stated that he has a hard time with less than 1% of the voters making decisions for the town.

Member Walker stated that there was no vote for the quorum as of yet and after seeing the numbers, he is comfortable keeping the quorum at 50.

Vice Chair Young stated that she doesn't think the quorum should change. Vice Chair Young understands the numbers and would like to see more people attending these meetings. There are emails, phone

calls, mailers, posts on different social media as well as on electronic signs to alert the residents of the upcoming meetings. Vice Chair Young is against using any COVID mechanism to change the quorum. She feels if any change is made to the quorum, it should be put up to a vote at a town meeting and let the residents decide.

Moderator Lafayette stated that if the goal was to bring this to the forefront and make people think about town meeting and the future of Hubbardston, the Select Board has been successful. Moderator Lafayette has received much correspondence from the residents and it has all been negative. Moderator Lafayette has reviewed the video of September 5th video, and said he is a firm believer of if it's not broke, don't fix it. Moderator Lafayette stated that maybe it's time for a different approach and change the date of the annual and special town meetings to a Saturday and make it 10:00 in the morning. Vermont makes town meeting the social highlight of the year. Moderator Lafayette stated that even an option to have a MART bus pick them up. Moderator Lafayette stated that he does not agree to lowering the quorum under the COVID mechanism and that attendance at and participation in the annual and special town meeting is the heart of a civically healthy and transparent, vibrant community. Moderator Lafayette opened it up to any questions.

Chair Williams stated there will be no action taken this evening.

Joceyln Deneen stated that she would like to thank TA Boudreau for the noticeable transparency since he has been here. Ms. Deneen stated that she is dead set against reducing the quorum, but stated if you wanted to get more voters out to these meetings, the Select Board should think of increasing the required number for a quorum.

Paul Flagg also stated that using the COVID mechanism for reducing quorum raised a lot of red flags for not only himself but for many others in the community.

Jassy Bratko stated that she would like to express her dismay at even suggesting this. Ms. Bratko stated it is undemocratic and never thinks coercion of any type is an appropriate method. Jeremiah Woodward stated that maybe changing it to Saturday would be helpful and beneficial to a lot of families.

TA Boudreau stated that a Special Town Meeting can be held on any day but the if the Select Board was to change the Annual Town Meeting date it would require changing a bylaw.

Elizabeth Suchocki asked if the quorum reduction was passed by the Select Board and the Moderator, is there a state overlook to see if that is appropriate.

TA Boudreau stated that it would have to go to the Select Board, Moderator and then the Attorney General's Office. The Attorney General looks to make sure it was all done appropriately and is an extra layer of protection for the residents.

Ed Blanchard asked Member Pareago, now that he has heard all the comments and gotten all the feedback, what does he think about lowering the quorum.

Member Pareago stated that he still thinks the quorum should be lowered. Member Pareago stated that he has heard a lot of reasons as to why people can't make the meeting but it's one meeting a year and wants to know why people need to be coaxed or lured to come.

Member Pareago stated that what he is hearing now is that people need to be bribed and coaxed to come to town meeting and he doesn't think that they should have to do it. Mr. Blanchard stated that he thinks Member Pareago is misrepresenting the problem because statistics don't show that.

Discussions ensued with residents voicing their opinions regarding reducing quorum to 9 and can be found on the town website under meetings.

Motion made that the Select Board continues to support the 50 residents quorum that is currently in place by H. Munroe. 2nd by K. Young. Discussion: None. All in favor. Yes – 4. No – 1 (K. Pareago). Motion Passed.

Moderator Lafayette stated that he would like to make a strong exception to a comment that was made about him at the September 5th meeting. In discussing the quorum reduction proposal, a member stated, "Maybe he's very frustrated, maybe he's not frustrated. Maybe he doesn't care. He's getting paid anyway." Moderator Lafayette stated he'd like to make clear to the Select Board, all residents that are here and any who may be watching later that he does care about Hubbardston. He and his wife chose to live here and he expresses that by serving as town moderator which he views as an honor and privilege. Moderator Lafayette continued to let the Select Board know what he has done and how he cares for the town and the residents in this town.

Chair Williams took a 10-minute recess to allow residents to leave if they chose to do so.

Chair Williams reconvened the meeting.

Grant Match Presentation: This company was a no show. There will be no presentation or discussion.

Consent Agenda: Chair Williams read the consent agenda. There are minutes from July 20, 2023 which is the Select Board's working session. Wage authorization for Treasurer/Collector Mary Markowski and Benjamin Goodband DPW Driver/Laborer as well as an appointment for Connie Strittmatter to the Cultural Council.

Motion made to accept the Consent Agenda by K. Young. 2nd by H. Munroe. Discussion: None. All in favor. Yes – 5. No – 0. Motion Passed.

New Business:

Close October 26, 2023 Special Town Meeting Warrant:

TA Boudreau stated that he had this warrant open for the past two weeks to the general public as well as staff.

Motion made to close the October 26, 2023 Special Town Meeting Warrant by K. Young. 2nd by H. Munroe. Discussion: Member Munroe asked about this meeting being on a Thursday. TA Boudreau stated that it made sense with Town Clerk Livingston's schedule with elections. Member Pareago asked about Article 5 which is \$7,500 for a pump replacement. TA Boudreau stated this is a rough draft and there will be more discussion. This amount was what Quabbin Representatives said that we would need to come up with. All in favor: Yes – 5. No – 0. Motion Passes.

Motion made to sign the Special Senate Election Primary Warrant by K. Young. 2nd by H. Munroe. Discussion: None. All in favor. Yes – 5. No – 0. Motion Passed.

TA Report :

TA Boudreau stated that there were no applicants for the General Bylaw Review Committee and he is requesting that he hold off until the charter noted 2027.

The Fire Department and DPW Crews were able to lend mutual aid to the towns of Princeton and Leominster and he was thankful for their willingness to go above and beyond.

The Capital Improvement Projects are due by September 28th.

The Veteran's Service Officer has office hours on Thursday's from 10:30 am – 12:00 pm. TA Boudreau has been working with VSO Wright to find ways to work with the community and help their needs.

Currently, TA Boudreau is putting together a Green Community Grant Application which would update the Library's HVAC system as well as lighting for the school.

The Hubbardston Lion's Club asked to save the date of October 1st which is a Sunday at 4:00 pm as they will be hosting a dedication ceremony for the Pavilion at Curtis Rec Field.

TA Boudreau would also like to recognize the Fire Department for their swift actions in putting out a propane truck fire last week.

TA Boudreau stated that he is almost done with the budget forecast.

The full version of this report is available on the website.

Policies to Review: None

Matters not reasonably anticipated by the chair: TA Boudreau stated that there was good attendance at the Open Meeting Law training held by TA Boudreau, Town Clerk Livingston and Carolyn Murray from KP Law.

Motion made to adjourn at 8:10 pm by H. Munroe. 2nd by K. Young. Discussion: None. All in favor. Yes – 5. No – 0. Motion passed.

Respectfully Submitted by:

Toni Walker
Executive Assistant

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Hubbardston (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF
Legal Address: (W-9, W-4,T&C): 7 Main Street Unit 3, Hubbardston, MA 01452	Business Mailing Address:
Contract Manager: Nathan Boudreau	Billing Address (if different):
E-Mail: admin@hubbardstonma.us	Contract Manager: Jennifer McAllister
Phone: (978) 928-1400 Fax:	E-Mail: mcallisterj@dor.state.ma.us
Contractor Vendor Code: VC6000191837	Phone: 617-626-3838 Fax:
Vendor Code Address ID (e.g. "AD001"): (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): RFR/Procurement or Other ID Number:
<input checked="" type="checkbox"/> NEW CONTRACT	<input type="checkbox"/> CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>36,500</u> .	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L.c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026, to the Town of Hubbardston for the costs associated with: development of a strategy to prioritize technology investments to increase efficiency.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of two (2) years from the signing date of the contract with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on [COMMBUYS](#).

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the [three \(3\) letter MMARS Code](#) assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#).)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own

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expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c.30, § 39R](#); [G.L. c.149, § 27C](#); [G.L. c.149, § 44C](#); [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27 and § 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C, G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during

performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c.153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYs subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation

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shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#); and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

[Executive Order 481](#). [Prohibiting the Use of Undocumented Workers on State Contracts.](#) For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

[Executive Order 130](#). [Anti-Boycott.](#) The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

[Executive Order 346](#). [Hiring of State Employees By State Contractors](#) Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

[Executive Order 444](#). [Disclosure of Family Relationships With Other State Employees.](#) Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

[Executive Order 504](#). [Regarding the Security and Confidentiality of Personal Information.](#) For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

[Executive Orders 523, 524 and 526](#). [Executive Order 526](#) (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)), [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the Town of Hubbardston [“Grantee”] acting through its Chair of the Select Board.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$36,500 authorized under Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026 [“Act”] to the Town Hubbardston for the costs associated with: development of a strategy to prioritize technology investments to increase efficiency [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the Town of Hubbardston is for the costs associated with: development of a strategy to prioritize technology investments to increase efficiency.

The funds will allow the town to work with a consultant to explore the feasibility of using technological solutions and other related investments to increase the efficiency and effectiveness of town staff, including any potential cost-saving measures.

*****All project SCOPEs must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 126 of the Acts of 2022, Section 2B Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$36,500** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than two (2) years from the signing date of the contract.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than two (2) years from the signing date of the contract. Grantee will forfeit any remaining award unused after no later than two (2) years from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

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**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor’s behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor’s authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver’s licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor’s employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

_____ Date:
Signature

Title: Telephone:
Fax: Email:

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the “record copy” of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____(NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____(CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. **Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be



COMMONWEALTH TERMS AND CONDITIONS

considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name:

Title:

Date:

(Check One): Organization Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Hubbardston (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF
Legal Address: (W-9, W-4,T&C): 7 Main Street Unit 3, Hubbardston, MA 01452	Business Mailing Address:
Contract Manager: Nathan Boudreau	Billing Address (if different):
E-Mail: admin@hubbardstonma.us	Contract Manager: Jennifer McAllister
Phone: (978) 928-1400 Fax:	E-Mail: mcallisterj@dor.state.ma.us
Contractor Vendor Code: VC6000191837	Phone: 617-626-3838 Fax:
Vendor Code Address ID (e.g. "AD001"): (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): RFR/Procurement or Other ID Number:
<input checked="" type="checkbox"/> NEW CONTRACT	<input type="checkbox"/> CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>40,000</u> .	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L.c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026, to the Town of Hubbardston for the costs associated with preparing a succession plan.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of two (2) years from the signing date of the contract with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#).)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own

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expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c.30, § 39R](#); [G.L. c.149, § 27C](#); [G.L. c.149, § 44C](#); [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27 and § 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#), [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during

performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c.153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272](#), [Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111](#), [Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYs subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation

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shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#); and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. [Prohibiting the Use of Undocumented Workers on State Contracts.](#) For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. [Anti-Boycott.](#) The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. [Hiring of State Employees By State Contractors](#) Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. [Disclosure of Family Relationships With Other State Employees.](#) Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. [Regarding the Security and Confidentiality of Personal Information.](#) For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)), [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the Town of Hubbardston [“Grantee”] acting through its Chair of the Select Board.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$40,000 authorized under Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026 [“Act”] to the Town Hubbardston for the costs associated with: preparing a succession plan [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the Town of Hubbardston is for the costs associated with: preparing a succession plan.

The funds will allow the town to work with a consultant to explore the knowledge, skills, and competencies of current staff across departments and identify what additional training and/or professional development is needed to attract and retain talented staff and grow the competencies so staff are prepared to step into roles of increasing authority and responsibility.

*****All project SCOPEs must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 126 of the Acts of 2022, Section 2B Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$40,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than two (2) years from the signing date of the contract.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than two (2) years from the signing date of the contract. Grantee will forfeit any remaining award unused after no later than two (2) years from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#####

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____(NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____(CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. **Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be



COMMONWEALTH TERMS AND CONDITIONS

considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name:

Title:

Date:

(Check One): Organization Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.



COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
WARRANT FOR 2023 SPECIAL STATE ELECTION



Worcester SS.

To the Constables of the Town of Hubbardston:

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said Town of Hubbardston who are qualified to vote in State Elections to vote:

TUESDAY, NOVEMBER 7, 2023

from

7:00 A.M. to 8:00 P.M.

at

**Hubbardston Center School Gymnasium
8 Elm St**

for the following purpose:

To cast their votes in the Special State Election for the candidates of the following offices:

SENATOR IN GENERAL COURTWORCESTER & HAMPSHIRE DISTRICT

You are hereby directed to serve this warrant by posting attested copies thereof at: Hubbardston Center School, Town Office, U.S. Post Office, and Hubbardston One Stop Shop (Mr. Mikes Convenience) at least fourteen (14) days before the time of said election. Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of October 2023

Select Board

Jeffrey L. Williams

Kathryn V. Young

Kris E. Pareago

Heather M. Munroe

Peter J. Walker

Date of Posting: _____

Method: By Hand

By: _____
Constable

A True Copy, Attest:

_____ (Town Seal)
Candace M. Livingston, Town Clerk



TOWN OF HUBBARDSTON
Thursday, October 26, 2023 at 7pm
Hubbardston Center School

STABILIZATION: \$ 568,696.59
MUNICIPAL CAPITAL STABILIZATION: \$185,657.57
FREE CASH: \$542,924.00

Worcester, ss. To either of the Constables of the Town of Hubbardston in the County of Worcester, In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Hubbardston qualified to vote in elections and Town affairs to meet at the **Center School located at 8 Elm Street in said Hubbardston on Thursday, October 26, 2023 at 7 'o'clock** in the evening, then and there to act on the following articles:

ARTICLE 1. To see if the Town will vote to amend the vote taken under Article 7 of the June 2023 Annual Town Meeting by increasing or decreasing the amounts to be appropriated for the various Town Departments , to meet the salaries and compensation of Town Employees, and Town Officers, as provided by MGL Ch. 41 §108, expenses, and outlays of the Town Departments, and other sundry and miscellaneous, but regular, expenditures necessary for the operation of the Town for Fiscal Year 2024 (July 1, 2023 through June 30, 2024) as printed in the attached Appendix A, but not including funding for the Montachusett Regional Vocational Technical School District assessment or the Quabbin regional School District budget, such that the total to be raised and appropriated from taxation is decreased to \$4,253,460.41 and the amount to be transferred from FY23 Free Cash is decreased to \$92,752 , and further, to accept and expend Federal and State Funds to offset certain salaries or expenses and outlay; or take any other action relative thereto.

PURPOSE	AMOUNT
General Government	\$663,494.72
Public Safety	\$1,544,102.48
Public Works	\$898,033.21
Human Services	\$35,117.00
Culture and Rec	\$91,753.00
Debt	\$127,110.00
Indirect Costs	\$893,850.00
TOTAL	\$4,253,460.41

ARTICLE 2. To see if the Town will vote to amend the vote taken under Article 9 of the June 2023 Annual Town Meeting by increasing the amount raised and appropriated or transferred from available funds to **\$5,820,065** to pay its share of the Quabbin Regional School System District assessment for Fiscal Year 2024, or take any action relative thereto.

ARTICLE 3. To see if the Town will vote to amend the vote taken under Article 11 of the June 2023 Annual Town Meeting by decreasing the sum appropriated for the salaries, benefits, committee stipends and other operating expenses of the Hubbardston Cable Advisory Committee for Fiscal Year 2024 from \$40,000 to \$30,000, or take any other action relative thereto.

ARTICLE 4. To see if the Town will vote to appropriate the sum of \$14,354.93 from the PEG Access and Cable Related Fund for the payment of prior year invoices for the salaries, benefits, committee stipends and other operating expenses of the Hubbardston Cable Advisory Committee for Fiscal Year 2023, ; or take any other action relative thereto.

ARTICLE 5. To see if the Town will vote to transfer the sum of \$6,991 from Free Cash to pay the Town's share of a pump replacement at the Hubbardston Center School including all costs incidental and related thereto; or take any other action relative thereto.

ARTICLE 6. To see if the Town will vote to accept Massachusetts General Law Chapter 200A, Section 9A (Disposition of abandoned funds by city or town; notice of period during which funds may be claimed; city treasurer authorized to hear claims; appeal; disbursement), as printed below:

Section 9A. (a) In any city, town or district that accepts this section in the manner provided in section 4 of chapter 4, there shall be an alternative procedure for disposing of abandoned funds held in the custody of the city, town or district as provided in this section.

(b) Any funds held in the custody of a city, town or district may be presumed by the city, town or district treasurer to be abandoned unless claimed by the corporation, organization, beneficiary or person entitled thereto within 1 year after the date prescribed for payment or delivery; provided, however, that the last instrument intended as payment shall bear upon its face the statement "void if not cashed within 1 year from date of issue". After the expiration of 1 year after the date of issue, the treasurer of a city, town or district may cause the financial institution upon which the instrument was drawn to stop payment on the instrument or otherwise cause the financial institution to decline payment on the instrument and any claims made beyond that date shall only be paid by the city, town or district through the issuance of a new instrument. The city, town or district and the financial institution shall not be liable for damages, consequential or otherwise, resulting from a refusal to honor an instrument of a city, town or district submitted for payment more than a year after its issuance.

(c) The treasurer of a city, town or district holding funds owed to a corporation, organization, beneficiary or person entitled thereto that are presumed to be abandoned under this section shall post a notice entitled "Notice of names of persons appearing to be owners of funds held by (insert city, town or district name), and deemed abandoned". The notice shall specify the names of those persons who appear from available information to be entitled to such funds, shall provide a description of the appropriate method for claiming the funds and shall state a deadline for those funds to be claimed; provided, however, that the deadline shall not be less than 60 days after the date the notice was either postmarked or first posted on a website as provided in this section. The treasurer of the city, town or district may post such notice using either of the following methods: (1) by mailing the notice by first class mail, postage prepaid, to the last known address of the beneficiary or person entitled thereto; or (2) if the city, town or district maintains an official website, by posting the notice conspicuously on the website for not less than 60 days. If the apparent owner fails to respond within 60 days after the mailing or posting of the notice, the treasurer shall cause a notice of the check to be published in a newspaper of general circulation, printed in English, in the county in which the city or town is located.

(d) In the event that funds appearing to be owed to a corporation, organization, beneficiary or person is \$100 or more and the deadline as provided in the notice has passed and no claim for the funds has been made, the treasurer shall cause an additional notice, in substantially the same form as the aforementioned notice, to be published in a newspaper of general circulation in the county in which the city, town or district is located; provided, however, that the notice shall provide an extended deadline beyond which funds shall not be claimed and such deadline shall be at least 1 year from the date of publication of the notice.

(e) Once the final deadline has passed under subsection (d), the funds owed to the corporation, organization, beneficiary or person entitled thereto shall escheat to the city, town or district and the treasurer thereof shall record the funds as revenue in the General Fund of the city, town or district and the city, town or district shall not be liable to the corporation, organization, beneficiary or person for payment of those funds or for the underlying liability for which the funds were originally intended. Upon escheat, the funds shall be available to the city, town or district's appropriating authority for appropriation for any other public purpose. In addition

to the notices required in this section, the treasurer of the city, town or district may initiate any other notices or communications that are directed in good faith toward making final disbursement of the funds to the corporation, organization, beneficiary or person entitled thereto.

Prior to escheat of the funds, the treasurer of the city, town or district shall hear all claims on funds that may arise and if it is clear, based on a preponderance of the evidence available to the treasurer at the time the claim is made, that the claimant is entitled to disbursement of the funds, the treasurer shall disburse funds to the claimant upon receipt by the treasurer of a written indemnification agreement from the claimant wherein the claimant agrees to hold the city, town or district and the treasurer of the city, town or district harmless in the event it is later determined that the claimant was not entitled to receipt of the funds. If it is not clear, based on a preponderance of the evidence before the treasurer at the time of the claim that the claimant is entitled to disbursement of the funds, the treasurer shall segregate the funds into a separate, interest-bearing account and shall notify the claimant of such action within 10 days. A claimant affected by this action may appeal within 20 days after receiving notice thereof to the district, municipal or superior court in the county in which the city, town or district is located. The claimant shall have a trial de novo. A party adversely affected by a decree or order of the district, municipal or superior court may appeal to the appeals court or the supreme judicial court within 20 days from the date of the decree.

If the validity of the claim shall be determined in favor of the claimant or another party, the treasurer shall disburse funds in accordance with the order of the court, including interest accrued. If the validity of the claim is determined to be not in favor of the claimant or another party or if the treasurer does not receive notice that an appeal has been filed within 1 year from the date the claimant was notified that funds were being withheld, then the funds, plus accrued interest, shall escheat to the city, town or district in the manner provided in this section.

If the claimant is domiciled in another state or country and the city, town or district determines that there is no reasonable assurance that the claimant will actually receive the payment provided for in this section in substantially full value, the superior court, in its discretion or upon a petition by the city, town or district, may order that the city, town or district retain the funds.

You are hereby directed to serve this warrant by posting attested copies thereof at the Place of Meeting, Hubbardston Center School, Hubbardston One Stop Shop convenience store, the Town Office and the Post Office fourteen days, at least, before the day of said meeting. Hereof, fail not, and make due return of this warrant with your doings thereon to the Town Clerk at the time and place of meeting as aforementioned.

Given under our hands this 2nd day of October 2023:

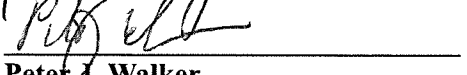
HUBBARDSTON SELECT BOARD


Jeffrey L. Williams



Kathryn V. Young


Heather M. Munroe


Kris E. Pareago


Peter J. Walker

A true copy, Attest:


Candace Livingston, Town Clerk

Date of Posting: Oct. 5, 2023

Method: Hand Delivered
By: Paul Sweeney, Constable



Office of the Town Administrator

Honorable Hubbardston Select Board
7 Main Street #3
Hubbardston, MA 01452

Subject: ARPA Update

Dear Members of the Select Board,

I am writing to provide an update on the status of Hubbardston's American Rescue Plan Act (ARPA) funds and other town financial matters.

Attached please find the most up-to-date breakdown of how the Town's ARPA funds have been allocated and spent to date. As discussed, we will need to allocate approximately \$7,000 at the next Annual Town Meeting to offset costs for town center easements that extend beyond when the ARPA funds expire.

Regarding the conduit work approved by the Select Board last summer, it appears no funding source was identified at that time. Now that we have received the bill, I recommend utilizing some of the ARPA funds left over, along with the previously earmarked for an open space project, to cover the remaining costs. Diverting these open space funds is not ideal, but seems to be the best option given our current financial situation. The open space committee could instead seek CPA funding for their project in the spring; as of now, the open space CPA account has around \$40,000 available. As winter approaches, and the project is still in planning phases, the finance team agrees this is the most reasonable approach.

Please let me know if you need any clarification or have additional questions. I am happy to discuss these matters further at your convenience. Thank you for your continued leadership of our town.

Thank you,

Nathan R. Boudreau, MPA
Town Administrator

ARPA Recap / Proposal

Total Federal Funds allocated	\$ 1,443,421.00
Interest Income to 9/30/2023	\$ 1,565.05
Total	\$ 1,444,986.05

Project Title	Who Paid	Amount
Community - Lost Revenue	Hubbardston Lions Club	\$ 23,000.00
Community - Lost Revenue	Go Green Manufacturing Inc	\$ 50,781.26
Community - Lost Revenue	Hair 4 You	\$ 15,950.00
Community - Lost Revenue	Hubb Town Diner	\$ 17,235.95
Community - Business Support	Go Green Manufacturing Inc	\$ 39,219.00
Community - Business Support	Hubb Town Diner	\$ 5,364.05
Community - Business Support	Giacomos	\$ 15,039.15
Community - Business Support	Plainview Farm	\$ 30,000.00
Total Community Support		\$ 196,589.41
Fire Department	Portable Radios	\$ 17,400.00
Police Department	Portable Radios	\$ 29,705.10
Fire/EMS Department	Ambulance	\$ 238,366.00
Total Public Safety		\$ 285,471.10
DPW	Agri-Metal Blower	\$ 7,675.00
DPW	Lombard Road Reconstruction	\$ 573,810.21
DPW	Rt 68 Improvements	\$ 67,527.07
DPW	Rt 68 Easiments	\$ 27,200.00
Total Public Works		\$ 676,212.28
Town Administrator	Town Center Electric Sign	\$ 48,259.00
Town Administrator	Premium Pay for Employees	\$ 48,775.00
Town Administrator	Laser Fiche Project	\$ 34,016.80
Town Administrator	Public Safety/Town Hall Feasibility Study	\$ 3,950.00
Various	Administrative Costs	\$ 3,010.00
Total General Government		\$ 138,010.80

Total Spent to 9/30/2023	\$ 1,296,283.59
Funds Remaining	\$ 148,702.46

Allocation for Remaining Funds		
Senior Deck Project		\$ 50,000.00
Ambulance Radios		\$ 7,192.46
Public Safety/Town Hall Feasibility Study		\$ 61,550.00
Mass DOT for Rt 68 town center		\$ 24,960.00
Open Space Trails		
Allocated for Remaining Funds		\$ 143,702.46
Unallocated		\$ 5,000.00



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbits-Nutt, Acting Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



September 14, 2023

Town of Hubbardston
7 Main Street – Box 3
Hubbardston, MA 01452
Attn: Town Administrator

Project Number - 608793

Project Description - HUBBARDSTON - HIGHWAY RECONSTRUCTION OF ROUTE 68 (MAIN STREET), FROM 1,000 FT NORTH OF WILLIAMSVILLE ROAD TO ELM STREET

Federal Project Number - STBG-0033(027)X

Dear Town Administrator:

The Massachusetts Department of Transportation – Highway Division, acting as engineer under the terms of the agreement with your town, hereby certifies that work in the value of \$46,920.00 has been performed for the period ending 8/12/2023 under contract #118479, and agreement #117874.

The Department's Construction section respectfully requests that the town of Hubbardston pay estimate 2, in the amount of \$24,960.00, in accordance with the Commonwealth's Bill Paying Policy – and General Payment Policies, directly to:

A. F. Amorello & Sons, Inc.
P.O. Box 277
Worcester, MA 01613

If you have any questions, please contact Marie-Denise Rufo at (857) 368-9122.

Sincerely,

Kostandin Theodhori
Director of Federal Aid Programming & Reimbursement Office

cc: Michael Hartnett, District 3 Construction Engineer



The Commonwealth of Massachusetts

MassDOT Highway Division

CONTRACT QUANTITY ESTIMATE

Agreement --Municipal Non Participating(Utilities)		Dollar Value : \$24,960.00
Estimate # : 2	Contractor : A F AMORELLO & SONS INC	NTP Date : 08/16/2022
Project # : 608793	Estimate Type : Partial	Contract Work Start Date : 09/23/2022
Contract # : 118479		Period End Date : 08/12/2023
District # : 3	Agreement Contract # : 117874	Original Completion Date : 06/16/2024
District Job # :		Current Completion Date : 06/16/2024
Requested Completion Date :		

Location : HUBBARDSTON, Roadway Reconstruction and Related Work along a Section of Route 68 (Main Street and Gardner Road)

Percentage of Dollar Value of Work Per Contractors Schedule : 99% **A: 6 B: 0 C: 1**

Item #	Description	Unit	Unit Price	Quantity This Estimate	Quantity To Date	Pay This Estimate	Total Value To Date
1	804.3 3 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC -(UL)	FT	\$60.00	176.000	422.000	\$10,560.00	\$25,320.00
1	811.22 ELECTRIC HANDHOLE - SD2.022	EA	\$1,800.00	8.000	12.000	\$14,400.00	\$21,600.00

New Items

Item #	Description	Unit	Unit Price	Quantity This Estimate	Quantity To Date	Pay This Estimate	Total Value To Date
--------	-------------	------	------------	------------------------	------------------	-------------------	---------------------

Item No. Hash Total: 1,615.5200

Quantity Hash Total: 184.000

I hereby certify, under penalties of perjury, that all estimate quantities of contract items and all work for which payment is hereby requested herein have been performed, in accordance with the provisions of this contract.

Approval Recommended: Steve Slamon Area Engr. (Print) [Signature] Area Engr. (Sign) 8/28/23 Date

Approval Recommended: Linda Terry ADCE (Print) [Signature] ADCE (Sign) Digitally signed by Linda Terry Date: 2023.08.31 12:25:55 -04'00' Date

Approved: _____ District Highway Director _____ Date

A F AMORELLO & SONS INC

Contractor

By (Auth. Signature)

[Signature] 8/18/23

Date

Quantities Checked*: H Valipour

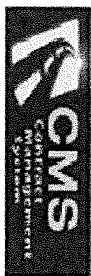
8/18/2023

Resident Engineer: Hassan Valipour

Date

* As to work performed when I was not personally present, to the best of my knowledge, the work performed and materials used are in conformance with the contract specifications.

Partial Estimate Report



Estimates Unit

General Contractor : _____ Period Ending : 08/12/2023

Estimate # : 2
Project # : 608793
Contract # : 117874
District # : 3
Location : HUBBARDSTON

NTP Date : 08/16/2022
Current Completion Date : 06/16/2024

Project Manager : SHAWN HOLLAND

Resident Engineer :

Description : ROADWAY RECONSTRUCTION AND RELATED WORK ALONG A SECTION OF ROUTE 68 (MAIN STREET AND GARDNER ROAD) - STBG-0033(027)X

PC = 1 PC Title = MUN/MUN HUBBARDSTON : NPTA-117874

Item #	Description	Unit of Measure	Bid Quantity	Original Projected Quantity	Unit Price	Quantity Thru This Estimate	Quantity Thru Previous Estimate	Quantity This Estimate	Total Value This Estimate
804.3	3 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC -(UL)	FT	430.000		\$60.00	422.000	246.000	176.000	\$10,560.00
811.22	ELECTRIC HANDHOLE - SD2.022	EA	11.000		\$1,800.00	12.000	4.000	8.000	\$14,400.00
Totals for PC : 1						434,000	250,000	184,000	\$24,960.00
Total Value PC 1 :						\$24,960.00			
Total Retainage PC 1 :						\$0.00			
Total Payment PC 1 :						\$24,960.00			

Contract Financial Status



Contract Management

General Contractor :

Period Ending : 08/12/2023

Project # : 608793

NTP Date : 08/16/2022

Contract # : 117874

Current Completion Date : 06/16/2024

District # : 3

Project Manager : SHAWN HOLLAND

Location : HUBBARDSTON

Resident Engineer :

Description : ROADWAY RECONSTRUCTION AND RELATED WORK ALONG A SECTION OF ROUTE 68 (MAIN STREET AND GARDNER ROAD) - STBG-0033(027)X

PC #1

Total

PC Title

MUNIMUN

Program/PARS Code

HUBBARDSTON :

Appropriation Code

NPTA-117874

Estimate Summary

1 Value of Work Done as of This Estimate	\$46,920.00	\$46,920.00
2 Value of Work Done as of Previous Estimate	\$21,960.00	\$21,960.00
3 Value of Work Done This Estimate(1-2)	\$24,960.00	\$24,960.00
4 Total Retainage Held as of This Estimate	\$0.00	\$0.00
5 Retainage Held as of Previous Estimate	\$0.00	\$0.00
6 Retainage Held This Estimate(4-5)	\$0.00	\$0.00
7 Reduction in Retainage to Date	\$0.00	\$0.00
8 Net Retainage Held(4-7)	\$0.00	\$0.00
9 Payment This Estimate(3-6)	\$24,960.00	\$24,960.00
Contract Summary		
10 Contract Bid Item Total	\$45,600.00	\$45,600.00
11 Bid Item Overruns (projected and/or final)	\$1,800.00	\$1,800.00
12 Bid Item Underruns (projected and/or final)	\$0.00	\$0.00
14 Projected Contract Total(10+11+12+13)	\$47,400.00	\$47,400.00
Contingency Summary		
15 Original Contingency	\$0.00	\$0.00
16 EWO's Using Contingency Funds	\$0.00	\$0.00
17 Remaining Contingency Funds	\$0.00	\$0.00

Massachusetts Department of Transportation - Highway Division
Agreement

Originating Office: Utilities

Agreement #: 117874

Agreement Type: Non-Participating Agreement

Project ID: 608793

Project/Location: Highway Reconstruction of Route 68 (Main Street)

Vendor/Party Name: Town of Hubbardston

Vendor/Party Address: 7 Main Street – Box 3

Hubbardston MA 01452

Orig. Max. Obligation: \$0.00

Completion Date/Duration OPEN

NTP Date: 06/01/2022

Federal Aid No. _____

Description:

Attached is the Non-Participating Agreements between the MassDOT and the Town of Hubbardston relative to certain roadway improvements, in conjunction with the subject project. Note, that by execution of this agreement, the Town will be responsible to pay for the actual bid costs for the items noted within the agreement. Following approval, one (1) copy should remain in the files of MassDOT and one (1) copy should be forwarded to the address above, attention: David G. Nixon- Acting Town Administrator

GR/kg

cc: Utilities, Construction, District 3 –Mohamed Zawahreh

Kostandin THEODHORI 05/23/2022

Submitted By:

Guy F Rezendes
Guy F Rezendes

Digitally signed by Guy F Rezendes
 Date: 2022.05.18 08:40:49 -04'00'

State Utility Engineer _____ Date _____

Brian M Kelleher Jr.
 Digitally signed by Brian M Kelleher Jr.
 Date: 2022.05.19 13:01:46 -04'00'
 State Construction Engineer _____ Date _____

John Caljouw _____ 5/20/22
 Budget **Leo F. Mooney IV**
 Digitally signed by Leo F. Mooney IV
 Date: 2022.06.09 15:01:58 -04'00'
 _____ Date _____

Contracts Manager _____ Date _____

Approved By:

Carrie Smalley _____ 6/1/2022
 Deputy Admin./Chief Engineer _____ Date _____

Owen P. Kane _____ 6/8/22
 _____ Date _____

General Counsel _____ Date _____

Not Required

Highway Administrator _____ Date _____

Not Required

Secretary/CEO _____ Date _____

From: [Bates, Matthew D. \(DOT\)](#)
To: admin@hubbardstonma.us
Cc: [Collins, Ryan \(DOT\)](#); [Rezendes, Guy F. \(DOT\)](#); [O'Neill, Dorothy A. \(DOT\)](#); [Pecci, Raymond A. \(DOT\)](#); [Holland, Shawn S. \(DOT\)](#); [Bondeson, Allen L. \(DOT\)](#); [Frawley, Joseph R. \(DOT\)](#); [Gorczyński, Jeffrey K. \(DOT\)](#); [Hartnett, Michael N. \(DOT\)](#); [Lorion, Barry J. \(DOT\)](#); [Nabulsi, Mohammed S. \(DOT\)](#); [Robida, James R. \(DOT\)](#); [Terry, Linda M. \(DOT\)](#)
Subject: Approval Notice: Non-Participating Agreement 117874
Date: Friday, June 10, 2022 1:32:00 PM
Attachments: [608793-117874 Non-Participating Agreement.pdf](#)

NON-PARTICIPATING AGREEMENT
NOTICE TO PROCEED

June 10, 2022

Town of Hubbardston
7 Main Street
Box 3
Hubbardston, MA 01452

Agreement Number: 117874
Action Item #: 6
Action Item Date: June 8, 2022

Dear Ryan McLane:

Enclosed is a signed copy of your non-participating agreement with the Massachusetts Department of Transportation, Highway Division.

This agreement is relative to a Non-Participating Agreement with regards to Highway Reconstruction of Route 68 (Main Street) in Hubbardston.

In accordance with the terms of this agreement, you are hereby notified to commence work on June 1, 2022.


This communication has been approved through the appropriate delegation.

Thank you,

Leo F. Mooney IV
Contracts Manager

Matt Bates | Contract Specialist II

MassDOT | Highway Division
Ten Park Plaza, Room 7360
Boston, MA 02116

 *Before printing, please consider the environment.*

The information contained in this communication, including any attachments, is confidential and may be legally privileged. It is intended only for the use of the addressee(s) named above, and may be exempt from public disclosure or subject to the attorney/client or work product privileges. If you are not an intended addressee, you are notified that any disclosure, distribution, copying, or action taken or omitted to be taken in reliance on this message is strictly prohibited and may be unlawful. If you receive this communication in error, please delete it and destroy all copies.

Agreement Number: 117874

Agreement made this 01 of June 2022, by and between the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, hereinafter called "MassDOT", and the MUNICIPALITY OF Hubbardston hereinafter called the "Municipality".

WHEREAS, MassDOT proposes Highway Reconstruction of Route 68 (Main Street), From 1,000 ft North of Williamsville Road to Elm Street (hereinafter referred to as the "Project"), in the Municipality of Hubbardston in said Commonwealth, and

WHEREAS, the Municipality desires MassDOT, in conjunction with the Project, Highway Reconstruction of Route 68. The contract items to install said improvements are attached and hereinafter called NON-PARTICIPATING WORK, and

WHEREAS, the plans and specifications for the said Project and the NON-PARTICIPATING WORK desired by the Municipality, meets with approval of the Municipality and are on file in records of MassDOT.

NOW THEREFORE, in consideration thereof, MassDOT and the Municipality hereby agree as to the apportionment of the work, the expense, ownership and future maintenance of the above-mentioned NON-PARTICIPATING WORK as follows:

DIVISION OF WORK

MassDOT, by its own contractor, will furnish on behalf of the Municipality necessary labor, materials, equipment and other services for the above-mentioned NON-PARTICIPATING WORK.

Preliminary estimates of items and quantities of work prepared by MassDOT which are necessary for the NON-PARTICIPATING WORK, is attached hereto and made a part hereof.

The terms of this agreement incorporate by reference the Project's construction contract special provisions and MassDOT's Standard Specifications for Highways and Bridges, as amended. The Municipality hereby agrees to be bound by any decision by MassDOT concerning the Standard Specifications and Special Provisions referenced.

Any and all approvals made by MassDOT during the Project's design review shall not relieve the Municipality's responsibilities for design errors and/or omissions that are related to the said Non-Participating Work.

DIVISION OF EXPENSE

In consideration of the benefits to be derived by the Municipality from the NON-PARTICIPATING WORK, the Municipality agrees to pay in amounts equal to the bid prices, of MassDOT's Contractor, for the actual quantities of the NON-PARTICIPATING WORK.

Pursuant to the applicable provisions of M.G.L. Chapter 44, the Municipality has appropriated or identified the funds necessary to construct the NON-PARTICIPATING WORK

The following costs relating to the above NON-PARTICIPATING WORK shall also be borne by the Municipality:

1. Extra work orders initiated at the request of the Municipality or its duly authorized official.
2. Claims for "changed conditions" pursuant to M.G.L. c.30§39N arising out of the NON-PARTICIPATING WORK. MassDOT shall promptly notify the Municipality upon receipt of such claims.
3. Interest charges on Contractor payments levied pursuant to M.G.L. c.30§39G.
4. Any and all construction increases that are related to the NON-PARTICIPATING WORK. The said cost increases shall include, but are not limited to (1) Extra work, (2) changed conditions, (3) traffic police, (4) item overruns, and (5) design errors and/or omissions.

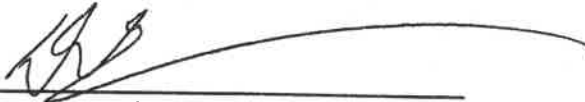
Payments to be made by the Municipality are to be made directly to MassDOT's Contractor at such times and in such amounts as specified in written orders from MassDOT to the Municipality.

FUTURE MAINTENANCE

The Municipality's representative shall be made available to attend MassDOT's final inspection of the Project. When all punch items identified as part of the final inspection are addressed to the satisfaction of MassDOT, MassDOT shall notify the Municipality in writing that the Project has been completed. Upon such date of notification, the Municipality shall be responsible hereafter for the maintenance and preservation for said NON-PARTICIPATING WORK including any additional work items undertaken in accordance with this Agreement.

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

MUNICIPALITY OF HUBBARDSTON



(Signature)

David Nixon

(Name-Printed)

Acting Town Administrator

(Title)

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION



CARRIE LAVALLEE, P.E.
CHIEF ENGINEER

**Massachusetts Department of Transportation
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE: VC

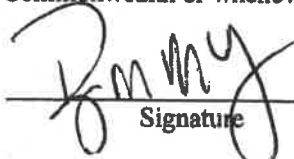
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Ryan McLane	Town Administrator

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.



Signature

Date: 17 May 2022

Title: Town Administrator Telephone: 978-928-1400 x.200

Fax:

Email: admin@hubbardstonma.us

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Massachusetts Department of Transportation
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE: VC

PROOF OF AUTHENTICATION OF SIGNATURE

It is a requirement of MassDOT to obtain authentication of signatures
for all signatories listed on the attached Contractor Authorized Listing

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Ryan McLane

Title: Town Administrator

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Laure J. Reed (NOTARY) as a notary public certify that I witnessed the signature of the
aforementioned signatory above and I verified the individual's identity on this date:

May 17, 20 22.

My commission expires on: October 11, 2024

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the
aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an
authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

Estimate #: 0
 Project #: 608793
 Contract #: 117874
 District #: 3
 Location: HUBBARDSTON
 Description: HIGHWAY RECONSTRUCTION OF ROUTE 68 (MAIN STREET), FROM 1,000 FT NORTH OF WILLIAMSVILLE ROAD TO ELM STREET - STBG-0033(027)X
 Contract #: 117874

General Contractor :

NTP Date : 08/16/2022
 Current Completion Date : 06/16/2024
 Project Manager : SHAWN HOLLAND
 Resident Engineer :

PC = 1 PC Title = MUN/MUN HUBBARDSTON : NPTA-117874

Item #	Description	Unit of Measure	Bid or Original Quantity	Current Projected Quantity	Unit Price	Quantity Thru This Estimate	Quantity Thru Previous Estimate	Quantity This Estimate	Total Value This Estimate
804.3	3 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC -(UL)	FT.	430.000	430.000	\$60.00	0.000	0.000	0.000	0.000
811.22	ELECTRIC HANDHOLE - SD2.022	EA	11.000	11.000	\$1,800.00	0.000	0.000	0.000	0.000
Totals for PC : 1									0.000
Grand Total :									0.000

General Contractor :
 Estimate # : 0
 Project # : 608793
 Contract # : 117874
 District # : 3
 Location : HUBBARDSTON
 Description : HIGHWAY RECONSTRUCTION OF ROUTE 68 (MAIN STREET), FROM 1,000 FT NORTH OF WILLIAMSVILLE ROAD TO ELM STREET - STBG-0033(027)X
 Period Ending :
 NTP Date : 08/16/2022
 Current Completion Date : 06/16/2024
 Project Manager : SHAWN HOLLAND
 Resident Engineer :

IC	#1	Total
IC Title	MUNIMUN HUBBARDSTON : NPFA-117874	
Program/PARS Code		
Appropriation Code		

Estimate Summary	Value	Amount
Value of Work Done as of This Estimate	\$0.00	\$0.00
Value of Work Done as of Previous Estimate	\$0.00	\$0.00
Value of Work Done This Estimate(1-2)	\$0.00	\$0.00
Total Retainage Held as of This Estimate	\$0.00	\$0.00
Retainage Held as of Previous Estimate	\$0.00	\$0.00
Retainage Held This Estimate(4-5)	\$0.00	\$0.00
Reduction in Retainage to Date	\$0.00	\$0.00
Net Retainage Held(4-7)	\$0.00	\$0.00
Payment This Estimate(3-6)	\$0.00	\$0.00
Contract Summary		
Contract Bid Item Total	\$45,600.00	\$45,600.00
1 Bid Item Overruns (projected and/or final)	\$0.00	\$0.00
2 Bid Item Underruns (projected and/or final)	\$0.00	\$0.00
† Projected Contract Total(10+11+12+13)	\$45,600.00	\$45,600.00

Contingency Summary	Amount
Original Contingency	\$0.00
EWO's Using Contingency Funds	\$0.00
7 Remaining Contingency Funds	\$0.00



GrantMatch

Government Funding Strategists



Government Funding Strategists

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- **\$250+ Million** in Tax, Grants, and Incentives secured for clients
- **50+ Staff** and offices **across North America**
- Powered by BigData, Machine Learning, and AI
- Delivered by real people!



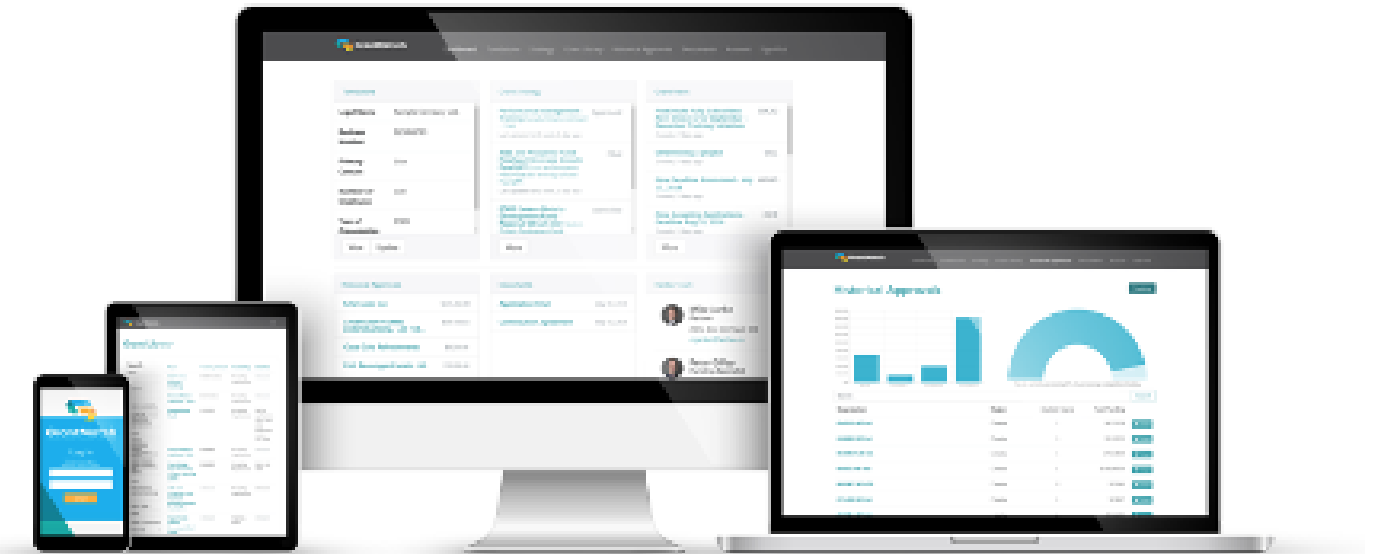
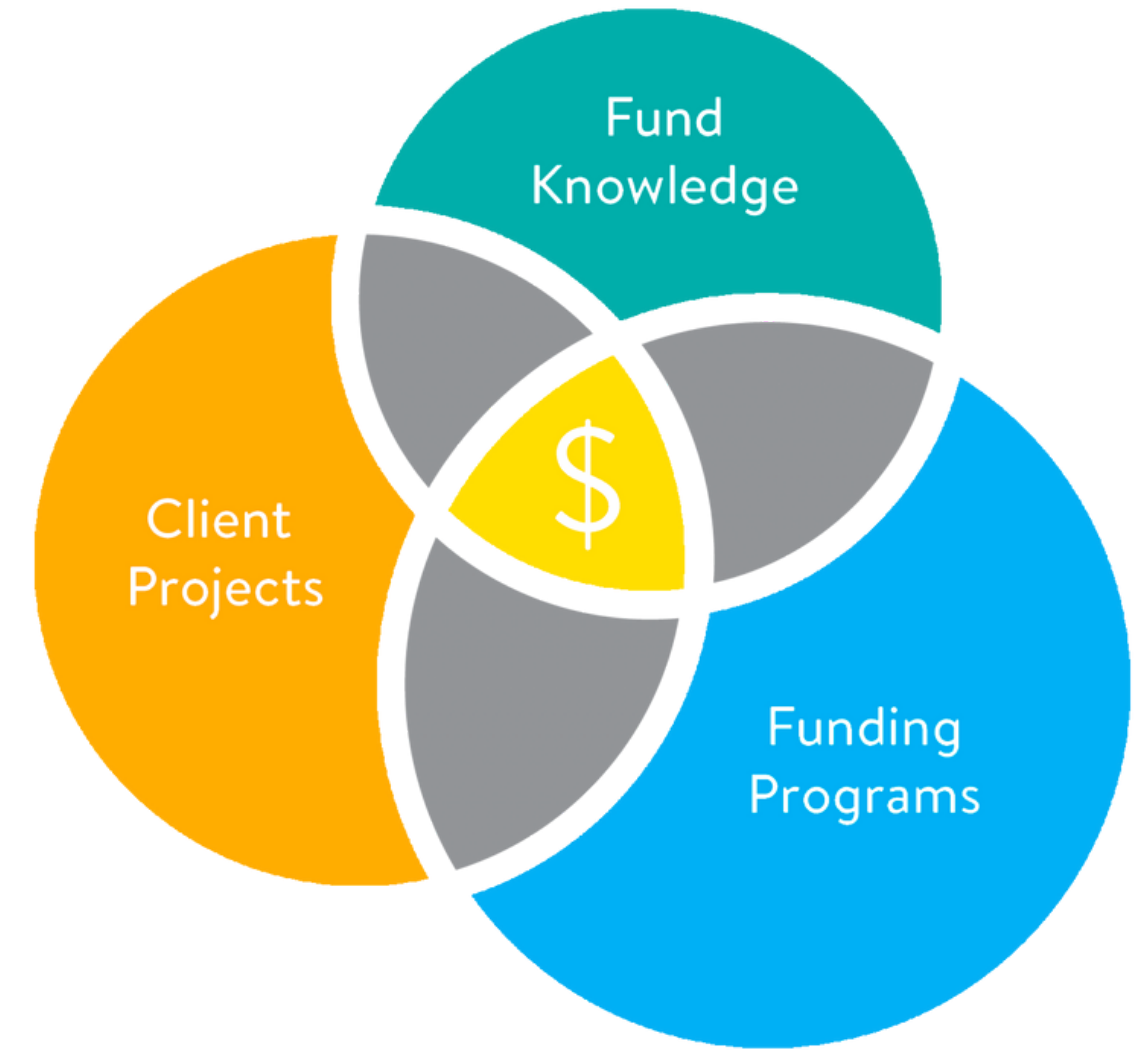
Experts in Municipal Funding

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The municipal funding sector presents a unique set of challenges. Municipal managers often take on many roles, making pursuing all grant opportunities across departments a daunting task. GrantMatch has the experience and knowledge to maximize your community's funding intake and record of approval.

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GrantMatch offers **subscription-based** solutions for communities seeking to leverage our proprietary grant library and strategy management software, the GrantMatch Platform™

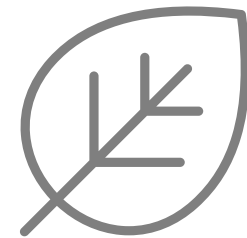


Municipal Funding Themes for 2023



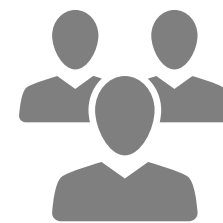
RECREATION

Funding for facilities and programming to support healthy and active communities.



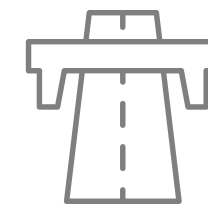
ENVIRONMENT

Funding to make your community greener and more sustainable.



HUMAN CAPITAL

Funding for skills development, training, job creation and more.



INFRASTRUCTURE

Funding to support roads, bridges, wastewater, facilities and more.



CULTURE

Funding for cultural spaces, heritage projects, festivals and more.

Competitive Benchmarking with the GrantMatch™ Platform

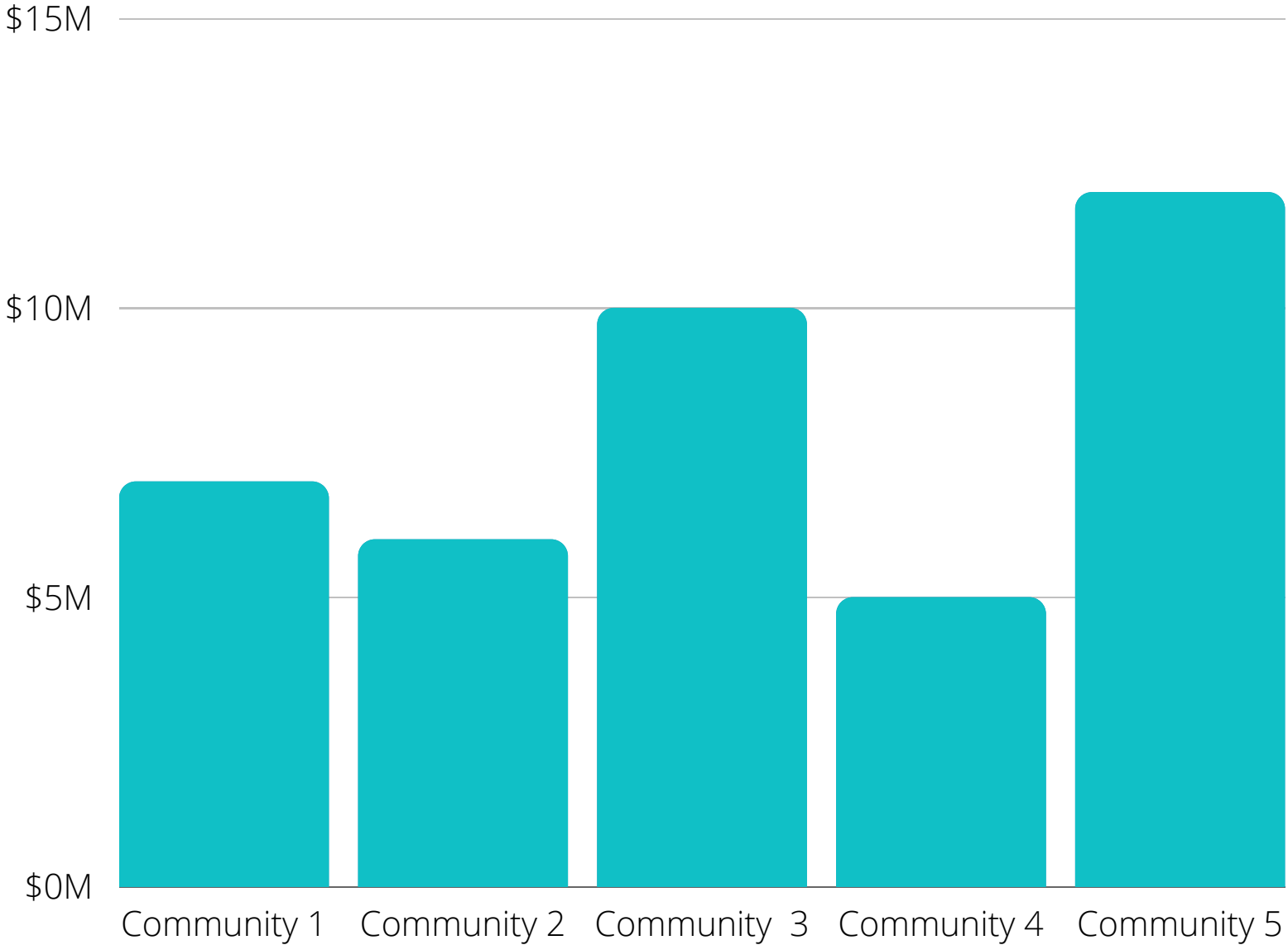


380k

Companies & Organizations

\$3.3t

In Government Funding



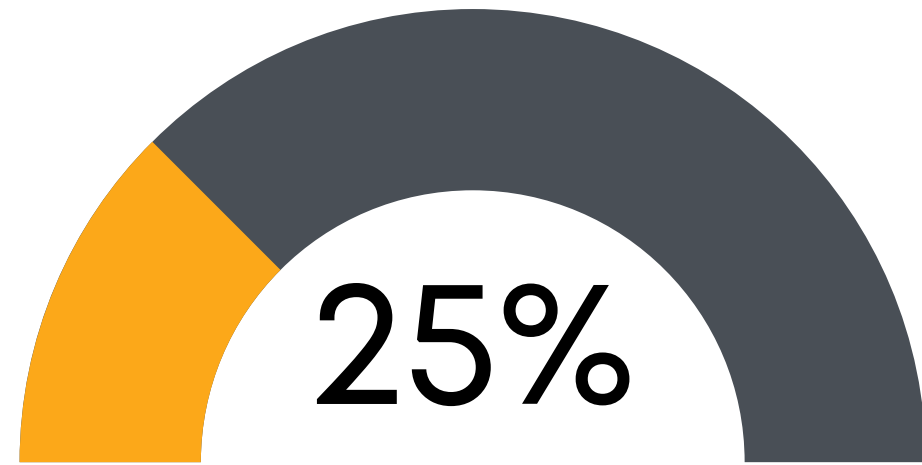
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Historical Grant Approval Records

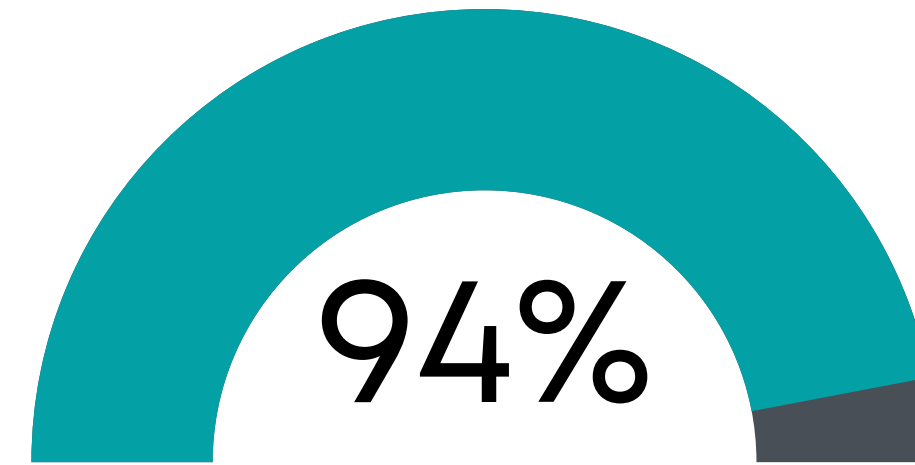
5,000+

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Application Success
Rate



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Approach Achieves the
Highest Success Rate



Premium Service Offering

Performance Contingency

For organizations seeking low risk, advanced strategy management support.

- Complex projects are estimated in advance and service is provided on an ongoing basis, as part of a proactive funding strategy
- Success Fee Structure - GrantMatch fees are a percentage of funding secured



GrantMatch

Government Funding Strategists

Contact

Michael Grach

GrantMatch Corp.

A: 403 Fifth Street, Lynchburg, VA 24504

W: us.grantmatch.com

E: mgrach@grantmatch.com



403 Fifth Street,
Lynchburg, VA
24504, USA

This Agreement Between:

GrantMatch, Inc.
(hereinafter called "GrantMatch")

And

Town of Hubbardston

(hereinafter called "the Client")

THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained the parties hereto agree as follows:

- 1. Services:** GrantMatch will develop and manage a proactive Government Funding application process which includes grant identification, funding program matching, grant strategy development, funding application development and writing, and compliance reporting support. GrantMatch is permitted to review the Client's relevant records and discuss with relevant staff (as directed by Client) in order to determine what, if any, possibility exists of securing Government Funding. The Client agrees to provide access to the relevant supporting documentation necessary to complete the work in a timely manner. For example, the following types of information will be requested in order to make application submissions: Business Numbers, Articles of Incorporation, Financial Statements, Equipment Quotes Etc.
- 2. Government Funding Identification:** The Client and GrantMatch agree to proceed with a review of the Client's existing and future projects with respect to potential filings. If the Client instructs GrantMatch not to proceed with an identified Government Funding application, the Client must state in writing the circumstances for not proceeding. If the Client subsequently elects to file said application as identified by GrantMatch, GrantMatch shall be entitled to fees in accordance with Section 3 of this Agreement.
- 3. Performance Service Fees:** In consideration of GrantMatch providing the above services, the Client will pay, per funding application approved by the government, or government agency, a tiered percentage, plus applicable sales taxes, as follows:
 - a) 10%** on the first \$1,000,000 of Government Funding approved and,
 - b) 5%** on the remaining Government Funding approved, greater than \$1 million

Fees will be invoiced upon receipt of written funding approval. Client will retain a 25% holdback, which will be invoiced upon the first receipt of government funding.

The first round of compliance reporting is included in the above contingency fee rate. Should the Client require subsequent compliance reporting, GrantMatch fees will be charged at a rate of \$100/hr.

Invoices are due within 15 days of invoice date. Invoices outstanding beyond 30 days will incur interest at the rate of 2% per month.

- 4. No Recovery:** In the event no Government Funding approval is obtained through the above services of GrantMatch, no fee shall be due or payable by the Client to GrantMatch.
- 5. Confidentiality:** GrantMatch shall keep confidential all information disclosed by the Client and will use this information solely for the services provided hereunder. The Client agrees to keep confidential the terms of this Agreement as they relate specifically to fee structures and payment terms.
- 6. Disclosure:** GrantMatch is permitted to use the Client's logo on GrantMatch marketing materials and communicate that the Client has utilized GrantMatch services. Should there be an opportunity for additional marketing material development that specifically involves the Client, GrantMatch will involve and seek approval prior to marketing distribution (i.e. Letters of Reference/Support, Success Stories, or Feature Articles).

Client Initial



403 Fifth Street,
Lynchburg, VA
24504, USA

- 7. **Errors & Omissions:** GrantMatch agrees to partner with the Client by providing ongoing grant management services for the term of the Agreement. GrantMatch will not be responsible for errors or omissions and expressly disclaims any and all liability in connection with the use of these services. GrantMatch does not guarantee all funding programs will be identified and/or pursued. GrantMatch will complete best efforts to maximize the Client’s total Government Funding.
- 8. **Agreement Term:** The Client and GrantMatch agree that the initial term of this Agreement is two (2) years from the date of this agreement, which shall automatically renew on an annual basis unless terminated in writing by either GrantMatch or the Client with 30 days prior written notice to the other party. If GrantMatch is actively developing a funding application, GrantMatch shall be permitted to complete the application until it is filed and earn the associated service fees specified in clause 3.
- 9. **Miscellaneous**
 - a) **Benefit of Agreement.** This Agreement shall inure to the benefit of and be binding upon the successors, assigns, administrators and legal personal representatives of the Client and GrantMatch, respectively.
 - b) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express implied or statutory between the parties other than as expressly set forth in this Agreement.
 - c) **Assignment.** This Agreement may be assigned by GrantMatch upon approval from Client, which will not be unreasonably withheld. All or part of this Agreement may be assigned by the Client to any person who acquires all or part of the Client's business and such assignee may enforce this Agreement as if such assignee was a party hereto.
 - d) **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
 - e) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia and the laws of the United States applicable therein.

AUTHORIZED SIGNATURE FOR THE CLIENT

Nathan Boudreau

NAME

TITLE

DATE SIGNED

DocuSigned by:
Dieter Eisbrenner

D9D89F734DE84A2...

AUTHORIZED SIGNATURE OF GRANTMATCH

Dieter Eisbrenner

NAME

President

TITLE



403 Fifth Street,
Lynchburg, VA
24504, USA

Appendix A

Government Funding:

Government Funding is defined as, but is not limited to: government grants, non-repayable contributions, tax incentives, tax credits, interest free loans and/or low-interest loans.

Funding Approval:

Funding Approval is defined as written approval from a government authority that specifies the approved amount.

Government Failed Projects:

Should the funding not be received as a result of the Government not fulfilling its obligations as specified in the contribution agreement, the associated service fees will be based on the Client's received amounts and a balance of payments will occur if necessary.

Client Initial _____



ANTIFRAUD POLICY

PURPOSE

To protect town assets and its reputation from misappropriation and abuse by creating an environment in which employees and citizens can report any suspicion of fraud, communicating the Town's intent to prevent, report, investigate, and disclose to proper authorities suspected fraud, abuse, and similar irregularities, and providing management with guidelines and responsibilities regarding appropriate actions in conducting investigations of alleged fraud and similar improprieties.

APPLICABILITY

This policy pertains to any suspected fraud, abuse, or similar irregularity against the Town. It applies to the Select Board, Town Administrator, School Committee and all other elected town officials; their appointees; all Town of Hubbardston employees, including all members of its Boards, Committees or Commissions; and to any other persons acting on behalf of the Town, such as vendors, contractors, consultants, volunteers, temporary, and casual employees, and grant sub-recipients.

POLICY

The Town is committed to protecting its revenue, property, information, and other assets from any attempt, either by members of the public, contractors, consultants, vendors, agents, or its own employees, to gain by deceit, financial or other benefits at the expense of taxpayers. Town officials, employees and other persons acting on behalf of the Town must, at all times, comply with all applicable policies, laws, and regulations. The Town will not condone any violation of law or ethical business practices and will not permit any activity that fails to stand the closest possible public scrutiny. The Town intends to fully, objectively, and impartially investigate any suspected acts of fraud or other similar irregularities regardless of the position, title, length of service, or relationship with the government of any party who may be the subject of such investigation.

Further, it is through this policy that the Town also seeks to protect all officials, employees and associated parties from false or erroneous allegations by providing them with sufficient knowledge and training relative to the Town's fraud prevention policies and procedures to ensure that they fully understand the culture of the environment they are operating within.

A. Definitions

Any person acting on behalf of the Town shall mean any person responsible for or to Hubbardston's government placed in that position by some official relationship with the Town.

Abuse can occur in financial or nonfinancial settings and refers to, but is not limited to:

- Improper use or misuse of authority
- Improper use or misuse of Town property, equipment, materials, records, or other resources
- Waste of public funds

Fraud or other irregularity refers but is not limited to:

- Any dishonest or fraudulent act
- Forgery or alteration of any document or account
- Forgery or alteration of a check, bank draft, or any other financial document
- Misappropriation of funds, securities, supplies, or other assets
- Impropriety in the handling or reporting of money or financial transactions
- Profiteering as a result of insider knowledge of Town activities
- Disclosing confidential or proprietary information to outside parties
- Accepting or seeking anything of material value from consultants, contractors, vendors, or persons providing services or materials to the Town
- Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment
- Any claim for reimbursement of expenses not made for the exclusive benefit of the Town
- Any computer-related activity involving the alteration, destruction, forgery, or manipulation of data for fraudulent purposes
- Any omissions and misrepresentations made in bond offering documents, presentations to rating agencies, and annual financial reports

B. Antifraud Responsibilities

Every employee has the responsibility to assist the Town in complying with policies and laws and in reporting violations. The Town encourages the support and cooperation of all employees in meeting the Town's commitment and responsibility to such compliance.

Town managers and officials are responsible for instituting and maintaining a system of internal controls to reasonably ensure the prevention and detection of fraud, misappropriations, and similar irregularities. Management should be familiar with the types of improprieties that could occur within their areas of responsibility and be alert for any indications of such conduct.

The Town Administrator has primary responsibility for investigating all activity defined in this

policy and will, to the extent practical, notify the Select Board of reported allegations of fraudulent or irregular conduct upon commencing the investigation. In all circumstances where there are reasonable grounds to indicate a fraud may have occurred, the Town Administrator, subject to the advice of Town Counsel, will contact the District Attorney's office and/or the Hubbardston Police Department. Upon concluding the investigation, the Town Administrator will report results to the Board of Select Board and others as determined necessary.

C. Disclosure

If the Town's investigation concludes that there was a violation of any federal criminal law involving fraud, bribery or gratuity potentially affecting a federal award, the Town Administrator will disclose such in writing to the federal awarding agency in compliance with the Office of Management and Budget's Omni Circular. Similarly, if there are findings of bond offering information falsification, the Town Administrator will disclose in writing to the bondholders.

PROCEDURES

The Town Administrator will create a set of procedures to cover all of the following at minimum:

1. Procedure and methods for reporting suspicions of fraud, abuse and other irregularities
2. Assignment of responsibilities in response to reported suspicions
3. Employee protections from retaliation
4. Security of investigation documents
5. Treatment of anonymous allegations and false allegations (intentional and unintentional)
6. Personnel disciplinary actions
7. Responsibilities around media contact
8. Training, education and awareness
9. Disclosure requirements and protocols

Upon completing these procedures, they should be referenced or appended to this policy.

1.) REPORTING

Employees should report suspected instances of fraud or irregularity to their immediate supervisor or their next appropriate management level. However, in certain circumstances, it may be appropriate for employees to report suspected instances of fraud or irregularity directly to the Town Administrator (If the alleged fraud has been committed by the Employee's supervisor.)

It is the responsibility of a supervisor or relevant manager to ensure that the suspicion of fraud and/or irregularity that is reported to them is reported as soon as practical to the Town Administrator. The written or verbal report should be sufficiently detailed and inclusive to ensure a clear understanding of the issues raised. In the event that the Town Administrator is the subject

of, or otherwise identified as involved in the acts underlying such report, the person making the report may notify and forward such report to the Town Administrator who will then lead the investigation and the Town Administrator shall immediately report such allegations to the Chairman of the Select Board.

Town employees are not to initiate investigations on their own. However, anyone may report suspected violations or concerns by letter to the Town Administrator and should indicate that he or she is an employee of the Town. The report should be sufficiently detailed and inclusive to ensure a clear understanding of the issues raised. Mark the envelope "Confidential and Private". It is the policy of the Town that anyone who reports a violation may make such report confidentially and offsite.

There shall be no retaliation by the Town's employees against any employee who makes a report pursuant to this policy even if after investigation the Town Administrator determines that there has not been a violation of any applicable Town policy, State or Federal laws and regulations or internal accounting controls. However, employees who make reports or provide evidence which they know to be false or, without a reasonable belief in the truth and accuracy of such information, may be subject to disciplinary action.

2.) ANONYMOUS ALLEGATIONS

The Town encourages individuals to put their names to allegations. Concerns expressed anonymously are difficult to investigate; nevertheless they will be followed up at the discretion of management. This discretion will be applied by taking into account the following:

- Seriousness of the issue raised;
- Credibility of the concern; and
- Likelihood of confirming the allegation.

3.) FALSE ALLEGATIONS

Employees or other parties must understand the implications (resources and costs) of undertaking investigations and should therefore guard against making allegations, which are false and made with malicious intent. Evidence of malicious intent will result in disciplinary action, and may include termination.

4.) TRAINING, EDUCATION AND AWARENESS

In order for the Policy to be sustainable, it must be supported by a structured education, communication and awareness program.

It is the responsibility of management to ensure that all employees and other parties, are made aware of, and receive appropriate training and education with regard to this Policy, and the related policies and procedures of the Town.

5.) INVESTIGATION

It is the Town Administrator's intent to fully investigate any suspected acts of fraud, abuse, or similar irregularity. An objective and impartial investigation will be conducted regardless of the position, title, length of service, or relationship with the Town of any party involved in such an investigation. In conducting investigations, the Town Administrator will consult with and receive guidance from the Town Attorney, the Hubbardston Police Department and others they identify.

6.) MEDIA ISSUES

Any staff person contacted by the media with respect to an audit investigation is encouraged to refer the media to the appropriate public communications official of the Town. The alleged fraud or audit investigation should not be discussed with the media by any person other than those trained to do so. The Town Administrator will consult with the management of the department involved and assist them in responding to any media requests for information or interview.

7.) REPORTING TO EXTERNAL AUDITORS

The Town Administrator will report to the external auditors of the Town all information relating to fraud investigations, in accordance with Statement on Auditing Standard 99 - Consideration of Fraud in a Financial Statement Audit, as issued by the Financial Accounting Standards Board.

8.) WHISTLEBLOWER PROTECTION

In addition to whistleblower protections provided by federal and state laws, this policy provides that retaliation against employees is prohibited.

A. Except as provided in subsection B of this section, no appointing authority or supervisor shall initiate or administer any disciplinary action, deny a promotional opportunity, write an adverse job performance evaluation or in any way adversely affect an employee on account of the employee's disclosure of information. This section shall not apply to:

1. An employee who discloses information that the employee knows to be false or who discloses information with disregard for the truth or falsity of the information.
2. An employee who discloses information from public records that are closed to public inspection pursuant to the Massachusetts Public Records Law.
3. An employee who discloses information that is confidential under any other provision of law.

B. It shall be the obligation of an employee who discloses information under this part to make a good faith effort to provide to their supervisor or appointing authority or the Town Administrator, the information to be disclosed prior to its public disclosure.

9.) SECURITY AND CONFIDENTIALITY

All work products of the Town Administrator's investigations, including but not limited to working papers, notes, interviews, and other information relating to investigations will not be shared, discussed, or given to anyone without an absolute need to know or pursuant to Court Order. The

Town Administrator will provide a secure environment for the storage of all work-in-process regarding investigations, subject to law.

REFERENCES

[M.G.L. c. 149 §185](#)

U.S. Office of Management and Budget's [Omni Circular](#) issued December 2013

EFFECTIVE DATE

This policy was adopted November, 2018.



DISBURSEMENT POLICY

PURPOSE

To ensure that cash is disbursed only upon proper authorization for valid expenditures and payroll and are supported by the appropriate documentation.

APPLICABILITY

This policy applies to the job responsibilities of the Town Accountant, Treasurer/Collector and the role of the Town Administrator in approving warrants. It further applies to all department heads, officials, and employees who work for the Town and have spending authority.

POLICY

The Town of Hubbardston will release disbursements for accounts payable and payroll only after warrants are duly signed and approved by the Town Administrator. The Town Accountant shall be responsible for reviewing payroll submissions and accounts payable vouchers for accuracy, supporting documentation, compliance with procurement laws and policies, and proper department approvals before including them on a warrant. Petty cash is maintained by the Treasurer/Collector and the Town Clerk for the purposes of making change for cash paying customers. The Treasurer/Collector shall be responsible for disbursing all authorized payments by check, bank transfer, or direct deposit.

A. Responsibilities

Departments must:

- Verify sufficient funds are available in the appropriate account(s)
- Submit accounts payable vouchers with original receipt(s) and invoice(s)
- Indicate account(s) to be charged
- Include only current fiscal year charges
- Supply supporting documentation that procurement requirements have been met
- Prepare a payroll summary based on employees' signed time sheets, including rate of pay, hours worked, pay type earned (e.g. regular, overtime, detail, etc.), and accrued time used (e.g., vacation, personal or sick)

- Obtain the department head's original signature, stamp signatures are not allowed, on each accounts payable and payroll voucher submission

Please note: elected and appointed boards that serve as the department head authorized to expend town funds must approve vendor and payroll submissions. The committee may delegate this approval authority, by vote, to one of its members, who shall make available to the board, at the first meeting following such action, a record of such actions. This task may also be designated to a department assistant by having the board/commission sign an "authorized signature" form each fiscal year.

Town Accountant:

- Review each submission for completeness and accuracy
- Verify it is a legal purpose, the appropriate account(s) charged, and funds are available
- Confirm proper documentation supplied and authorized signature affixed to each submission
- Return submission lacking proper funding, documentation and authorization to appropriate department, indicating the reason
- Prepare and sign the warrant for the Town Administrator's approval

Town Administrator:

- Review each warrant submitted for approval
- May examine payroll, invoices, and backup documentation
- May direct inquiries to the Town Accountant on particular submissions
- Sign warrant

Treasurer/Collector:

- Reviews detailed warrant and verifies that no outstanding amounts are due from any listed individuals and/or vendors
- Holds back check(s) written to a payee with a liability to the Town, applies it to the amount due the Town, and issues a net check to the recipient for any remaining balance
- Disburses all authorized payments by check, bank transfer, or direct deposit

B. Petty Cash

The Treasurer/Collector and Town Clerk keep a small amount of cash in their offices for the sole purpose of making change for cash paying customers.

C. Unpaid Bills of the Prior Year

Departments will submit expenses for the current fiscal year. In the event a department submits a charge for a prior fiscal year, the Town Accountant may not pay it from the current appropriation. A town meeting vote is required before payment is authorized for a prior year

bill. If there is an insufficient appropriation in the fiscal year in which such bills were incurred, a 9/10th special town meeting or 4/5th annual town meeting vote is required before payment is authorized.

D. Emergency Disbursement

As a rule, all disbursements are made through the warrant process. However, in an emergency or extenuating circumstance where payment must be made to a vendor outside of the normal warrant process, the Town Accountant may process a special warrant.

E. Audit

All approved warrants are subject to audit by the Town's independent auditor.

REFERENCES

M.G.L. c, 41, §§41, 41A, 41B, 41C, 42, 43, 52, 56 M.G.L. c 44, §§56, 58, 64 M.G.L. 30B

EFFECTIVE DATE This policy was adopted November, 2018.



FINANCIAL MANAGEMENT TEAM POLICY

PURPOSE

To maximize the effectiveness of financial practices, a formal, financial management team helps promote optimal coordination of interdepartmental activities and long-term planning. Through regular team meetings, the Town Administrator gains insight into progress on fiscal objectives and a valuable analytical resource for budget decision making. An additional benefit of the financial management team approach is institutional continuity during times of employee turnover in financial offices. A final benefit of a financial management team approach is to cross-train employees to gather a better understanding of municipal finance.

Team meetings open lines of communication among finance officers and reinforce awareness of their interdependence. These meetings help team members identify critical junctures, consider strategies to deal with anticipated areas of concern, and establish agreement about goals, deadlines, and common objectives.

APPLICABILITY

This policy applies to the Town Administrator, Town Accountant, Treasurer/Collector, and Town Clerk.

POLICY

The Town establishes a Financial Management Team consisting of the Town Administrator, Town Accountant, Treasurer/Collector, and Town Clerk. The Town Administrator will schedule meetings of the team at least quarterly and will do so more frequently when necessary. Agenda topics will include:

- Status of projects requested by the Town Administrator or the Select Board
- Review of revenue and expenditure reports and analysis of cash flow
- Financial forecasting (e.g., discussion of new growth, fees, etc.)
- Analysis of capital funding projects/sources
- Creating and reporting on corrective action plans in response to management letter citations by the independent auditor

- Reviewing the effectiveness of internal controls and proposing internal audits
- Coordinating submissions to the Division of Local Services, Massachusetts Department of Revenue
- Reviewing quarterly reports
- Preparing for the annual budget process
- Preparing for town meetings

REFERENCES

Division of Local Services Best Practice: *Financial Management Team*

EFFECTIVE DATE

This policy was adopted: October 2018



GRANT MANAGEMENT POLICY

PURPOSE

To ensure Hubbardston efficiently and appropriately manages its grant-funded programs, this policy sets a framework for evaluating grant opportunities, tracking grant activity, and processing grant revenues and expenditures. Effective grant management helps promote the pursuit of grants that are in the Town's best interest and assure timely reimbursements to optimize cash flow, and to guard against year-end account deficits. As a legal contract, every grant agreement must be fulfilled in accordance with its prescribed terms and conditions, as well as all applicable federal, state, and local regulations. Failure in this regard exposes the Town to legal and financial liabilities and compromises future grant funding.

APPLICABILITY

This town-wide policy applies to the grant project managers in each department applying for or receiving grant funding. It further applies to the grant-related responsibilities of the Select Board, Town Administrator, Town Accountant, and Treasurer.

POLICY

All departments are encouraged to solicit grant funding for projects and programs consistent with the Town's goals. All municipal grant applications in excess of \$10,000 must receive pre-approval by the Select Board. To be eligible for pre-approval, there must be sufficient staff available to effectively administer the grant program and perform its required work scope, along with adequate matching requirements (both cash and in-kind).

No department shall expend grant funds until a fully executed grant agreement has been accepted and approved for expenditure by the Select Board. Further, no grant funds shall be used to supplant an existing expense for the purpose of diverting current funds to another use.

Operating departments through their designated grant project manager(s) have primary responsibility for seeking grant opportunities, preparing applications, and managing awarded programs. The Town Accountant is responsible for consulting with project managers on grant budgetary matters, accounting for grants in the general ledger, monitoring grant expenditures for consistency with award requirements, tracking the timeliness of reimbursement requests, and distributing monthly reports of grant expenditures to departments. The Town Accountant will also maintain a database of all grants and grant activity from inception to closure.

A. Grant Opportunity Assessment

Well in advance of a grant application due date, the departmental project manager will assess the opportunity in consultation with the Town Administrator and Town Accountant. Below are the factors to be considered, at minimum.

Programmatic:

- Alignment of the grant's purpose with the Town's and department's strategic priorities
 - Department's capacity to administer the grant through to closeout
 - Office space, facilities, supplies, or equipment required
 - Ongoing impact of the grant program after it is completed
- Compliance and audit requirements, particularly as they may differ from the Town's

Financial:

- Total anticipated project cost
- Expenditure requirements and anticipated cash flow schedule
- Required cost matching shares and sources, including cash and in-kind
- Staffing requirements, including salary and benefit increases for multi-year grants
- Administration and indirect recapture amounts
- Program income potential

In this stage, the project manager will also develop a continuation plan to address the potential future loss of grant funding, which may include alternative funding proposals or plans for reducing or terminating program positions or components after grant closeout.

B. Grant Application and Award Acceptance

Prior to filing any grant application greater than \$10,000, the project manager will submit a meeting agenda item requesting pre-approval from the Select Board with a report summarizing the grant and how it complies with this policy. The Town Administrator will then make a determination as to whether any pre-approved application should be submitted to the Town Counsel for a legal review. Following this, the project manager will submit the grant application to the grantor and forward a copy to the Town Accountant.

When a project manager receives notice of any grant award, he or she will submit it as a meeting agenda item for the Select Board to formally accept by signatures and thereby approve the expending of grant funds. The project manager will then send copies of the signed agreement to the grantor and the Town Accountant.

Upon receipt of the grant documents, to record the grant activity separately from regular expenses, the Town Accountant will create new general ledger accounts identifying them by name and including the CFDA (catalogue of federal domestic assistance) number for any federal grants. When notified of any amendment or adjustment by the grantor, the project manager will immediately forward the information to the Town Accountant, who will make adjustment(s) to the grant's budget in the general ledger.

C. Grant Financial Management

At the start of a new grant, the Town Accountant and project manager will discuss its requirements and the timing of reimbursement requests (e.g., at the time of expenditure, monthly or quarterly), when applicable.

The project manager will ensure all expenditures made are allowable and consistent with each grant award's requirements. The project manager will submit project invoices to the Town Accountant with an accounts payable (AP) cover sheet that has accurate general ledger expense codes for the grant and the department head's signature. The project manager will also ensure the proper payroll account codes for grant-funded employees are included on the department's payroll report to the Town Accountant and Treasurer as part the regular payroll process.

Because required retirement system remittances and/or general fund benefit reimbursements vary by grant, the Town Accountant will calculate these for each grant and notify project managers of the resulting amounts to include on the AP submissions.

To minimize the use of advance town funds, every project manager will request reimbursements as often as the grant's guidelines allow and always no later than June 30th. In doing so, the project manager will prepare all required reports and requests as detailed in the agreement and submit these to the grantor. Immediately following each submittal, the project manager will send an email notification of the reimbursement request to the Town Accountant and Treasurer.

The Town Accountant will monitor each grant's deficit balance to assure it is temporary and receives reimbursement within the grant's allowable timeline and always prior to year-end. The Treasurer will match reimbursements received electronically or by check with their requests and credit the proper revenue lines.

D. Grant Closeout

Upon completion of the project work or grant period, whichever comes first, the project manager will verify that all grant requirements have been met and will send to the Town Accountant a grant closeout package that includes a final report and either a final reimbursement request or notification of the amount to be refunded to the grantor.

Upon receipt of the closeout package, the Town Accountant will put the general ledger's grant account into inactive status and will reconcile the project manager's report with the general ledger's record of grant activity. The project manager will subsequently submit the final reimbursement request to the grantor or, if a refund is due, the Town Accountant will add the refund amount to the AP warrant.

Within 30 days of any grant closeout or the year-end closure, whichever is earlier, the Town Accountant will determine if the grant account has been over-expended and will either apply the expense to the operating budget or propose an appropriation from other available funds.

E. Audit

All grant activities are subject to audit by the particular grantors, the Town Accountant, and Hubbardston's independent auditor. The Town Accountant will maintain all grant documents and financial records for seven years after their closeouts or for the lengths of time specified by the grantors, whichever period is longer.

REFERENCES

M.G.L. c. 40, § 5D

M.G.L. c. 41, § 57

M.G.L. c. 44, § 53A

Public Employee Retirement Administration Commission: *Memo #12/2003*

Mass.gov webpage: Municipal Grant Finder

US grant search website: grants.gov

EFFECTIVE DATE

This policy was adopted January 2019.



OVERLAY

PURPOSE

To ensure the proper treatment of the overlay account, this policy sets guidelines for determining the annual overlay amount in the Town's budget and for deciding whether any overlay balance can be certified as surplus. The allowance for abatements and exemptions, commonly referred to as the overlay, is an account to offset anticipated abatements and exemptions of committed real and personal property taxes. The account may also be charged in the event property taxes are deemed to be uncollectable.

Effective November 7, 2016, the Municipal Modernization Act ([Chapter 218 of the Acts of 2016](#)) (Municipal Modernization Act) provides for a single overlay account. Previously, a community had to maintain separate overlay reserves for each fiscal year and could not use the surplus from one year to cover another year's deficit without a multistep process involving the assessors, accounting officer, and local legislative body. However, the Act allows all existing overlay balances to be transferred to a single account. Although this policy treats overlay as a single account, to continue historical information and facilitate reconciliations, the Town Accountant may elect to maintain subsidiary ledgers by levy year for overlay balances.

APPLICABILITY

This policy applies to the job duties of the Board of Assessors, Principal Assessor, and Town Accountant, as well as to the Select Board's and Finance Committee's responsibilities as budget decision makers.

POLICY

A. Annual Overlay

Each year, the Board of Assessors shall vote in an open meeting to authorize a contribution to the overlay account as part of the budget process and to raise it without appropriation on the Town's Tax Recap Sheet. The Principal Assessor will propose this annual overlay amount to the Board of Assessors based on the following:

- Current balance in the overlay account
- Five-year average of granted abatements and exemptions
- Potential abatement liability in cases pending before, or on appeal from, the Appellate Tax Board (ATB)
- Timing of the next certification review by the Division of Local Services (scheduled every five years under the Municipal Modernization Act)

The Board of Assessors shall notify the Town Accountant of the amount of overlay voted.

B. Excess Overlay

Annually, the Town Accountant and Principal Assessor will conduct an analysis to see if there is any excess in the overlay account by factoring the following:

Current balance in the overlay account after reconciling with the Town Accountant's records

- Balance of the property tax receivables, which represents the total real and personal property taxes still outstanding for all levy years
- Estimated amount of potential abatements, including any cases subject to ATB hearings or other litigation

Upon determining any excess in the overlay account, the Principal Assessor shall present the analysis to the Board of Assessors for its review.

C. Overlay Surplus

In consultation between the Principal Assessor, the Town Accountant and the Town Administrator during the budget review process, if there is an excess balance in the overlay account, the Board of Assessors will be advised and shall formally vote in an open meeting to certify the amount to transfer to overlay surplus and shall notify the Select Board and Town Accountant in writing of its vote. If the Select Board makes a written request for a determination of overlay surplus, the Board of Assessors shall vote on the matter at their next scheduled meeting and notify the Select Board and Town Accountant of the result in writing.

After being certified, Town Meeting may appropriate overlay surplus for any lawful purpose until the end of the fiscal year. However, the appropriation should be as prescribed in the Town's Forecasting policy (re: treatment of one-time revenues) and its Financial Reserves policy (re: overlay surplus). Overlay surplus not appropriated by year-end closes to the general fund's undesignated fund balance.

REFERENCES

[M.G.L. c. 59, §25](#)

[Chapter 218 of the Acts of 2016](#)

Hubbardston Forecasting Policy

Hubbardston Financial Reserves Policy

DLS Informational Guideline Release 16-104: [Overlay and Overlay Surplus](#)

EFFECTIVE DATE

This policy was adopted January 2019.



PROCUREMENT CONFLICT OF INTEREST

PURPOSE

To ensure integrity in the procurement and contract process, to educate Town employees, consultants, uncompensated outside parties, and any person involved in decisions to award contracts about potential conflicts of interests, and to establish a process for the screening of conflicts of interests.

APPLICABILITY

The policy pertains to all the Town's procurement and contract processes governed under the provisions of the state's Uniform Procurement Act associated with, but not limited to: specification development, preparation and issuance of solicitations, evaluation of solicitations and submissions, and other evaluations that lead to Town contract awards. The policy applies to the job responsibilities of the Town Administrator serving as the Chief Procurement Officer and to the related functions of the Town Counsel and Town Accountant. It further applies to all Town employees, officials, and others working on the Town's behalf who are involved with any procurement and contract process and to the prospective contractors.

POLICY

The Town is committed to ethical business practices, professional integrity, and compliance with all procurement laws and regulations. The Town of Hubbardston will provide fair opportunities to participants in competitive processes for the award of Town contracts. Process integrity will be reinforced by the practices outlined here to ensure confidentiality during the bid evaluation process and to assess and address conflicts of interest in all competitive solicitations. The Town shall investigate all allegations of conflict of interest or misconduct brought to the attention of Town staff.

To comply with the state's [Uniform Procurement Act](#), any purchase for supplies or services ([with certain exceptions](#)) costing more than \$10,000 requires solicitation of three quotes for contracts and those over \$50,000 require competitive sealed bids or proposals for contracts.

A. Confidentiality during the Bid Evaluation Process

Town staff, consultants, and outside evaluators who are participants in a bid evaluation process are required to sign confidentiality agreements, which bind them not to share any information about responses received and the evaluation process until the Town issues a Notice of Intended Award.

Departments must:

1. Identify all participants of an evaluation process who receive proposals or other documents used in the evaluation process, including any non-evaluating observers.

2. Ensure that these participants sign confidentiality agreements.
3. Submit the confidentiality agreements to the Town Administrator or School Business Manager.

The Town Administrator/Town Accountant must:

1. Verify that signed confidentiality agreements for all participants in the evaluation process, including non-evaluating observers, are submitted.
2. Maintain signed confidentiality agreements on file.

B. Conflict of Interest in Procurement

To ensure decisions are made independently and impartially, Town employees and officials are expected to avoid any conflicts of interest and also avoid the appearance of conflicts of interest. A conflict of interest, or the appearance of one, must be disclosed whenever a vendor, employee, or officer has, or can reasonably anticipate having, an ownership interest, a significant executive position, or other remunerative relationship with a prospective supplier of goods or services to the Town or knows that a family member or other person with whom they have a personal or financial relationship has such an interest.

According to the federal Office of Management and Budget's Omni Circular, a conflict of interest arises when: *"the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract."*

And it states that: *"The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts."*

The Omni Circular further requires that for any federal grant involving a parent, affiliate, or subsidiary organization that is not a state or local government, the Town must also maintain written standards of conduct covering organizational conflicts of interest. An organizational conflict of interest means that due to a relationship with a parent company, affiliate, or subsidiary organization, the Town is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

Any person with a conflict as described above shall not participate in the preparing of specifications, qualifying vendors, selecting successful bidders on products or services in which they have an interest, or approving payment to those interests. The only exception to this arises if the person makes full disclosure of a potential conflict and receives in advance, written determination from the State Ethics Commission that the interest is not so substantial as to be deemed likely to affect the integrity of the services the Town may expect from that individual.

Department heads and other officials are required to ascertain and disclose to the Town Administrator or Town Accountant any potential conflict of interest affecting procurement transactions before a contract is signed, a commitment made, or an order placed. Having satisfied this requirement, the Town Administrator shall notify the Town Accountant, who will verify the availability of funds before any order is placed with a vendor.

The following measures shall be taken to ensure the Town avoids any conflict of interests in procuring Town contracts:

1. Employees, officials, and others who regularly participate in contract activities on behalf of the Town must disclose relevant financial interests as required by state and federal laws and to annually review those statements in conjunction with this policy and other ethical standards.
2. Other persons involved in procurements must review this policy and other ethical standards and provide information in order to determine if there is a conflict of interest. Such persons shall include, but are not limited to, authors of specifications; paid and unpaid evaluators; and paid and unpaid consultants who assist in the procurement process.
3. If a possible conflict of interest is identified, it must be documented and reviewed with the Town Counsel.

Departments must:

1. Identify employees, consultants, outside uncompensated parties, and any other persons who will be involved in a procurement or contract activity, such as specification development, preparation and issuance of solicitations, evaluation of solicitations or submissions, or other evaluations, that will lead to an award of contract.
2. Provide conflict of interest forms to the identified participants.
3. Submit the completed forms to the Town Administrator prior to commencing any procurement or contract activity.

The Town Administrator / Town Accountant must:

1. Review the submitted forms for potential conflicts of interest.
2. Discuss any potential conflicts of interest with the Town Counsel and document the resulting determinations.
3. If a conflict or the appearance of one exists, take appropriate actions, including but not limited to, removal of the employee, consultant, or outside uncompensated party from the procurement or contract activity or cancelation of the solicitation.

C. Audit

The Chief Procurement Officer shall conduct random audits of compliance with this policy. All practices associated with the Town's procurement also are subject to audit by the Town's independent auditor.

REFERENCES

[M.G.L. c. 30B](#)

[M.G.L. c.268A](#)

State Ethics Commission, [Disclosure Forms for Municipal Employees](#)

U.S. Office of Management and Budget's [Omni Circular](#) issued December 2013

EFFECTIVE DATE

This policy was adopted January 2019.



RECONCILIATIONS POLICY

PURPOSE

To ensure transactions are in balance, mitigate fraud, and safeguard general ledger accuracy, financial officers must conduct regular reconciliations of their accounting records, and these must be reconciled to the general ledger. Although each financial officer is responsible for maintaining independent records of his or her office's transactions, they are also collectively accountable for the overall accuracy of the Town's financial records. Failure to reconcile cash, receivables, and withholdings hampers the Town's ability to produce reliable reports, close its books, make timely submissions to the Division of Local Services, and complete audits. In addition, unresolved variances reduce the amount of certified free cash and may result in significant deficiency findings by the independent auditor.

APPLICABILITY

This policy applies to the Treasurer/Collector, Town Accountant, or their designees, and to the heads of other department with accounts receivable responsibilities (e.g., Police, Fire).

POLICY

The Treasurer/Collector and all department heads with accounts receivable duties will internally reconcile their respective accounting records and subsequently reconcile them with the Town Accountant according to the guidelines and periodic time frames outlined in this policy.

All data entry access to the general ledger (and all its subledgers) shall be restricted solely to Accounting office staff. This segregation is necessary to maintain the general ledger's integrity as the official record of the Town's accounting activity.

A. Cashbook Reconciliation

To ensure an accurate accounting of all revenue activity, the Treasurer/Collector will maintain a cashbook that reflects up-to-date and accurate information for all cash and assets. To do so, the Treasurer/Collector will make certain that all cash receipts, disbursements, transfers, and interest are recorded in the cashbook within seven business days of each transaction and will reconcile cashbook accounts to their corresponding bank accounts by the last day of the following month. These shall include zero-balance vendor and payroll bank accounts, whose balances must equal the outstanding checks at the end of any month.

Reconciling items, including deposits in transit, bounced and voided checks, and discrepancies between the Treasurer/Collector's cashbook and financial institutions, will be identified and corrected when appropriate. The Treasurer/Collector will then forward a summary of the reconciled

cashbook balances and, when needed, an additional Schedule of Receipts for any adjustments made to the Town Accountant.

B. Payroll Withholdings Reconciliation

Payroll withholdings include federal and state taxes, child support and other wage assignments for legal obligations, deferred compensation, insurances, association dues, and other employer-sponsored options, which are all maintained in separate accounts. The Treasurer/Collector will ensure that all employee and employer contribution portions of withholdings are recorded and reconciled to the general ledger monthly. To reduce the risk to the Town for liabilities in excess of payroll withholdings, the Treasurer/Collector shall identify and report any discrepancies between the general ledger withholding accounts and applicable vendor/recipient accounts payable. The Treasurer/Collector will then forward the results of these activities to the Town Accountant.

C. Accounts Receivable Reconciliation

Accounts receivable are outstanding monies owed to the Town, whether from committed records (i.e., taxes and excise) or from uncommitted department records (e.g., work details, ambulance charges). To ensure these assets are accounted for and balance, the Treasurer/Collector and the department heads with accounts receivable duties (the “record-keepers”) will make certain that all cash receipts are recorded timely, maintain a control record for each receivable type and levy year, and verify the detail balance agrees with the receivable control.

The receivable control is a record of original entry in which the record-keeper reduces a commitment according to collections, abatements, and exemptions processed and increases it by refunds issued. To maintain accuracy, the record-keeper must review the detailed list of receivables, identify credit balances as prepaid amounts or investigate them for possible correction, and reconcile the control balance to the detail.

Whenever these records do not agree, the record-keeper must determine the discrepancy by:

- Verifying the various transactions (commitments, charges, abatements, refunds, chargebacks, reclassifications) against their supporting documents
- Comparing the total amount of posted payments to the turnovers accepted by the Treasurer/Collector
- Determining whether any inappropriate revenues were recorded as payments to the commitment, such as interest and fees

The record-keeper will forward a copy of the internally reconciled accounts receivable balances to the Town Accountant.

D. General Ledger Reconciliation

To achieve the core objective of maintaining the general ledger’s integrity, the Town Accountant must regularly reconcile it with the separately maintained accounting records outlined in Sections A-C above. In addition, it is the Town Accountant’s responsibility to review all accounts analytically from time to time for reasonableness and to identify unusual activity.

The general ledger’s cash accounts should reflect only those transactions reported to the Town Accountant by the Treasurer/Collector, so that in theory, they should be in balance with the

cashbook. However, errors may happen due to omitting transfers or transactions or applying them in the wrong amounts or to the wrong accounts. Whenever the Town Accountant identifies a discrepancy between the general ledger and the cashbook, the following steps must be taken in conjunction with the Treasurer/Collector to determine the cause(s):

- If the total amount of revenue reported in the cashbook does not agree with the amount recorded in the ledger for that month, the Treasurer/Collector must verify that the monthly Treasurer's Schedule of Receipts agrees by detailed amount and classification with the cashbook and correct any mistakes.
- Compare the total amount of warrants paid during the month as recorded in the cashbook with the total recorded in the ledger for the same period. The last warrant paid must be the last one recorded; otherwise, a timing problem will create a discrepancy.
- If the records still do not agree, the Treasurer/Collector and Town Accountant must go through each entry to the ledger until they determine the reason for variance.

The Town Accountant will review the payroll withholdings reconciliation report provided by the Treasurer/Collector against the general ledger and make changes to the ledger as needed.

Committed and uncommitted accounts receivable records must also be reconciled to the Town Accountant's general ledger. If a given receivable control sheet has been internally reconciled, any discrepancy must be in the general ledger, so the Town Accountant must:

- Review the commitments, charges, payments, abatements, refunds, reclassifications, and adjustments in the general ledger, as appropriate for the particular control
- Verify whether receipts are recorded to the correct type and levy year
- Verify the dates that activities were recorded

The Town Accountant's receivable accounts in the general ledger should reflect the transactions provided by each particular record-keeper. Therefore, the above steps must resolve any discrepancies between the receivable control and the ledger. If they do not, the record-keeper and Town Accountant must go through each ledger entry until they determine the reason for variance.

E. Time frames and Documentation

The financial officers shall complete reconciliations of their internal accounting records early each month so that the subsequent reconciliations to the general ledger take place no later than 60 days of the month following the one being reconciled.

The financial officers who jointly complete each general ledger reconciliation will sign reconciliation worksheets. In a given month, if any variance has not yet been fully resolved, this must be noted along with a work plan and timetable for resolution. The Town Accountant shall collectively submit the reconciliation worksheets to the Town Administrator by each month's end.

F. Audit

All reconciliation documents are subject to audit by the independent auditor.

REFERENCES

DLS Best Practices, [Reconciling Cash and Receivables](#)

Massachusetts Collectors Treasurers Association: [Treasurer's Manual](#) & [Collector's Manual](#)

EFFECTIVE DATE

This policy was adopted January 2019.



REVENUE TURNOVER

PURPOSE

To safeguard Town assets and maximize cash flow, the Town establishes this policy that provides guidelines for departments to turn over receipts to the Treasurer/Collector. Included are details of internal controls designed to provide reasonable assurance that the Town's revenues are properly and timely secured, recorded, and deposited in Town bank accounts.

APPLICABILITY

This policy pertains to all cash, check, credit card, and other forms of payment received by all Town departments for taxes, excise, fees, federal and state government receipts, and charges. It applies to the individuals within each department assigned responsibility for handling payments.

POLICY

Each department that receives payments is responsible for instituting and employing internal controls designed to ensure that all receipts are recorded accurately, kept secure from loss or theft, and turned over timely to the Treasurer/Collector. Each department must turn over at least weekly and must do so immediately whenever cash is received.

PROCEDURES

A. Receiving Payments

Town department staff must issue a receipt for every collection received, even when the payer attempts to refuse it. As is the exception, Treasurer/Collector staff need only issue receipts for cash payments. However, all department staff without exception must identify cash payments as such in their receipt books. All staff must immediately endorse each check "For Deposit Only." Every collecting department shall secure all payments in a locked cashbox or safe until completing a turnover to the Treasurer/Collector.

Each department head is responsible for overseeing the processing, recording, record retention, and turning over of collected receipts to the Treasurer/Collector. To the extent practicable, separate individuals should be tasked with 1) receiving payments, 2) depositing money in the bank (as applicable for the School Department) and 3) turning receipts over to the Treasurer/Collector.

B. Turning Over Revenues

Departmental staff will create a turnover package by filling out a standard Schedule of Departmental Payments (i.e., the turnover form) in triplicate with department employee signature.

All receipts should correlate to the turnover form.

When the Treasurer/Collector's office has accepted the turnover, the department employee will receive two copies of the turnover form signed by a Treasurer/Collector staff member. The department employee will retain one turnover copy on file and is responsible for delivering the other to the Town Accountant. The Town Accountant shall refuse to accept any turnover form that does not have the signature of a Treasurer/Collector staff member.

All departments that receive payments should review their monthly revenue reports against their turnover copies to verify that all receipts turned over to the Treasurer/Collector are accurately recorded in the appropriate general ledger accounts and report any discrepancies to the Town Accountant.

C. Receiving Turnovers

When presented with a turnover, Treasurer/Collector staff will count the receipts in the presence of the department turning over. Any inaccuracies on the turnover form will be corrected and initialed by both parties. The Treasurer/Collector staff member will then sign two turnover copies and give them back to the departmental employee. Upon receipt, the Treasurer/Collector will secure the receipts, which will be recorded in the cashbook and deposited weekly or more often as needed.

To the extent practicable, separate individuals should be tasked with 1) receiving the turnovers, 2) recording the revenues in the cashbook, and 3) depositing the money in the bank.

The Treasurer/Collector will enter the receipt data in SoftRight and provide the Town Accountant with a copy of all turnovers processed.

D. Reconciliation

In accordance with the Town's Reconciliation policy, the Treasurer/Collector will reconcile the cashbook with bank statements and provide a summary of cashbook balances to the Town Accountant monthly.

E. Audit

All cash management activity is subject to review by the Town Administrator and the independent auditor.

REFERENCES

[M.G.L. c. 41, §35](#)

[M.G.L. c. 41, §57](#)

[M.G.L. c. 60, §57A](#)

Hubbardston Reconciliations Policy

Massachusetts Collectors Treasurers Association: [Treasurer's Manual](#) & [Collector's Manual](#)

EFFECTIVE DATE

This policy was adopted January 2019.



Spending in Excess of Appropriation Policy

PURPOSE

To provide a summary and interpretation of the statutory prohibition against spending in excess of appropriation. Department Heads often request Reserve Fund transfers after incurring liabilities that exceed the budget appropriation. Such requests must precede the liability. Incurring unfunded liabilities is illegal and punishable by both a fine and imprisonment as noted in Chapter 44, Section 62 of the Massachusetts General Laws.

An exception to this prohibition is the snow and ice account. Approval of both the Select Board and the Finance Committee is required to overspend the snow and ice removal account.

POLICY

1. As noted in Chapter 44, Section 31 of the Massachusetts General Laws "No department financed by municipal revenue...shall incur a liability in excess of the appropriation made for the use of each department,...each item voted by the town meeting...being considered as a separate appropriation, except in cases of major disaster."
2. The Finance Committee, by approving a transfer into a designated account may increase the appropriation. Liabilities may then be incurred up to but not exceeding this new appropriation.
3. An exception to the prohibition of excess liabilities is Section 31D that permits the town to incur liability in excess of appropriations for snow and ice removal provided that such expenditures are approved by the Select Board and the Finance Committee and that the appropriation in the current fiscal year equaled or exceeded the prior year appropriation.
4. Requests to over expend the snow and ice account will be made in writing to the Finance Committee by the Select Board. This request will note the meeting date and vote of approval by the Board and include justification for the over expenditure. The Finance Committee will provide a written confirmation (if so voted) to the Select Board.

Policy adopted February 2019



TAX ENFORCEMENT POLICY

PURPOSE

To provide guidance for equitably enforcing tax obligations and set expectations for both the Town and taxpayers, this policy clearly defines when and how the Town will transition unpaid property taxes from tax title through to foreclosure. It is in the best interest of the Town of Hubbardston and its residents that property taxes be paid when due. The Town budget is set in anticipation of the collection of taxes, and taxes not paid by some property owners shift the cost burden onto others. The Town recognizes that individuals may go through periods of financial difficulty, but any taxpayer who becomes delinquent will be encouraged to find alternative resources to pay in full as soon as possible.

APPLICABILITY

This policy applies to the job duties of the Treasurer/Collector, including the responsibility for managing services contracted through the Town's tax title attorney. Tax enforcement applies to all Hubbardston real estate property owners whose taxes are not exempt.

POLICY

The Town intends to timely pursue all legal methods to collect taxes from delinquent property owners with the aim of achieving a target 98 percent property tax collection rate by fiscal year-end. A tax delinquency is defined as a bill outstanding one day after its final due date, and it represents a lien on property that remains in effect until all taxes, interest, and fees have been paid in full. The costs of all collection methods are added to the real estate tax bill and property lien.

A. Demands - Final taxes are due to be paid as of May 1 each year (the due date for the fourth quarter tax bill). No later than June 1, the Treasurer/Collector will issue demand notices to all assessed property owners who have failed to pay in full, have not been granted full exemptions, and do not have automatic stays on record due to bankruptcy filings.

B. Tax Taking - The Treasurer/Collector will begin the tax taking process within 180 days of the demand notice. State law allows the process to begin as soon as 15 days after the demand, but, in every case, the Treasurer/Collector must complete the takings within 3½ years from the end of the fiscal year for which the taxes were assessed to secure, or perfect, the tax liens. The Treasurer/Collector shall carefully document the taking process to preserve the Town's rights for future actions. The Treasurer/Collector will send at least one enforcement letter to delinquent property owners as a courtesy to potentially

avoid a tax taking advertisement. If this does not result in full remittance by November 1 the Treasurer/Collector will publish a Notice of Tax Taking in the local newspaper of record and post the notice in two or more convenient, public places. The Town customarily publishes in The Gardner News. In addition, the Treasurer/Collector posts notices on bulletin boards at the Hubbardston town offices and the post office]. From this point forward only cash, certified check, or cashier's check are acceptable forms of payment.

Within 60 days of the tax taking announcements, the Treasurer/Collector will prepare an Instrument of Taking form for each delinquent property and record it at the Registry of Deeds, the recording of which perfects the tax lien. After receiving the recorded Instruments back from the Registry, the Treasurer/Collector will notify the affected property owners of the liens by sending each of them a letter and a photocopy of the Instrument. The Treasurer/Collector will provide copies of the List of Recorded Takings to the Town Accountant.

C. Subsequent Taxes - After the demand bill and before September 1 each year, the Treasurer/Collector will certify all unpaid taxes for parcels of real estate taken into tax title for nonpayment of taxes in prior years and not yet redeemed and put them in a Subsequent Tax Takings Form. The Treasurer/Collector will provide copies of the form to the Town Accountant and retain one on file.

D. Interest, Fees, and License Revocation - All delinquent taxpayers are subject to charges, which the Treasurer/Collector will add to their accounts and tax bills. These include interest accrued to the date of tax taking, advertising fees, certified mailing costs, legal fees, and all recording fees. The Treasurer/Collector will provide a listing of all individuals who are delinquent in paying taxes or other charges to the Town departments, boards, and committees that issue licenses and permits in accordance with the Town bylaw. These authorities will review the list to deny, suspend, or revoke delinquent taxpayers' licenses and permits.

E. Tax Title Payment Agreements - The Treasurer/Collector will pursue and establish payment agreements for parcels in tax title to allow delinquent taxpayers to pay off their tax liens over time. The Treasurer/Collector will actively monitor compliance with all agreements, which will have the following features in common:

- Signed agreement between the Treasurer/Collector and taxpayer
- Upfront payment of at least 25 percent of full balance owed (pending 2018 ATM)
- Specific amount to be paid each month
- Incorporation of payments for the current tax bill
- Agreement term not exceeding two years
- Statement that defaulting on the agreement will immediately trigger foreclosure action by the Town

F. Redemption or Foreclosure - The primary policy goal of the foreclosure process is to receive the outstanding amounts owed. At least once every year, the Treasurer/Collector will review all tax title properties that are older than 180 days and do not have payment agreements or bankruptcy recordings. From these, the Treasurer/Collector will identify all properties of significant value to process for potential foreclosure in Land Court. To do this, the Treasurer/Collector will thoroughly verify the properties' enforcement histories before referring them to the tax title attorney, beginning with those having the largest dollar value of taxes owed.

The Treasurer/Collector will ensure the tax title attorney complies with the objectives laid out in this policy section. The Treasurer/Collector will work with the tax title attorney to prepare parcels in tax title status for foreclosure, beginning by providing each Instrument of Taking. The tax title attorney will research the tax title properties and also mail new collection enforcement letters to the taxpayers telling them of the importance of redeeming the property and warning of potential foreclosure action.

If a taxpayer or other party pays the outstanding amount on a tax title property, the Treasurer/Collector will prepare an Instrument of Redemption and file it at the Registry of Deeds, which removes the lien. Redemption can only be done prior to the property being foreclosed. If the obligation remains unpaid, the tax title attorney will proceed with foreclosure action in Land Court, possibly resulting in auctioning of the property.

In addition to Land Court foreclosure referrals, the Treasurer/Collector is responsible for completing foreclosures on any properties below the "Land of Low Value" threshold, which is annually updated each spring by the Division of Local Services (DLS).

REFERENCES M.G.L. c. 60, § 6 M.G.L. c. 60, § 16 M.G.L. c. 60, § 50 M.G.L. c. 60, § 53 M.G.L. c. 60, § 54 M.G.L. c. 40, § 57 M.G.L. c. 60, § 61 M.G.L. c. 60, § 62 M.G.L. c. 60, § 62A M.G.L. c. 60, § 63 M.G.L. c. 60, § 76 M.G.L. c. 60, § 77 M.G.L. c. 60, § 79 M.G.L. c. 60, § 80

DLS Best Practice: Enforcing Collections

DLS Informational Guideline Releases 05-208: Payment Agreements and Tax Receivable Assignments and Land of Low Value Foreclosure Valuation Limit updated annually

Massachusetts Collectors & Treasurers Association: Treasurer's Manual and Collector's Manual

EFFECTIVE DATE: This policy was adopted February 2019.



TAX RECAPITULATION POLICY

PURPOSE

To ensure the Town timely and appropriately charges taxes to property owners in support of the annual budget, this policy sets forth the roles, responsibilities, and deadlines associated with the tax recapitulation (i.e., “tax recap”) process. A timely and accurate annual tax recap helps ensure the Town complies with state statutes, prevents workflow disruptions in its financial offices, and avoids any temporary borrowing costs associated with cash shortfalls.

APPLICABILITY

This policy applies to the Select Board and Town Administrator in their policymaking and management responsibilities and to the Board of Assessors in its role as principal overseer of the tax recap process. It also applies to the related job duties of the Town Accountant, Assessor, Treasurer/Collector, and Town Clerk.

BACKGROUND

The property tax levy is Hubbardston’s largest source of revenue, which therefore makes the tax recap a vital component of the Town’s fiscal operations. The Assessing Department oversees two core phases: property valuation and tax rate setting. However, the full process begins with town meeting, involves many other local officials, and requires careful management, teamwork, and cooperation.

The tax recap forms and schedules represent the Town’s annual budget plan for the fiscal year. They summarize all appropriations made by town meeting since the previous year's tax rate was set and identify all non-property-tax revenue sources, such as state aid, local receipts, and reserves. The difference between these sources and the total budgeted appropriations must be raised through the property tax levy. By completing the tax recap and submitting it to the Division of Local Services (DLS) for approval, the Town establishes its property tax levy and sets the tax rate for the year. The Town may issue actual tax bills only after DLS reviews the recap and approves the tax rate.

POLICY

At the Town Administrator’s direction, Hubbardston’s financial team will annually complete the tax recap process no later than December 15. The Treasurer/Collector will print and mail the actual tax bills no later than December 31. The Town Administrator will develop a realistic plan and timetable to meet these deadlines and keep the Select Board apprised of progress.

A. Preparation and Town Meeting

A successful tax recap process starts with a balanced annual budget, valid funding sources, and proper town meeting actions, which will be accomplished as follows:

The Select Board, through the Town Administrator and Town Counsel, will assure the production of a properly written town meeting warrant and motions, such that town meeting voters, under the Town Moderator's oversight, can properly authorize annual budget appropriations that are funded by specific revenue sources (e.g., raise and appropriate, free cash, stabilization). The Select Board will ensure that any annual increase in the tax levy does not exceed the maximum amount allowed under Proposition 2½.

The Town Accountant, Town Administrator, and Select Board will verify that the proposed budget is balanced. The Town Accountant will prepare a schedule of funds available for appropriation by town meeting. The Treasurer/Collector, Town Counsel and Bond Counsel will ensure any debt issuance authorizations are proper. The Select Board will ensure that any proposal for a general override, debt exclusion, or capital exclusion is properly presented in the town meeting warrant and, if passed, put to a town-wide referendum. The Town Administrator, in consultation with Town Counsel and Bond Counsel, will ensure properly written motions for use at Town Meeting.

Whereas the budget is typically adopted at the Annual Town Meeting, all appropriations and borrowings approved at this and other town meetings not recorded in the previous tax rate must be included in the current tax recap process.

B. Recording Legislative Actions

To allow time for any required corrective measures, the following tasks will be completed within 30 days of Town Meeting:

The Town Clerk will certify all appropriations approved since the last tax rate was set. The Town Accountant will reconcile all votes and authorized amounts. The Town Clerk will enter town meeting appropriations into the DLS Gateway system (page 4 of the tax recap). From the certified town meeting authorizations, the Town Accountant will complete the following Gateway forms as applicable:

Revolving funds (Form A-3)

Free cash used (Form B-1)

Available funds used (Form B-2)

If applicable, the Town Accountant or Treasurer/Collector will prepare the Debt exclusion report, including any use of reserved bond premiums (Form DE-1), and report any reserved bond premium amounts used as funding sources (Form B-2).

C. Tax Recap Entries done after the Fiscal Year-end Closing

The Town Accountant will continue completing the tax recap by:

Reporting and documenting all deficits or other expenditures that must be funded, including debt and snow and ice (page 2 of the tax recap)

Recording the actual amounts received for each type of local receipt (page 3, column (a) of the tax recap)

Entering estimated local receipts using the revenue projections from the final budget approved at town meeting (page 3, column (b) of the tax recap)

D. Property Value Certification

Assessors must value all taxable real and personal property and must classify each property into one of four classes (residential, open space, commercial/industrial, or personal) based on use as of January 1. To do this, the Assessor will:

Complete the property sales report (Form LA-3) for all sales over \$1,000 and submit it to DLS for approval. Analyze market conditions and set final property values in compliance with DLS certification standards. Report the total assessed valuation for real and personal property by class (Form LA-4, which is transferred to page 1 of the tax recap). Report fiscal year tax base growth used to determine the levy limit under Proposition 2½ (Form LA-13, which is transferred to the Levy Limit Worksheet). Update any prior-year omitted and revised assessments that included growth (Form LA-13A, which is transferred to the Levy Limit Worksheet).

The Assessor will submit the above forms to DLS for review and certification.

E. Tax Rate Setting

After DLS has certified property values, the Select Board will hold a public hearing to decide tax policy. At this classification hearing, the Select Board may vote for a single tax rate, which thereby allocates the tax levy proportionately across all property classes, or for a shift of the tax burden between the four classes. Leading to this hearing, the following must be completed:

The Assessor and Town Accountant prepare an overlay analysis (Form OL-1). The Assessor prepares a financial analysis of the various tax alternatives. The Select Board votes on residential, small commercial, and open space exemptions. The Select Board acknowledges excess levy capacity (Form LA-5). The Town Clerk attests to notice having been given to taxpayers regarding the public hearing (Form LA-5).

F. Review and Submittal to DLS

The Board of Assessors, working through the Assessor, is responsible for submitting all forms and supporting documents to DLS for tax rate approval. To do this:

The Assessor and Town Accountant will review all schedules, verify signatures, and verify that all proper documents are attached. The Town Accountant will ensure that all budget authorizations are represented and clearly reconcile to the amounts reported in the tax recap schedules.

G. Tax Commitment Creation

After DLS notifies the Town that the tax rate has been approved, the Assessor will create a tax commitment list and warrant duly signed by the Board of Assessors and refer it to the Treasurer/Collector to generate the actual tax bills.

REFERENCES DLS Training Publications: New Officials Financial Handbook and Assessors Course 101 Handbook Chapter 5: Setting the Tax Rate

Hubbardston's policies on Forecasting and Year-end Closing

EFFECTIVE DATE: This policy was adopted February 2019.



TRAVEL REIMBURSEMENT POLICY

PURPOSE

To mitigate opportunities for fraud, waste, and abuse, the Town must properly monitor and control travel costs. This policy establishes rules governing reimbursement to town officials and employees for necessary travel expenses incurred in performing official duties. It also provides employees with guidelines for determining reasonable travel-related expenses and details the procedures, forms and documentation necessary to receive reimbursement.

APPLICABILITY

This policy applies to all elected and appointed officials and employees authorized to travel for work purposes.

POLICY

The Town of Hubbardston will reimburse employees and officials (all referred to here as “employees”) for reasonable expenses incurred for travel on the Town’s behalf as authorized by their Department Heads, the Select Board, or the Town Administrator. Travel shall be restricted to necessary activities that provide a public benefit, such as training, professional conferences, and other municipal-related activities.

All travel on Town business shall be planned for using the most economical mode and class of transportation reasonably available and the most direct and time-efficient route. Officials and employees will travel using government and group rates when available. The Town will not reimburse or pay sales tax but will, however, pay meals and room excise taxes.

When this travel policy is not followed, there is no guarantee that all expenditures will be reimbursed. Employees should determine estimates for their travel costs, discuss any extraordinary travel circumstances and expenses with the Town Administrator, and obtain their authorizations in advance of travel.

A. Travel Forms

All travel expenditures are to be documented using a Travel Expense Reimbursement Sheet signed by the traveler and the authorizing department head. Separate sheets must be completed for each traveler, and the sheets must be retained by the department until the travel is finalized unless advance payments are required. A Travel Sheet is available in the Town Accountant’s office.

B. Unauthorized Expenses

The following expenditures will not be reimbursed:

- Alcoholic beverages, tobacco and marijuana

- Costs associated with any political or charitable event
- Expenses incurred by or on behalf of any person who is not a Town employee who accompanies the employee on official business

Expenses incurred for the sole benefit of the traveler, such as valet service, entertainment, laundry services, etc.

The Town Accountant may refuse to approve for payment any claim deemed to be fraudulent, unlawful, or excessive. In that instance, the Town Accountant will file a written statement of the reason for refusal with the Treasurer and forward copies to the Town Administrator and the originating department head. Resolution of all disputes shall reside with the Town Administrator.

C. Travel Expense Categories

Transportation

- Employees authorized to travel using their personal vehicle will be reimbursed at the mileage reimbursement rate established yearly by the Internal Revenue Service (IRS) or, for union employees, the rate established in their particular contractual agreement.
- Mileage will be calculated starting from the employee's office location or residence to the destination point, whichever distance is shorter.
- Employees must present receipts to be reimbursed for parking, tolls, airfares, taxi fares, and, when using a Town-owned vehicle, fuel charges.

Lodging

- If travel requires an employee to be away from home for more than 24 hours, he or she will be reimbursed for reasonable charges for lodging expenses.
- Lodging expenses must not exceed the group rate published by the conference or activity sponsor. If the sponsor's group rate is not available when booking, the Town will reimburse for lodging costs comparable in location and quality and reserved at the lodging's government or group rate, whenever that is available.
- The Town will reimburse for only one night preceding any conference.

Meals

- If travel requires an employee to be away from home for more than 24 hours, he or she will be reimbursed for reasonable charges for meal expenses.
- Meal costs, including tips and taxes, incurred during the course of approved travel will be reimbursed only upon presentation of itemized receipts. If the receipt is for multiple employees, they should be listed on the back of the receipt.
- Meals included in registration costs cannot be claimed for reimbursement or advance.

Registrations

- Whenever possible, registration fees for any conference or workshop should be paid in advance through the Town's accounts payable warrant process. To pay advance registrations timely, the registration bill must be received by the Town Accountant no later than two full weeks prior to the registration deadline.
- If registration is not paid in advance, the employee must pay out-of-pocket and then submit for reimbursement.

Incidentals

- Incidentals must be paid by the traveler and submitted for reimbursement when finalizing the Travel Expense Reimbursement Sheet. Receipts are required for all miscellaneous, unanticipated expenses.

D. Reimbursement Submission

Employees should submit for travel reimbursement as soon as travel concludes, but at maximum, no later than 30 days after the expenses being incurred. If an employee does not submit the Travel Expense Reimbursement Sheet, accompanying receipts, and other documentation within that time, he or she may be personally responsible for the expenses.

E. Violations

Employees who violate this policy will be held directly responsible for their actions. Consequences may include revocation of travel privileges, reparatory payments, suspension, or termination. Improper documentation of otherwise valid travel expenditures creates the appearance of fraud, waste, or abuse and may result in similar consequences. Moreover, misrepresenting expenses and intentionally submitting false claims are fraudulent and could result in criminal penalties.

F. Audit

All expenses are subject to verification that they comply with this policy.

REFERENCES

M.G.L. c. 41, §52

M.G.L. c. 44, §58

M.G.L. c. 268A, sec. 3

EFFECTIVE DATE

This policy was adopted January 2019.



YEAR-END CLOSING POLICY

PURPOSE

To ensure local officials have accurate financial data in adequate time to make necessary budgetary decisions, the Town must properly close its books promptly after the fiscal year ends. Failure to adhere to a timely schedule delays the completion of closing entries, trial balances, reconciliations, account analyses, and financial reporting. As an important reserve, the Town's annual free cash cannot be certified expeditiously and accurately unless applicable employees adhere to best practice year-end schedules and procedures. To meet these objectives, this policy specifies the tasks that must be completed, their associated deadlines, and the parties responsible.

APPLICABILITY

This town-wide policy applies to the responsibilities of all department heads in managing and reporting on their budgets and assets. It further applies to the related year-end compilation, reconciliation, and/or oversight duties of the Town Administrator, Town Accountant, and Treasurer/Collector. Additionally, it pertains to the budget transfer authority of the Select Board and Finance Committee.

POLICY

The Town Administrator will hold every department head accountable for timely and accurately completing the year-end tasks applicable to each as outlined in this policy.

Annually no later than April 30, the Town Administrator will email this policy in conjunction with year-end closing documents to all department heads as a reminder of year-end expectations. The Town Accountant will subsequently oversee the coordination of the various year-end task components under the time frames and procedures outlined below. All facets of the Town's year-end closing detailed here will be accomplished no later than October 31 each year.

A. Review of Grant Balances, Other Special Appropriations, and Special Revenue Accounts

The Town Accountant will send expenditure reports of all grant, special appropriation, and special revenue accounts to the responsible department heads to solicit status updates on them. Each department head will notify the Town Accountant in writing of any completed project or purpose with an unexpended balance so that he may close its account to fund balance (or to a special revenue source, if appropriate). Alternatively, if any completed project's account is in deficit, the department head will

notify the Town Accountant in writing, provide funding source(s), and state when it will be resolved so that he can plan for closing the account.

The Town Accountant will carefully review any special appropriation account remaining open but inactive in the general ledger for more than two fiscal years to ensure it does not serve as an unauthorized special revenue funding source.

B. Year-end Encumbrances

By April 30, the Town Accountant will email all department heads advising them to submit all available invoices by June 30 and to provide notification of any pending obligations remaining from the fiscal year. With proper documentation, the Town Accountant will only encumber funds that have been committed to specific purchases, services (by service agreements), projects (by contracts), or to salary as of June 30.

C. Capital Project Reviews, Capital Asset Updates, and Borrowings

As of April 30, the Town Accountant will review all capital project accounts to ensure that any internal borrowings done in anticipation of short- or long-term debt issuances have been covered. For any identified deficits:

If debt had been authorized, the Town Accountant will notify the Treasurer/Collector to initiate a short-term borrowing in an amount sufficient to cover the deficit no later than June 30.

If debt had not been authorized, the Town Accountant will refer the shortfall to the Town Administrator to either submit it for a debt authorization or appropriation from available funds by town meeting or for a line-item transfer by the Select Board and Finance Committee (see section D below).

By April 30, the Town Accountant will distribute via email a capital asset list to department heads along with next-step instructions. By no later than August 1, each department head with capital assets will respond by forwarding to the Town Accountant an asset update report with notes confirming the existing data, making additions, and/or noting appropriate deletions, along with narrative explanations. The Town Accountant will update the Town's capital asset inventory based on the returned information.

D. Year-end Transfers

The Town Accountant will pay close attention to any appropriation deficits that may be resolved through line-item transfers and notify the Town Administrator. No earlier than May 15 and no later than July 15, the Town Administrator will put any necessary transfer request on the Finance Committee's meeting agenda, followed by the Board of Selectmen's meeting agenda, for their authorizations by majority votes.

E. Closing the Books

No later than September 30, the Town Accountant will do the following to close the books:

- Conduct a reconciliation of each fund type in turn (including transfers between funds) and, when completed, close each fund in SoftRight.
- Zero out all open encumbrances from the prior fiscal year.
- Verify the new opening balances of all special revenue funds.
- Calculate the general fund's unreserved fund balance.

F. Submissions to the Division of Local Services (DLS)

Submissions to DLS will comply with the time frames listed below:

Town Accountant

- | | |
|---|--------------|
| ● Snow and ice data sheet | September 15 |
| ● Combined balance sheet and supporting documents | September 30 |
| ● Schedule A | October 31 |

Town Accountant and Treasurer/Collector:

- | | |
|--|--------------|
| ● Statement of indebtedness | September 30 |
| ● Schedule of outstanding receivables | September 30 |
| ● Treasurer/Collector's year-end cash report | September 30 |
| ● Cash reconciliation | September 30 |

REFERENCES M.G.L. c. 44, § 33B M.G.L. c. 64, § 64 M.G.L. c. 59, § 5

Hubbardston policies on Tax Enforcement and Reconciliations

DLS Informational Guideline Release 17-13: Appropriation Transfers

Governmental Accounting Standards Board Statement 1: Objectives of Financial Reporting

Government Finance Officers Association Guidance: Timely Financial Reporting

EFFECTIVE DATE The policy was adopted February 2019.



CAPITAL PLANNING POLICY

PURPOSE

This policy outlines guidance for planning, reviewing, and coordinating capital improvements, to effectively maintain the Town's infrastructure and protect the value of its capital assets. Adherence to this policy will help the Town meet its capital needs despite limited resources.

APPLICABILITY

This policy establishes a framework for the charge approved by Article 5, Section 2 of the Hubbardston Town Charter that requires the Town Administrator, with the advice of the Capital Improvement Planning Committee (CIPC), sets guidelines and expectations for all Town departments in planning for and requesting capital projects, and outlines consensus budgetary goals for the Select Board, Town Administrator and Finance Committee for consideration as part of the annual budget process.

The CIPC is comprised of five representatives, one from the finance committee, one from planning board, and three at-large citizen representatives.

POLICY

The Town will maintain its physical assets by providing funding in the operating budget to protect its capital investments and minimize future maintenance and replacement costs. To provide and preserve the infrastructure needed for achieving the highest levels of public services and quality of life possible within available financial resources, the Town will maintain an annually updated, five-year plan capital improvement plan (CIP). The Town will emphasize preventative maintenance as a cost-effective approach to capital investment and replace exhausted goods as necessary.

The Town Administrator and the CIPC is charged to oversee Hubbardston's capital improvement program as outlined in their respective mission statements.

Definition of a Capital Project

A capital item is a tangible asset or project estimated to cost over \$10,000 and estimated to have, or to extend, three or more years of useful life. These include:

1. Real property acquisitions, construction, and long-life capital equipment
2. Planning feasibility studies, and designs for potential capital projects such as new buildings or major additions to existing buildings which would include equipment needs to furnish such building or addition
3. Major renovations of existing capital items that extend their useful lifespans by at least 10 years, as distinguished from normal operating expenditures
4. Major improvements to physical infrastructure, including streets, sidewalks, stormwater drains, and water distribution systems
5. Land acquisition and/or improvement, unrelated to a public building, but necessary for conservation or parks and recreation purposes
6. Major equipment acquisition, replacement or refurbishment, including but not limited to vehicles, furnishings, and IT systems' hardware and software or other items that combined in purpose together make it a capital project. Bulk purchases of similar items, like software or furniture, with expected useful lifespans of five or more years that, when aggregated, have total costs exceeding the capital threshold
7. Items obtained under long-term leases

Inventory

To support a systematic acquisition and replacement schedule, the Town Administrator will work with the Town Accountant to annually update and maintain a detailed inventory of all capital assets, which shall include dates built, acquired, or last improved, original cost, current condition, expected remaining useful lifespans, depreciated value, extent of use, and any scheduled replacement or expansion dates. The Town Administrator will provide the CPC with a copy of the inventory annually.

Evaluation of Capital Projects

Only projects that have gone through the CIPC review process shall be included in the CIP unless required by an emergency, in which case, a written report explaining the emergency must be provided to the Select Board and the Town Administrator. The CIPC will evaluate and prioritize capital projects received from departments using the criteria below.

1. Eliminates a hazard to public health and safety of citizens, employees or property
2. Required by state or federal laws or regulations
3. Uses outside financing sources, such as grants
4. Supports adopted plans, goals, objectives, and policies
5. Stabilizes or reduces operating costs
6. Makes better use of a facility or replaces a clearly obsolete one
7. Maintains or improves productivity or existing standards of service
8. Directly benefits the Town's economic base by increasing property values
9. Provides new programs having social, cultural, historic, economic, or aesthetic value

10. Consistency with and in furtherance of the long-term planning objectives and debt policies of the Town

Multiyear Capital Plan

The CIPC in conjunction with the Town Administrator will annually update and propose to the Select Board and Finance Committee a five-year CIP, including the upcoming fiscal year's capital improvement budget and a four-year projection of capital needs and expenditures which details the estimated cost, description, and anticipated funding sources for capital projects. This plan will be developed in conjunction with the 5-year Financial Forecast Policy and Procedures

Throughout the year, the Town Accountant will monitor active capital projects to ensure they remain properly funded and will report any capital plan amendments to the Town Administrator and Select Board. This monitoring will be reported quarterly.

Capital Financing

All capital purchases are subject to the Capital Improvement Plan Policies and Procedures regardless of their funding source. Long term debt is an appropriate funding source for certain types of projects, while short-term debt and current revenues should be used for assets with short useful lifespans. The Town will strive to maintain two to five percent of the general fund operating budget, net of debt, on capital investment allocations. Funding will be derived from a combination of property taxes and the general and capital stabilization funds.

The CIP shall be prepared with the most advantageous financing method recommendation in accordance with the following policies:

1. Special revenue sources (e.g. grants, revolving funds) shall be evaluated as funding options whenever practical
2. The annual operating costs of each proposed capital project, as well its debt service costs, will be identified before any long-term, bonded capital project is recommended.
3. Short-term debt may be used to fully finance purchases with useful lifespans of less than 10 years
4. Major capital projects, such as new construction or major renovations to existing facilities, may be accomplished through capital or debt exclusions
5. Infrastructure or facility maintenance budgets built into the general operating budget will not be reduced to fund other departmental budgets

Capital Project Closeouts

The Town will endeavor to close out all capital projects within six months of completion or discontinuation. As these projects are closed out, the Town Accountant will do the following:

1. For bonded projects with residual balances of less than \$50,000, the Town Accountant and the Treasurer/Collector will propose that the Select Board approve applying the balances to debt service
1. For bonded projects with residual balances in excess of \$50,000, the Town Accountant and Treasurer/Collector will propose appropriating the balances for other capital projects for which the Town may borrow for an equal or greater term as the original loan that was issued
2. For projects funded with available revenue (tax levy or reserves) having residual balances, the Town Accountant will propose reallocating the balances for other capital projects or close the balances to the appropriate fund surplus

REFERENCES

M.G.L. c. 44, S20

M.G.L. c. 44, §33B

Division of Local Services (DLS) Best Practice: *Presenting and Funding Major Capital Projects*

DLS Financial Management Guidance: *Capital Improvement Planning Manual* and *Capital Improvement Planning Guide-Developing a Comprehensive Community Program*

EFFECTIVE DATE

This policy was adopted: October XXXX



Community Preservation Act Policy

PURPOSE

The Community Preservation Act was adopted by Hubbardston's voters November 7, 2006 which established a local fund based on a 1 ½ % tax surcharge on property valuations over \$100,000. The Community Preservation Act (or "CPA") was adopted in Massachusetts in 2000 enabled under [Massachusetts General Laws Chapter 44B](#) that established a State Trust Fund from which annual allocations are made to towns that have accepted the Act and that provide a partially or fully matching local appropriation. The purpose of the CPA was to enable a locally supported fund supplemented with a partial match from the state that could be utilized for projects that involve historic preservation, open space, outdoor recreation, and [affordable housing](#). Visit here for more information on [project eligibility from the Department of Revenue](#).

POLICY & PROCEDURE

In order to administer the fund, the Town created a local Community Preservation Committee (or "CPC") consisting of nine members, established pursuant to and with the authority granted under Section 5, as now or hereafter amended of Chapter 44B of the Massachusetts General Laws, and in accordance with General Bylaws Chapter XIV. Its membership shall include one member of the conservation commission as designated by the commission, one member of the historical commission as designated by the commission, one member of the planning board as designated by the board, and one member of the Hubbardston Housing Authority as designated by the authority, one member of the Board of Park Commissioners as designated by the commissioners, one member of the Open Space Committee as designated by the committee, and three at-large members as designated by the Select Board.

Before reviewing project applications, the CPC shall update its Community Preservation Plan outlining Town goals and priorities. As part of this plan, the CPC shall hold a public input session in the fall (and/or field a town survey) and advertise the results. After this information is gathered, the CPC shall adopt a one to 5 year plan.

The CPC solicits project eligibility applications which are reviewed by the CPC for consideration. Once the eligibility has been determined for the applicants, the applicants will be notified on how to proceed with preparing a complete application for funding. All approved projects are subject to appropriation at Annual Town Meeting.

For more information on the Community Preservation Act, visit the Community Preservation Coalition [website](#).

EFFECTIVE DATE

This policy was adopted: October 2018



DEBT AFFORDABILITY POLICY

PURPOSE

This policy provides guidelines for assessing the affordability of potential borrowings to ensure any debt issued by the Town will not adversely affect Hubbardston's long-term fiscal stability,

APPLICABILITY

This policy applies to the financial analysis responsibilities of the Town Administrator, Town Treasurer and Town Accountant. It further applies to the Select Board, Finance Committee, and Capital Planning Committee in their budget decision-making duties.

BACKGROUND

For any given, highly expensive capital project, a debt issuance may present the most appropriate financing strategy. Not only does it provide funds not otherwise available upfront, but the amortizing of the debt over multiple years equitably distributes the project's cost among taxpayers who may settle in or move out of town over time. Particularly in a small town with a small annual budget and modest local wealth, any decisions around the use of debt must be made in the context of affordability relative to long-term revenue and expenditure forecasts. The Municipal Databank of the Division of Local Services (DLS) provides the data needed for the analyses outlined in this policy.

POLICY

Under state and federal legal provisions, the officials subject to this policy may propose that town meeting vote to authorize a debt issuance to finance the construction, reconstruction, or acquisition of any asset with a minimum cost of \$100,000 and minimum useful lifespan of three (3) years. Any such proposal will be founded upon a favorable analysis of the project's affordability as outlined in this policy. Further, the officials will manage any authorized debt obligation in such a manner as to obtain the best long-term financial advantage and will limit the amount of debt issued so as to minimize the impact on taxpayers.

Debt obligations, which include general obligation bonds, revenue bonds, bond anticipation notes, lease/purchase agreements, and any other debt obligations permitted to be issued under Massachusetts law, will only be issued to construct, reconstruct, or purchase capital assets that cannot be acquired with current revenues.

A. Debt Affordability Factors

When an expensive capital improvement is under consideration, the Town Accountant, at the direction of the Town Administrator, may calculate a series of ratios to help guide decision making. Taking the sum total of the project's estimated principal and interest costs (i.e., its projected annual debt service), the Town Accountant will combine it with any existing debt and then calculate:

- % Total debt service per capita population
- % Total debt service as a percent of revenue
- % Total debt service as a percentage of per capita personal income
- % Total debt service as a percentage of total assessed property value

The Town Accountant will review historic, multiyear trends in the above variables to make projections against the proposed length of the debt service term.

B. Benchmarking

The Town Administrator will use the Town Accountant's debt ratio data to benchmark Hubbardston in comparison to peer communities. Using the DLS Databank's Community Comparison report, the Town Administrator will first determine Hubbardston's peers based on factors such as population, general fund budget, equalized valuation per capita, income per capita, average single-family tax bill, geographic region, and population density. Using the same and other Databank reports, the Town Administrator will then calculate the current debt ratios listed in Section A for each community in the peer group.

C. Reporting and Decision Making

The Town Administrator will write a debt affordability report with an analysis summary and recommendation(s) and provide it to the Select Board, Finance Committee, and Capital Planning Committee. These boards will also review and comply with the separately adopted Debt Management policy before recommending any debt issuance.

REFERENCES

M.G.L. c. 41, § 59 M.G.L. c. 41, § 61 M.G.L. c. 44, § 4
M.G.L. c. 44, § 6 M.G.L. c. 44, § 6A M.G.L. c. 44, § 7
M.G.L. c. 44, § 8 M.G.L. c. 44, § 17 M.G.L. c. 44, § 19
M.G.L. c. 44, § 20 M.G.L. c. 44, § 21A 26 USC § 148

Hubbardston policies on Debt Management and Capital Planning

DLS Best Practice: *Understanding Municipal Debt*

Government Finance Officers Association Best Practices: *Benchmarking and Measuring Debt Capacity*

EFFECTIVE DATE

This policy was adopted November, 2018



DEBT MANAGEMENT

PURPOSE

To provide for the appropriate issuance and responsible use of debt, this policy defines the parameters and provisions governing debt management. Policy adherence will help the Town to responsibly address capital needs, provide flexibility in current and future operating budgets, control borrowing, and maintain capital investment capacity. This policy is also intended to maintain and enhance the town's bond rating to achieve long-term interest savings.

APPLICABILITY

This policy applies to the Select Board, Finance Committee, and School Committee in their budget decision making and in the Town Administrator's debt reporting. It also applies to the Town Administrator's budget analysis duties and the statutory responsibilities associated with debt management.

POLICY

Under the requirements of federal and state laws, the Town may periodically issue debt obligations to finance the construction, reconstruction, or acquisition of infrastructure and other assets or to refinance existing debt. The Town will issue and manage debt obligations in such a manner as to obtain the best long-term financial advantage and will limit the amount of debt to minimize the impact on taxpayers. Debt obligations, which include general obligation bonds, revenue bonds, bond anticipation notes, lease/purchase agreements, and any other debt obligations permitted to be issued under Massachusetts law, shall only be issued to construct, reconstruct, or purchase capital assets that cannot be acquired with current revenues.

A. Debt Financing

In financing with debt, the Town will:

1. Issue long-term debt only for objects or purposes that are financially supported and authorized by state law
2. Use available funds to the greatest extent possible to reduce the amount of borrowing on all debt-financed projects
3. Confine long-term borrowing to capital improvements and projects that cost at least \$100,000 and that have useful lifespans of at least three years or whose lifespans will be prolonged by at least five years
4. Refrain from using debt to fund any recurring purpose, such as current operating and maintenance expenditures
5. Use revenue bonds, special assessment bonds, or other types of self-supporting bonds instead of general obligation bonds whenever possible

B. Debt Limits

The Town will adhere to these debt parameters:

1. Total debt service, including debt exclusions and self-supporting debt, will be evaluated each year but will attempt to be limited to five percent of general fund revenues, with a target balance of two to five percent.
2. By statute, a community's debt limit equals 5 percent of its most recent equalized valuation

C. Structure and Term of Debt

The following shall be the Town's guidelines on debt structure and terms:

1. The Town will attempt to maintain a long-term debt schedule such that at least 50 percent of outstanding principal will be paid within 10 years
2. The term of any debt shall not exceed the expected useful life of the capital asset being financed and, in no case, shall it exceed 30 years
3. The Town will limit bond maturities to no more than [10] years, except for major buildings, land acquisitions, and other purposes in accordance with the [useful life borrowing guidelines](#) promulgated by the Division of Local Services
4. The Town will work closely with its financial advisor to follow federal regulations and set time frames for spending borrowed funds to avoid committing arbitrage, paying rebates, fines and penalties to the federal government, and jeopardizing the debt issuance's tax-exempt status

D. Protection of Bond Rating

To protect its bond rating, the Town will:

1. Maintain good communications with bond rating agencies, bond counsel, banks, financial advisors, and others involved in debt issuance and management
2. Follow a policy of full disclosure on every financial report and bond prospectus, including data on total outstanding debt per capita, as a percentage of per capita personal income, and as a percentage of total assessed property value

E. Reporting

- The Treasurer/Collector will report to the Town Administrator semi-annually on the Town's debt status
- The Town Accountant will include a statement of debt in an annual report of appropriations, receipts, and expenditures

REFERENCES

[M.G.L. c. 44 §4](#)

[M.G.L. c. 44 §6](#)

[M.G.L. c. 44 §6A](#)

[V.G.L. c 44 §7](#)

[M.G.L. c 44 §8](#)

Division of Local Services Guidance: [Understanding Municipal Debt](#)

Internal Revenue Code of 1986, as amended, [Section 148](#)

Internal Revenue Service's [Arbitrage Guidance for Tax-Exempt Bonds](#)

EFFECTIVE DATE

This policy was adopted: October 2018



FINANCIAL RESERVES

PURPOSE

To help the Town stabilize finances and maintain operations during difficult economic periods, this policy establishes prudent practices for appropriating to and expending reserve funds. With well-planned sustainability, the Town of Hubbardston can use its reserves to finance emergencies and other unforeseen needs, to hold money for specific future purposes, or in limited instances, to serve as revenue sources for the annual budget. Reserve balances and policies can also positively impact the Town's credit rating and consequently borrowing costs.

APPLICABILITY

This policy pertains to short- and long-range budget decision making and applies to the Select Board, Town Administrator, Finance Committee, and School Committee in those duties. It also applies to the related job duties of the Town Administrator, Town Accountant, and the Board of Assessors.

POLICY

The Town of Hubbardston commits to building and maintaining its reserves so as to have budgetary flexibility for unexpected events and significant disruptions in revenue-expenditure patterns and to provide a source of available funds for future capital expenditures. The Town will strive to maintain overall reserves in the level of seven to ten percent of the annual operating budget. Adherence to this policy will help the Town withstand periods of decreased revenues and control spending during periods of increased revenues. There are multiple types of reserves, including free cash, stabilization funds, overlay surplus and retained earnings.

- A. Free Cash: The Division of Local Services (DLS) defines free cash as the remaining, unrestricted funds from operations of the previous fiscal year, including unexpended free cash from the previous year. DLS must certify free cash before the Town can appropriate it.

The Town shall set a year-to-year goal of maintaining its free cash in the range of three to five percent of the annual budget. To achieve this, the Town Administrator shall propose budgets with conservative revenue projections, and department heads shall carefully manage their appropriations, turning back excess funds. Further, budget decision makers will avoid fully depleting the Town's free cash in any year, so that the succeeding year's calculation can begin with a positive balance. Moreover, as much as practicable, the Town

will limit its use of free cash to funding one-time expenditures (such as capital projects or emergencies and other unanticipated expenditures) and will appropriate any excess above five percent of the annual budget to build reserves or to offset unfunded liabilities.

- B. Stabilization Funds: The Town will aspire to maintain a minimum balance of five percent of the current operating budget in its general stabilization fund. Withdrawals from general stabilization should only be used to mitigate emergencies or other unanticipated events that cannot be supported by current general fund appropriations. When possible, withdrawals of funds should be limited to the amount available above the five percent minimum reserve target level. If any necessary withdrawal drives the balance below the minimum level, the withdrawal should be limited to one-third of the general stabilization fund balance. Further, the Town Administrator shall develop a detailed plan to replenish the fund to the minimum level within the next two fiscal years.

- C. Capital Investment Stabilization Fund: The Town will appropriate to this fund over time so that it achieves a target balance to cover the Town's cash outlay for capital and maintain a one percent balance for future capital purchases. Sustaining funding in this reserve enables the Town to pay outright for moderate-range capital expenditures and thereby preserve the debt capacity for major, higher-dollar purchases or projects. This approach balances debt with pay-as-you-go practices and protects against unforeseen costs. Unless circumstances dictate otherwise, this fund should receive an annual appropriation to cover capital costs and maintain a one percent balance.

- D. Finance Committee Reserve: The Town will appropriate to this fund annually so as to cover unforeseen costs in the annual operating budget. The target balance for this line-item annually shall be .5 percent of the annual operating budget.

- E. Overlay Surplus: The overlay is a reserve the Town uses to offset unrealized revenues resulting from uncollected property tax, abatements and exemptions. Town officials will prudently manage the overlay in accordance with the Town's Overlay policy to avoid the need to raise overlay deficits in the tax levy.

At the conclusion of each fiscal year, the Board of Assessors shall submit to the Town Accountant an update of the overlay reserve with data that includes, but is not limited to, the gross balance, potential abatement liabilities, and any transfers to surplus. If the balance exceeds the amount of potential liabilities, the Select Board may request that the Board of Assessors vote to declare a portion of the surplus balance available for use in the Town's capital improvement plan or for any other one-time expense.

REFERENCES

[M.G.L. c. 40 §5B](#)

[M.G.L. c. 59 §25](#)

[M.G.L. c. 44 S53F1/2](#)

Hubbardston's Overlay Policy

DLS Best Practices:

[Free Cash](#)

[Special Purpose Stabilization Funds](#)

DLS Informational Guideline Release 16-104: [Overlay and Overlay Surplus](#)

Government Finance Officers Association: [Fund Balance Guidelines for the General Fund and Working Capital Targets for Enterprise Funds](#)

EFFECTIVE DATE

This policy was adopted: October 2018



FORECASTING

PURPOSE

To assess the range of choices available to budget decision makers when determining how to allocate resources, this policy establishes guidelines for evaluating revenue sources and the requirement to determine an expenditure strategy as part of the annual budget process and longer range fiscal planning. Forecasting helps local officials understand the long-range implications of pending near-term decisions.

APPLICABILITY

This policy applies to the Select Board, Town Administrator and Finance Committee as Hubbardston's budget decision makers. It also applies to the job responsibilities of all revenue generating department heads.

POLICY

A. Revenue Guidelines

The Town will continually seek to diversify its revenue to improve the equity and stability of sources. Each year and whenever appropriate, the Town will reexamine existing revenues and explore potential new sources. A balance will be sought between elastic and inelastic revenues to minimize any adverse effects caused by inflation or other economic changes. Additionally, intergovernmental revenues (e.g., local aid, grants) will be reviewed annually to determine their short- and long-term stability in order to minimize detrimental impacts.

The Town will avoid using one-time revenues to fund ongoing or recurring operating expenditures. These one-time revenue sources can include, but are not limited to, free cash, overlay surplus, sale of municipal equipment, legal settlements, insurance proceeds, and gifts. Additionally, the Town hereby establishes the following priority order when appropriating one-time revenues:

- 1.) Snow and ice deficit
- 2.) Cash capital budget
- 3.) General Stabilization Fund
- 4.) Municipal Capital Stabilization Fund

Economic downturns or unanticipated fiscal stresses may compel reasonable exceptions to the use of one-time revenue. In such cases, the Town Administrator, in consultation with the Finance Committee, can recommend to Town Meeting its use for operational appropriations. Such use will trigger the Town Administrator to develop an action plan to avoid continued reliance on one-time revenues.

Historically, bond premiums (net of issuance costs) have been considered general one-time revenue to be used as an available source. [Chapter 218 of the Acts of 2016](#) (Municipal Modernization Act) amends current law by allowing communities to either apply the proceeds to the issuance, thereby reducing the amount needed to borrow, or to place the money in a separate fund and appropriate it for a future capital project. (Note: Premiums received for excluded debt must still be used to offset the stated interest costs of financing the project.)

State laws impose further restrictions on how certain types of one-time revenues may be used. The Town will consult the following General Laws when the revenue source is:

- Sale of real estate: [M.G.L. c. 44, §63](#) and [M.G.L. c. 44, §63A](#)
- Gifts and grants: [M.G.L. c. 44, §53A](#) and [M.G.L. c. 53A½](#)

This policy further entails the following expectations regarding revenues:

- The Assessing Department will maintain property assessments for the purpose of taxation at full and fair market value as prescribed by state law.
- Town departments that charge fees shall annually review their fee schedules and propose adjustments when needed to ensure coverage of service costs.
- The Building Department will notify the Town Administrator of any moderate-to-large developments that could impact building permit volume.
- Department heads will strive to be informed of all available grants and other aid and will carefully consider any related restrictive covenants or matching requirements (both dollar and level-of-effort) to determine the cost-benefit of pursuing them.
- Revenue estimates will be adjusted throughout the budget cycle as more information becomes available.

B. Expenditure Guidelines

Annually, the Town will determine a particular budget approach for forecasting expenditures, either maintenance (level service), level funded, or one that adjusts expenditures by specified increase or decrease percentages (either across the board or by department). A maintenance budget projects the costs needed to maintain the current staffing level and mix of services into the future. A level- funded budget appropriates the same amount of money to each municipal department as in the prior year and is tantamount to a budget cut because inflation in mandated costs and other fixed expenses still must be covered.

Under any chosen approach, expenditure projections will include potential cost-of-living adjustments to account for future contract settlements and compensation plan increases.

C. Financial Forecast Guidelines

To determine the Town's operating capacity for each forthcoming fiscal year, the Town Administrator shall annually prepare a five-year financial projection of revenues, expenditures and debt service. These forecasts shall be used as planning tools in developing the following year's operating budget as well as the five-year capital improvement plan.

To ensure the Town's revenues are balanced and capable of supporting desired levels of services, forecasts for property taxes, local receipts, and state aid shall be conservative based on historical trend analyses and shall use generally accepted forecasting techniques and appropriate data. To avoid potential revenue deficits, estimates for local receipts (e.g., inspection fees, investment income, license fees) should generally not exceed 90 percent of the prior year's actual collections without firm evidence that higher revenues are achievable. In order to achieve the 90 percent estimate, the Town Administrator shall create a five year plan to reduce revenue estimates to the 90 percent level.

Additionally, the Town's forecast model should assume that:

- Current service levels will provide the baseline projections
- Property taxes (absent overrides) will grow at the limits of Proposition 2½
- New growth will be projected conservatively, taking into account the Town's five-year average by property class
- State net school spending requirements will be annually met or exceeded
- Local receipts and state aid will reflect economic cycles
- Historical trends in the growth of operating expenses and employee benefits
- Estimated cost-of-living adjustments of future contract settlements and compensation plan increases
- Debt service on existing debt will be paid and Capital Planning and Debt policies will be followed
- Reserves will be built and maintained in compliance with its Financial Reserves policy

REFERENCES

[Chapter 218 of the Acts of 2016 M.G.L. c. 44, §63](#)

[M.G.L. c. 44, §63A](#)

[M.G.L. c. 44, §53A](#)

[M.G.L. c. 53A½](#)

[M.G.L. c. 44, §20](#)

Hubbardston Debt Policy

Hubbardston Financial Reserves Policy

Hubbardston New Growth Policy

Division of Local Services Best Practice: [Revenue and Expenditure Forecasting](#)

Division of Local Services Bulletin 2013-01B: [Bond Premiums and Debt Exclusions](#)

Government Finance Officers Association article: [Structuring the Revenue Forecasting Process](#)

Division of Local Services IGR 17-21 Borrowing

EFFECTIVE DATE

This policy was adopted November, 2018.

