

WEST BOYLSTON COMMUNITY PRESERVATION COMMITTEE

APPLICATION FORM

[page 1]

Project Name:

Blueberry Hill Parking

Date: August 28, 2019 rev. 9/18/18

CPA Funding Requested: \$ 16,000.00

Total project cost: \$ 16,000.00

Category (check all that apply):

Open Space

Historical

Housing

X Recreation

Lot Number: 9.1 *

Assessors' Map: 155 *

Number of acres in Parcel: 12.5 *

Number of proposed housing units: 0 *

Project Sponsors/

Organization: Open Space Implementation Comttee & Conservation Commission

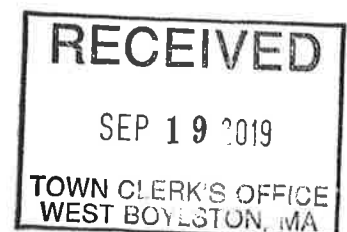
Contact Name: Vincent Vignaly

Address: 140 Worcester Street, Town Hall, West Boylston

Phone # (508) 835-9084 E-Mail osic@westboylston-ma.gov

Insert additional information, if applicable to the application

See attached Appendix A.



APPLICATION FORM[page 2]***Application Requirements***

A complete application consists pages 1 and 2 of the application form along with the following information:

1. A detailed description of the project explaining how your proposal benefits the Town of West Boylston and how it meets CPA goals and selection criteria outlined in the Town of West Boylston Community Preservation Plan. Are there any special permits, variance, or other approvals required? Are there any legal ramifications or impediments to this project?
2. A detailed project budget including any additional revenue sources. Will there be any annual costs to the town once the project is operational? If the project is expected to continue over more than one year or if bonding for the project is anticipated, detail the cost of the project on the following table:

Fiscal Year ending June 30,	CPA Funds	Other Funding	Total Cost
<u>2020</u>	<u>\$ 16,000.00</u>	<u>\$ 0</u>	<u>\$ 16,000.00</u>

3. A project time line.
4. Additional supporting information such as photographs, plot plans, and maps, if applicable.

Please file 10 copies of your completed application with the Town Clerk.

Applications for funding must be filed by January 1 to be considered for funding at the spring semi-annual town meeting and by June 1 to be considered for funding at the fall biannual town meeting. However, the Community Preservation Committee may accept late applications after these deadlines, for emergency or other appropriate reasons, solely at the Committee's discretion.

Signature on the application form indicates that the applicant has the right to enter into contracts for the organization seeking funding and has read and understands all regulations in the packet.

Applicant signature _____

For Community Preservation Committee Use:

Date request received by West Boylston CPC: _____

Copies provided to CPC Members on _____

Blueberry Hill Parking Area Addenda

Overview:

The Open Space Implementation Committee and the Conservation Commission (Proponents) have been working with the Greater Worcester Land Trust (GWLT), to provide a safe access to property that the town purchased for Open Space in May of 2017. The work currently proposed includes surveying and marking the property corners, and clearing and grading an area to provide a gravel parking area for 6-8 cars and the driveway to safely access Goodale Street, as well as installation of a culvert to cross an existing ditch on the property.

The October 2016 Town Meeting authorized the purchase of this property for \$172,500.00 through the Open Space Protection portion of the Community Preservation Funding program to provide limited passive recreation.

The maintenance of the trails and parking area will be completed by volunteers, with snow plowing done by Town DPW personnel. Security will be provided by Town Police and the design is such that the parking area will be visible from the street.

Process and Timeline:

The Proponents requested quotes for the three aspects of the work, to be completed in the order listed:

1. Property line surveying and marking. \$ 4,600.00 from Milone & MacBroom, Inc.
2. Tree clearing work. \$ 3,300.00 from Favreau Forestry.
3. Parking area stump removal, compaction, gravel, and grading; and trail pipe installation. \$8,000.00 from Grady and Sons, Inc.

The total quoted costs are \$ 15,900.00, with \$ 100.00 requested for contingencies for a total request for CPA funds of \$ 16,000.00 from the Recreation portion.

The contracted work is anticipated to be completed by June 30, 2020, depending on the weather.

Additional Funding Sources:

No additional funding is being requested. The initial trail construction and trail maintenance will be done by volunteers.

Justification:

The project meets the CPA Goals by providing the next phase of use for the property acquired by the Town for Open Space protection and limited Recreation.

The proposal meets the CPC Goals by providing the following benefits to the Town:

Open Space Goal 3: Improve public access and trail linkages to existing conservation, recreational and other land uses. The project provides increased utilization of current town-owned protected open space by providing safe parking and access at a dangerous twisting roadway. The trails will connect with trails to be created on adjacent land (13.5 acres) owned by the Holden White Oak Land Trust.

APPENDIX A: APPLICATION FORM

Open Space Goal 6: Preserve West Boylston's rural character. The proposed parking layout is set back from the road and neighbors, while providing access to future trail network for walking, skiing, and wildlife viewing opportunities.

Recreation Goal 4: Offers a range of recreational opportunities to all residents, regardless of age, gender or disability.

Recreation Goal 5: Supports multiple recreation uses, including those prohibited in other town open space areas, such as dog walking, mountain biking, and limited camping for scouts.

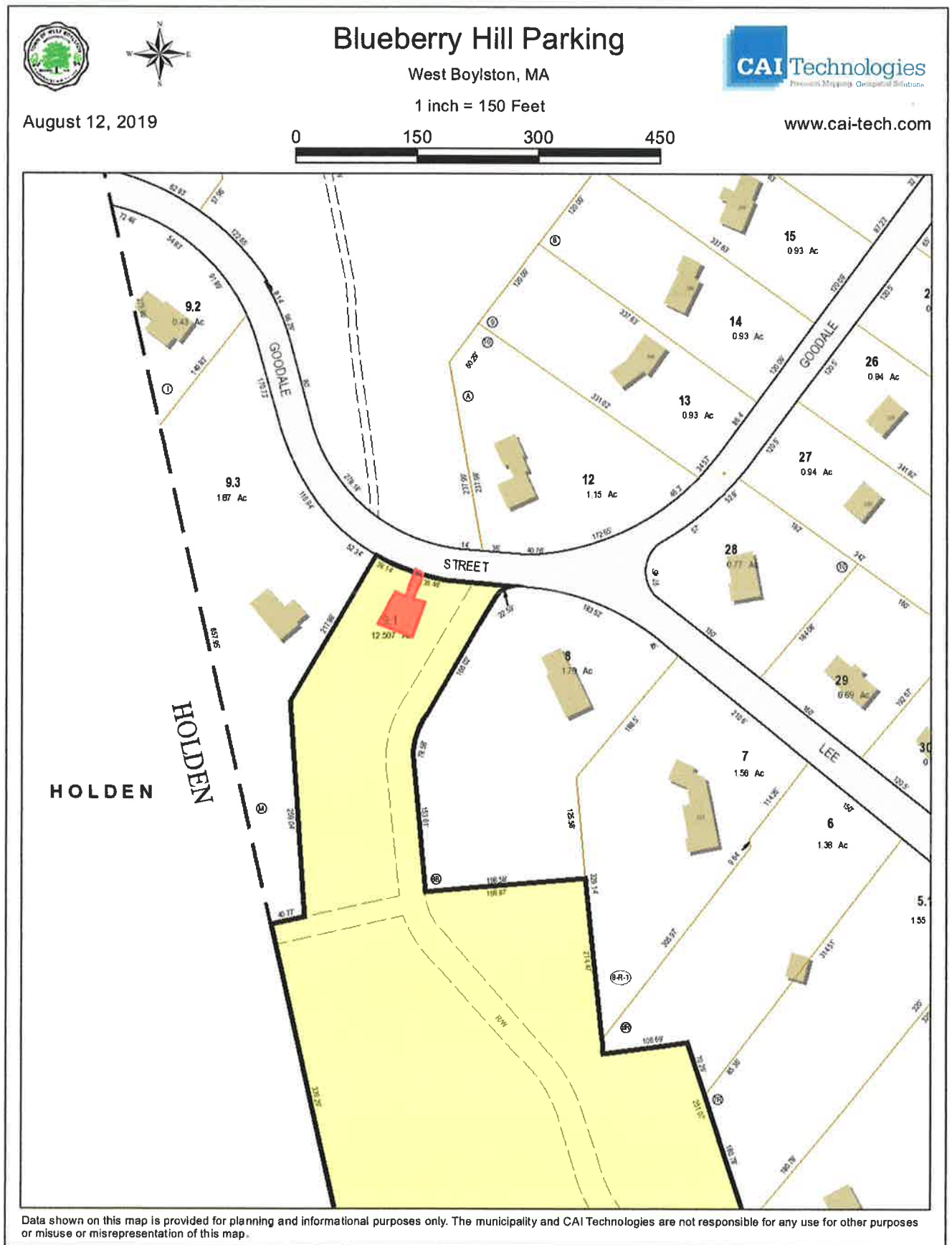
Recreation Goal 6: Contributes to the overall current recreational needs of the Town of West Boylston by providing a new recreational opportunity for camping and mountain biking and expansion of existing hiking, skiing, and wildlife enjoyment opportunities available to West Boylston residents of all ages.

Recreation Goal 8: Enhances the quality and variety of passive and active recreational opportunities for all age groups and abilities by creating safe and handicapped access.

Project Plan:

A sketch of the northern portion of the property follows, with the proposed driveway and parking area shown in red.

APPENDIX A: APPLICATION FORM





September 18, 2019

Mr. Vincent Vignaly, Chairman
Open Space Implementation Committee
Town of West Boylston
140 Worcester Street
West Boylston, MA 01583

RE: Property Stakeout and Project Update
Town of West Boylston, Massachusetts
MMI #6381-02-0

Dear Mr. Vignaly:

The Open Space Implementation Committee (OSIC) is proposing improvements to the parcel of land abutting Goodale Street (Book 5705, Page 65) owned by the Town of West Boylston and designated as conservation land. The improvements include a small gravel parking area and trail head for public use of the parcel for hiking. Prior to constructing these improvements, the OSIC would like the property boundaries staked and pinned for the entire parcel.

Our scope of services on this project will involve the following items:

SCOPE OF SERVICES

Task 1 – Parcel Delineation

- 1.1 Conduct deed research of Parcel B as identified on attached plan and recorded in Worcester District Registry of Deeds at Book 57051, Page 64.
- 1.2 Tie into existing monuments and coordinate field traverse with property plan and monuments at the back (south) of the parcel.
- 1.3 Locate property corners and install pins at corners without monuments.
- 1.4 Stake property boundary lines (approximately 100 to 300 feet) between corners for delineation of parcel boundary and recorded easements within the parcel boundary.

TIME FOR COMPLETION

The field work will be scheduled following acceptance of this proposal and will take approximately six to eight weeks to complete. It is understood that this work may be subject to delays due to weather, stakeholder scheduling, strikes, or any other cause beyond the reasonable control of Milone and MacBroom, Inc.

PROFESSIONAL FEES

The services described above will be performed for a lump sum fee of \$4,600.00

STANDARD TERMS AND CONDITIONS

This proposal is subject to our Standard Terms and Conditions, which are attached hereto and incorporated herein.

EXCLUSIONS AND LIMITATIONS

In submitting this proposal, we make no representation that the project will receive all necessary regulatory approvals.

ACCEPTANCE

If the above proposal meets with your approval, work may be initiated by signing a copy in the space provided below and returning it to us for our files.

We appreciate the opportunity to be considered for this project and look forward to your acceptance of our proposal and a continued pleasant and rewarding association.

Very truly yours,

MILONE & MACBROOM, INC.



William R. Van Duzer, PE, PTOE
Lead Project Engineer, Transportation



Mark R. Arigoni, PLA, Vice President
Massachusetts Regional Manager

Enclosures

The above proposal and attached Standard Terms and Conditions are understood and accepted:

By: _____ Date: _____

(Print name and title)

STANDARD TERMS AND CONDITIONS

Unless specifically excluded in the Contract, these Terms and Conditions are incorporated by reference into the foregoing proposal or contract and shall be part of the Agreement under which Services are to be performed by Milone & MacBroom, Inc. (**MMI**) for the **Client**.

1. **Method of Payment:** Monthly, **MMI** will invoice **Client** for all Services rendered during the previous month. Invoices will be due upon receipt. Any unpaid invoices and charges will draw late payment fees at 1½% per month commencing 30 days after date of invoice. **Client** shall notify **MMI** in writing of any disputed amount within 10 days after date of invoice; otherwise, **Client** shall be deemed to have waived any objection to all invoice charges and agreed to the invoice being acceptable. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Lump Sum Fee Price and Fixed Price contracts will be invoiced on a percent-complete basis as determined by **MMI**. Unless otherwise agreed, out-of-pocket costs for mileage, special mailing, reprographics, and similar costs will be invoiced as additional direct expenses. Subconsultant fees will be invoiced at cost plus a 10 percent markup for processing. In the event that **MMI** retains a collection agency or attorneys to recover any monies owed by **Client** to **MMI**, then **MMI** shall also be entitled to recover its reasonable cost of collection and legal costs from **Client**, including, but not limited to, all fees and costs incurred by **MMI** under mediation and litigation proceedings. **MMI** may suspend or terminate any and all of the Services if payment of any invoiced amount not reasonably in dispute is not received by **MMI** within 60 days from the date of **MMI's** invoice. Such suspension of services is done without waiving any other claim against **Client** and without incurring any liability to **Client** for such suspension due to **Client's** breach of payment terms. Termination shall not relieve **Client** of its obligation to pay amounts incurred up to termination.

The **Client's** obligation to pay for the Services performed under this Agreement is in no way contingent upon **Client's** ability to obtain financing, zoning, approval of governmental or regulatory agencies, favorable judgment of lawsuit, or upon **Client's** successful completion of project. Should Services be suspended for a period of ninety (90) days, **MMI** shall be entitled to additional compensation to reinstate work. Lump sum fees, if applicable, quoted in this Contract shall remain valid for a period of twelve (12) months from the date of Contract. Thereafter, they may be adjusted in accordance with **MMI's** current rate structure. Hourly personnel rates may be adjusted on an annual basis.

2. **Level of Services:** The Level of Service will be performed for the exclusive benefit of **Client**. **MMI** will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of **MMI's** profession practicing in the same or similar locality at the time of performance. No other warranty, express or implied, is made or intended, and the same are specifically disclaimed.

Client shall not be entitled to assert a claim against **MMI** based on any theory of professional negligence or violation of the standard of care unless and until **Client** has obtained the written opinion from a licensed, independent, and reputable engineering and/or environmental professional, as appropriate for the Services in question, that **MMI** has violated the standard of care applicable to **MMI's** performance of those Services under this Contract. **Client** shall promptly provide such independent opinion to **MMI**, and the parties shall endeavor in good faith to resolve the claim within 30 days.

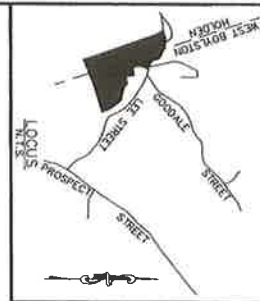
3. **Deliverables:** All hard paper copies of deliverables, including, and limited to, any and all reports, drawings, plans, and specifications prepared by **MMI** hereunder shall be delivered to **Client** upon final payment for **MMI's** Services. Deliverables may not be used or reused by **Client**, its employees, agents, or subcontractors in any extension of the project or on any other project or any other use without the prior written consent of **MMI**. **Client** agrees that all deliverables furnished to the **Client** not paid for in full will be returned to **MMI** upon demand and will not be used for design, construction, permits, or licensing. All originals of such deliverables shall remain in possession of and the property of **MMI**. Copies of any electronic media or disks of originals of any of **MMI's** deliverables, such as designs, specifications, calculations, CAD documents, etc., shall not be made available unless a specific agreement is made to the contrary as part of the Scope of Services. All the drawings, plans, specifications, and deliverables prepared by **MMI** are instruments of **MMI's** service, and **MMI** shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, including, but not limited to, the copyrights.

MMI shall have the right to include photographic or artistic representations of the Project among **MMI's** promotional and professional materials. **MMI** shall be given reasonable access to the Project to make such representations. **Client** shall advise **MMI** of confidential or proprietary information which should be excluded from promotional materials.

4. **Limitation of MMI's Liability to Client:** In recognition of the relative risks and benefits of the Project to both the **Client** and **MMI**, the **Client** agrees that except for circumstances caused by the willful misconduct of **MMI**, all claims for damages asserted against **MMI** by **Client**, including claims against **MMI's** directors, officers, shareholders, employees, and agents, are limited to the total fee for services rendered or \$250,000.00, whichever is less. **MMI** is solely responsible for its personnel only, and no others. **MMI** shall not be responsible for any special, incidental, indirect, or consequential damages (including loss of profits) incurred by

Client as a result of **MMI's** performance or nonperformance of Services. **MMI** shall not be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service provider to install work in accordance with the plans, specifications, or applicable code, or for the actions or inactions of regulatory agencies. Any claim shall be deemed waived unless made by **Client** in writing and received by **MMI** within one (1) year after completion or termination of the Services.

5. **Client Indemnification:** **Client** shall indemnify and hold harmless **MMI** and its shareholders, directors, officers, employees, and agents against all losses or claims, and costs incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, or contamination of or adverse effects on the environment, arising out of or which are in any way connected with (i) the acts or omissions of **Client**, **Client's** employees, agents, and subcontractors, or (ii) **Client's** breach of Contract.
6. **Required Disclosures by Client:** **Client** shall provide **MMI** all information which is known or readily accessible to **Client** which may be reasonable and/or necessary for completion of the Services by **MMI** or protection or safety of **MMI** personnel.
7. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Contract, Force Majeure includes, but is not limited to, adverse weather conditions; floods; epidemics; war; riot; strikes; lockouts and other industrial disturbances; unknown site conditions; accidents; sabotage; fire; loss of or failure to obtain permits; unavailability of labor, materials, fuel, or services; court orders; acts of God; and acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.
8. **Termination:** This Contract may be terminated by either party upon thirty (30) days' written notice to the other party. Irrespective of which party terminates or the cause therefor, **Client** shall, within thirty (30) days of termination, compensate **MMI** for fees, charges for services, and costs incurred up to the time of termination, as well as those associated with termination activities. It is agreed, at any time after the total compensation payable to **MMI** under this Contract is met, that **MMI** shall have the right to suspend or terminate further performance or continuance of Services until **Client** and **MMI** have executed an extension to the contract or a new contract.
9. **Entire Contract:** This Contract constitutes the entire agreement, including herein-referenced proposal(s), attachments, and schedules, etc., between the parties and supersedes any and all prior written or oral agreements, negotiations, or understandings existing between the parties. This Contract may be amended only by written instrument signed by each party.
10. **Testimony:** Should **MMI** or any **MMI** employee be requested by any party or compelled by law to provide nonexpert testimony or other evidence with respect to the Services, and **MMI** is not a party to the dispute, **MMI** shall be compensated by **Client** for **MMI's** preparations, document retrieval, document reproduction, and testimony at **MMI's** current hourly rates. **MMI** shall provide expert witness testimony pertaining to any Services at premium rates of 1.5 times the then current hourly rates. **Client** agrees to reimburse **MMI** for reasonable travel, lodging, and meal expenses that are incurred in conjunction with providing either expert or nonexpert testimony or other evidence.
11. **Precedence and Survival:** This Contract shall take precedence over any inconsistent or contradictory provisions contained in any **Client**-issued purchase order, requisition, notice to proceed, or like document regarding the Services. All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between **Client** and **MMI** shall survive the completion of Services hereunder and the termination of this Contract.
12. **Governing Law:** This Contract shall be governed by, construed, and interpreted in accordance with the laws of the Commonwealth of Massachusetts, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.
13. **Claims, Disputes/Mediation:** For any claim, dispute, or other matter in question between parties to this Contract arising out of or relating to this Contract or breach thereof, the parties shall first attempt to resolve such issue through discussions between **MMI** and **Client**. Any claim or dispute not resolved per the above discussions shall be subject to and decided by and through the process of nonbinding mediation. Such mediation process shall be done by and through an independent court-certified mediator. All mediation proceedings, hearings, and meetings shall be held in Cheshire, Connecticut. Any unsettled claims, disputes, or other matters in question between parties not settled and agreed to by this process of mediation shall be subject to and decided by and through litigation.



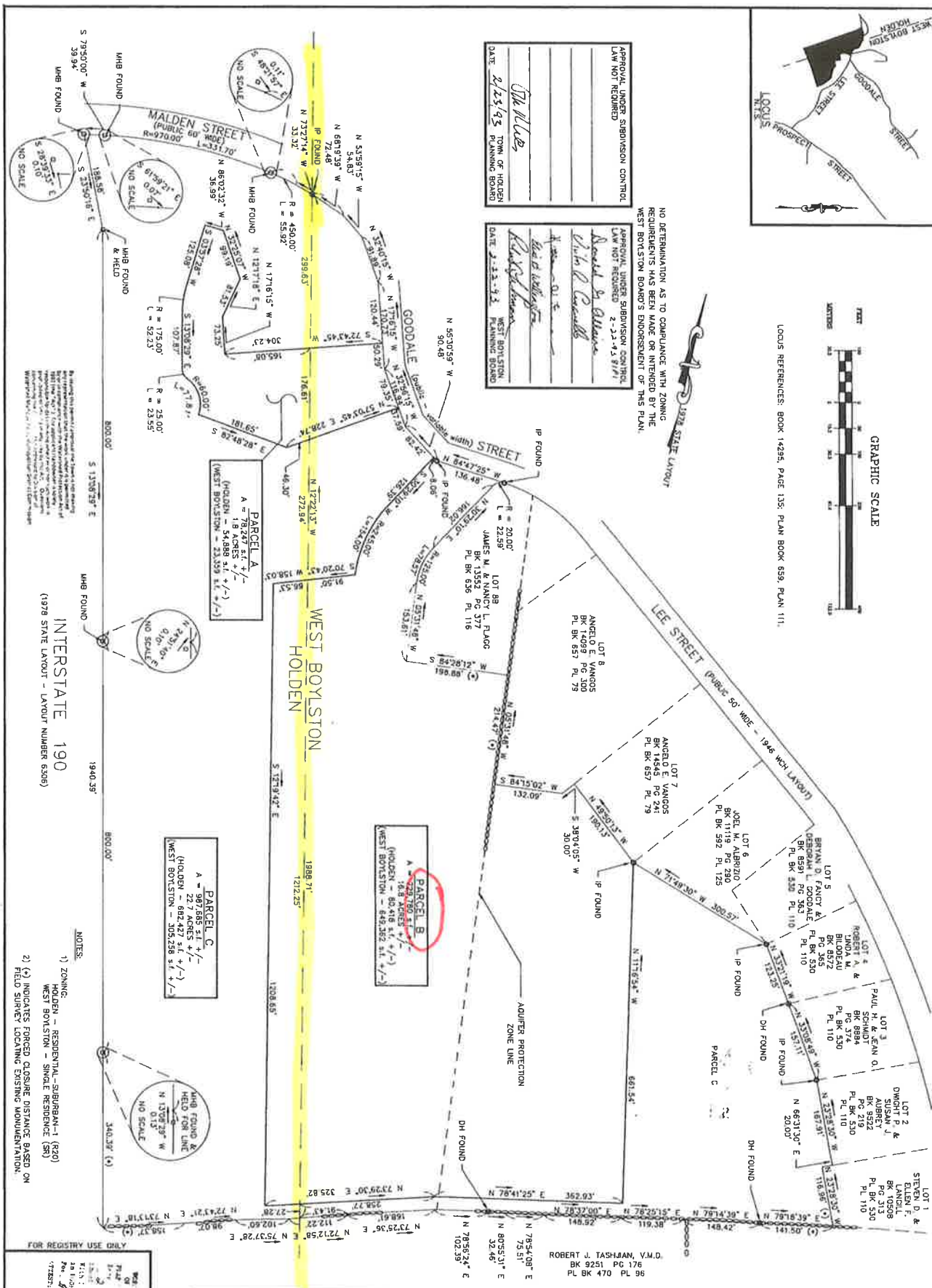
LOCAL REFERENCES: BOOK 14295, PAGE 135; PLAN BOOK 659, PLAN 111.

NO DETERMINATION AS TO COMPLIANCE WITH ZONING REQUIREMENTS HAS BEEN MADE OR INTENDED BY THE WEST BOYLSTON BOARD'S ENDORSEMENT OF THIS PLAN.

APPROVAL UNDER SUBDIVISION CONTROL
LAW NOT REQUIRED

DATE 2/23/93
TOWN OF HOLDEN
PLANNING BOARD

APPROVAL UNDER SUBDIVISION CONTROL
LAW NOT REQUIRED
DATE 2-23-93
TOWN OF HOLDEN
PLANNING BOARD



DESIGNED BY MJP		PLAN OF LAND IN HOLDEN AND WEST BOYLSTON, MASSACHUSETTS	
DRAWN BY MJP		OWNED BY JOEL M. ALBRIZIO	
CHECKED BY TRC		GRAVES ENGINEERING, INC.	
DATE 2-12-93		27 WEST MOUNTAIN ST., WORCESTER, MA 01605 (508) 656-0331	
SCALE AS NOTED		SHEET 1 OF 1	

I CERTIFY THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

BY: Timothy R. Callahan DATE: 2/16/93
TIMOTHY R. CALLAHAN, PLS 35022



109 Chase Hill Rd.
Sterling, MA. 01564
(978) 706-1038
(978) 365-4302 Fax
Office@FavreauForestry.com
www.FavreauForestry.com

PROPOSAL

Date	Proposal #
8/2/2019	4686

Name / Address
West Boylston Open Space Impl. Cmte. Vin Vignaly, Chair 120 Worcester St. West Boylston, MA 01583

Customer Contact	Customer Phone	Customer E-mail
	508-835-3671	vvignaly@gmail.com

Description	Qty	Rate	Total
Remove trees from approximately 40' x 40' area for proposed parking area for walking trail off Goodale St. West Boylston.		3,300.00	3,300.00
Please sign and return to be scheduled for services.			Total 3,300.00

Client Signature: _____ Date: _____

All normal work operations are performed according to ANSI A300 standards. Customer accepts ownership responsibility of tree(s) to receive above said services and holds Favreau Forestry harmless of any liability that may arise. Favreau Forestry is not responsible for any damage done to the lawn. By signing the Proposal you recognize and agree to the Terms and Conditions Sheet.
This is not a total assessment of trees on your property.



Favreau Companies offers: * Quality All Natural Beef * Hay Bales * Compost * Farm Loam * Septic Services *
www.FavreauCompanies.com

J.R. GRADY & SONS, INC.

Asphalt Paving & Excavation
18 Marshall Street
Clinton, Massachusetts 01510

PROPOSAL

Date	Proposal No.
6/28/2019	2019-2278

TEL: 978-365-2292 ~ FAX: 978-365-2270
Email: JRGRADYNSONS@comcast.net

Proposal Submitted To:

Since 1906

Open Space Impementation Committee
West Boylston Town Hall
140 Worcester Street
West Boylston, MA 01583-1310

Email

vvignaly@gmail.com

Home Phone

Cell Phone

FAX

Work Phone

508-835-9084

PLEASE SIGN, DATE AND RETURN ONE COPY OF THIS
QUOTE SO WE MAY INCLUDE YOU IN OUR SCHEDULE.
ALSO INCLUDE CONTACT INFORMATION IF MISSING.

Description	Cost
This is our estimate to excavated stumps and regrade areas 60' x 40' and 20' x 10' with 10" to 12" of process RAP. Also, installation of 20' x 24" HDPE pipe with 6' wide trail. Prevailing Wage Applies	8,000.00
NOTE: PRICE MAY BE SUBJECT TO CHANGE DUE TO THE RISING COST OF LIQUID ASPHALT AND FUEL OIL.	

Michael Grady

This proposal may be withdrawn by us if not accepted within _____ days.

Michael Grady
Authorized Signature

Date of Acceptance

Customer Signature

ACCEPTANCE of PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made upon receipt of invoice. I understand a finance charge of 1½% (equal to 18% per annum) will be charged on all past due accounts.