



RECEIVED
CITY CLERK

2022 SEP -1 P 5:39

CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-TWO

SPONSORED BY: Kassandra Gove **BILL No. 2022-120**
Kassandra Gove, Mayor

An Order to authorize the Mayor to accept and expend a grant in the amount of \$134,400 from the Massachusetts Department of Conservation and Recreation Mass Trails Grant Program for the Amesbury Carriagetown Connector project.

Summary: Amesbury will be expanding its portion of the Coastal Trail Network. Picking up at the Amesbury Riverwalk at Carriagetown Plaza the trail will extend behind the shopping center, continuing along the shopping center entrance road to Elm Street. The new connector will allow a continuous path from downtown Amesbury to Salisbury via Salisbury's Ghost Trail and Old Eastern Marsh Trail, as well as to Newburyport via the Garrison Trail over the I-95 Whittier Bridge and the Clipper City Rail Trail. The project is valued at \$219,400. The balance of funding for this project will come from Coastal Trails Coalition, Amesbury Healthcare Charitable Trust and Department of Public Works (Chapter 90 Program).

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

That the City of Amesbury authorizes the Mayor to accept and expend a grant in the amount of \$134,400 from the Massachusetts Department of Conservation and Recreation Mass Trails Grant Program for the Amesbury Carriagetown Connector project.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>

CONTRACTOR LEGAL NAME: CITY OF AMESBURY (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Conservation and Recreation MMARS Department Code: DCR	
Legal Address: (W-9, W-4): 39 SOUTH HUNT ST., AMESBURY, MA 01913		Business Mailing Address: 136 Damon Road, Northampton, MA 01060	
Contract Manager: ROBERT DESMARAIS	Phone: 978-500-2138	Billing Address (if different):	
E-Mail: ROB@AMESBURYMA.GOV	Fax:	Contract Manager: Amanda Lewis	Phone: 617-645-8314
Contractor Vendor Code: VC		E-Mail: amanda.lewis@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD		MMARS Doc ID(s): 3CTDCR8400P233508G2	
(Note: The Address ID must be set up for EFT payments.)		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 all Grants - 815 CMR 2.00) (Solicitation Notice or 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"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> 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 Date, 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"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
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 new total if Contract is being amended). \$ <u>134,400.00</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: __agree to standard 45 day cycle __statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __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.) MassTrails Program Grant: <u>P23-3508-G2A</u> <u>AMESBURY CARRIAGETOWN CONNECTOR</u>			
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 <u>June 30, 2023</u> , 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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further 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, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, 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: <u>Kassandra Cove</u> Date: <u>6/16/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Kassandra Cove</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Max Tassinari</u> Date: <u>7/19/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Max Tassinari</u> Print Title: <u>CFO</u>	



Notice To Proceed

Robert Desmarais
City of Amesbury
39 South Hunt Street
Amesbury, MA 01913

**RE: Carriagetown Connector - Award
Contract No.: P23-3508-G2A**

Dear Mr. Desmarais,

The following is provided as formal authorization to proceed with your MassTrails Program Grant as described in your proposal for the Carriagetown Connector project. The authorization is effective as of the date signed below and the reimbursable portion of the project is not to exceed the grant amount of \$134,400. All work is expected to be completed by June 30, 2023.

Department oversight will be provided by **Amanda Lewis**, MassTrails Program Manager. All official project correspondence, reimbursements, and other documentation and tracking forms must be submitted to the MassTrails administrative team at amanda.lewis@mass.gov and elizabeth.knott@mass.gov, unless otherwise specified.

Sincerely,

Patrice Kish

Patrice Kish
Chief, Design and Engineering

07/19/2022

Authorization Date

cc: Robert Boncore, Director of Contract Administration & Procurement
Ginna Johnson, Bureau of Design and Project Management
Amanda Lewis, MassTrails Program Manager
Libby Knott, MassTrails Grants Coordinator





**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
MASSTRAILS GRANT AWARD**

Grant Award Recipient: City of Amesbury

Award Date: July 19, 2022

Grant Contract ID: P23-3508-G2A

MASSTRAILS GRANT AGREEMENT

This document represents a Grant Agreement between City of Amesbury and the Department of Conservation and Recreation (DCR) for the Amesbury Carriagetown Connector project as awarded under the MassTrails Grant Program. Upon signature of this Grant Agreement by the Project Manager or authorized signatory and in conjunction with execution of the fiscal grant contract by the State, City of Amesbury may proceed to incur direct and matching expenses in relation to the project scope.

1. GENERAL PURPOSE

The City of Amesbury agrees to perform, as outlined in its application and any approved revisions, services related to **Amesbury Carriagetown Connector** project, in accordance with all regulations, policies and procedures set forth by the State under the MassTrails Program.

Project conditions: This project must have early coordination with NHESP as recommended by the Department of Environmental Protection.

2. GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be **\$134,400.00**. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases. It is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation, and if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this grant in whole or part immediately. Any funds awarded but not spent by the Grantee by the project termination date shall lapse. In addition, the Grantee must provide complete and final reimbursement documentation no later than 30 days after the project termination date or the funds will lapse.

3. COST SHARING PROVISIONS

The Grantee will be required to provide acceptable documentation in a format that fully accounts for and certifies that the matching funds or in-kind services have been, in fact, incurred on the project. The Grantee must document a minimum of 20% of the *total project cost*, or the amount

listed in the grant proposal. The proposed match for this project, as stated in the grant proposal, is **\$85,000.00**.

4. TERM OF GRANT CONTRACT

This grant contract is effective from the date of the signed contract to **June 30, 2023**. All expenditures submitted for reimbursement must occur within the contract time period. No direct expenses submitted for reimbursement will be accepted or reimbursed if they occur outside of the contract time period. Match can occur outside of the contract time period if negotiated with the MassTrails Administrator. Match must be documented and submitted in order to formally close out the grant and for the grant project to be considered complete.

5. GRANTEE RESPONSIBILITIES AND COMPLIANCE

This MassTrails Grant Award represents State financial support for a project through a competitive Request for Proposals (RFP) process and does not preclude any state, federal, or third-party compliance or required steps and tasks to complete the project. Receipt of a MassTrails grant does not translate into automatic State cooperation and/or imply approval across agencies nor does it imply special consideration for additional funding by state agencies or future MassTrails grant applications. The Grantee understands and acknowledges, by signing this Grant Agreement and accepting a MassTrails grant award, that the responsibilities for compliance with state and federal regulations and the grant process, procedures, and requirements contained herein are designated to the Grantee alone. It is the responsibility of the Grantee to review this document as needed to stay updated on grant steps and oversight. The MassTrails Administrator is not responsible for any of the steps or tasks contained herein or as a part of the project, regardless of whether those steps or tasks involve a state agency (including DCR) or not. It is the sole responsibility of the Grantee to contact *appropriate* agency personnel to obtain required permitting needed to complete the project or to initiate any outstanding easement or care and control issues, for example. It is the sole responsibility of the Grantee to successfully undertake project communication, procurement, and reimbursement and match tracking.

6. GRANT INITIATION

The Grantee shall sign and submit the required Grant Contract Fiscal Paperwork as well as sign this Grant Agreement document before any project work can begin. A site visit will be scheduled with the MassTrails Administrator to review the grant work and the MassTrails Grant Initiation Form on site before contracting is finalized. In some cases, remote communication will replace the site visit, as determined by the MassTrails Administrator. **The Grantee is required to complete the online Grant Initiation Form and submit it after the site visit/remote communication takes place, finalizing the scope and budget of the grant project.** The Grant Initiation document will be the basis for all reporting going forward and the project will not be closed out until all tasks in the Initiation document have been completed.

A template for the Grant Initiation Form is available on the MassTrails Grants website, as well as a link to the online form submittal

7. PROJECT PROGRESS REPORTS

The Grantee shall submit the online **Grant Project Progress Report** quarterly, or upon request by the MassTrails Administrator at any time. The Progress Report must reflect any changes which were requested between progress reporting periods.

A template for the Progress Report is available on the MassTrails Grants website, as well as a link to the online form submittal.

8. PROJECT AMENDMENT REQUESTS

The Grantee shall not amend, revise, or change the approved application, scope or budget (including the proposed match) without the written consent of the MassTrails Administrator. Requests for a revised scope or budget must be submitted in writing and approved before the Grantee may proceed with the changes. This can be done by completing the online **Grant Amendment Request Form**. If the amendment request is approved and involves a **change in the grant budget amount, a Standard Contract Amendment Form must be fully executed** (signed by both parties) before proceeding with the updated expenditures. An initial conversation with the MassTrails Administrator is advised before filling out and submitting the form. If the change is not submitted to MassTrails and approved, any and all costs associated with the change will not be reimbursed.

A template for the Amendment Request Form is available on the MassTrails Grants website, as well as a link to the online form submittal.

9. PROJECT COMPLETION REQUIREMENTS

Final reimbursement is contingent upon a satisfactory review of the project, including completing the proposed scope as outlined in the Grant Initiation Form and subsequent forms, and consistency with the proposed budget.

Before the final reimbursement can be finalized and paid, either a final Site Visit or a final remote communication must take place between the Grantee and the MassTrails Administrator. When the project is completed and/or when final documents are being prepared, contact the MassTrails Administrator to determine if a site visit or remote communication is appropriate. At that time, the **Grant Close Out Form** will be discussed. This form mirrors the Grant Initiation Form and must show that all proposed tasks in the initial scope and budget have been completed, much like a contractor's "punch list." If a Grant Amendment was approved, the Close Out form will also show the changes and that the project was completed according to all approved grant amendments. A two-page **Project Summary Form** is required to be filled out as a part of the Grant Close Out process.

Once the project is determined to be complete as proposed, the Grantee shall submit a **Final Request for Reimbursement**. The Final Request for Reimbursement will be filled out using the Request for Reimbursement cover sheet and labelling it as FINAL. The Final Report shall document the project's goals, accomplishments, barriers encountered, and lessons learned.

Templates for the Grant Close Out Form, the Project Summary Form, and the Reimbursement Cover Sheet and Workbook are available on the MassTrails Grants website, as well as a link to the online form submittal. Instructions for the Reimbursement procedure are provided in a subsequent section of this document below and on the reimbursement guidance document available online.

10. MASSTRAILS ACKNOWLEDGEMENT SIGNS

The Grantee shall display formal and permanent recognition/acknowledgment of MassTrails funding at the project site or affixed on equipment purchased through the program. Signs should be constructed of sturdy material that is permanent, large enough to be clearly visible and located

at a prominent access point to the project area or prominently included within other signs or kiosks. The suggested language identifies the site as a cooperative venture (e.g., "A Cooperative Trail Project between the 'Name of Municipality/Organization' and MassTrails" OR "This project is funded in part by MassTrails, administered by the Department of Conservation and Recreation"). Any printed materials such as trail brochures, celebration announcements or website information should also identify the financial partnership that made the project a reality. Stickers or decals shall be printed and displayed on all equipment purchased with MassTrails funding. **It is also encouraged that the Grantee develop and distribute a press release upon the award of the grant and/or project completion, acknowledging MassTrails as a source of funds for the project.**

11. TERMINATION OF GRANT CONTRACT

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

12. CONSTRUCTION INSPECTION REPORT; AUDITS

State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State may inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing, to the State within twenty-one (21) days of receipt of the inspection report. Final payment will not be made until deficiencies are corrected. The Grantee agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this grant.

13. RECORD RETENTION

All program and financial records shall be retained by the Grantee for state audit purposes and available for public inspection for a period of seven (7) years *after* the final payment on the project. At a minimum, the following records shall be maintained and made available for audit: invoices, for purchased materials and for all design and construction costs indicating check number and date paid on each invoice; cancelled checks or copies thereof; bid, solicitation, and procurement documents; work changes, change orders and contract amendments. Record retention for purchases of items \$10,000 or more must include, at minimum, documentation which provides the basis for contractor selection, justification for lack of competition when competitive bids or offers are not obtained, and a basis for the award cost or price.

14. COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

The Grantee will ensure that the project complies with all applicable state regulations as listed in this section. It is the responsibility of the Grantee to obtain any required permitting or record of communication with regulatory review agencies as instructed below. If required, documentation of the review or permit must be on file with the MassTrails Administrator before the trail project can begin. Tracking and submitting required documentation is the sole responsibility of the grantee. If documentation is not submitted at the appropriate time, the grant may be subject to termination.

- **Massachusetts Wetlands/Rivers Protection Acts and Local Wetland Bylaws**

Any project that alters land within 100 feet of a wetland or 200 feet of a river or stream (or

that meets any other condition of the Rivers or Wetlands Protection Act) will require the approval of the local Conservation Commission before any construction can proceed. If instructed by the Commission, filing an RDA and an NOI may be required.

- **Massachusetts Endangered Species Act (MESA)**

MESA protects rare species and their habitats by prohibiting the “Take” of any plant or animal species listed as Endangered, Threatened, or of Special Concern. Any project activities which occur within Estimated or Priority Habitat as identified by the Massachusetts Natural Heritage and Endangered Species Program (NHESP) must file with the program for review and approval, unless the project has been determined as exempt by NHESP.

- **Massachusetts Environmental Policy Act (MEPA)**

The MEPA review process provides meaningful opportunities for public review of potential environmental impacts of certain projects for which certain actions by state agencies are required. It requires state agencies to study the environmental impacts of projects requiring state permitting, financial assistance or land disposition, and to use all feasible measures to avoid, minimize, and mitigate damage to the environment or, to the extent damage to the environment cannot be avoided, to minimize and mitigate damage to the environment to the maximum extent practicable. Most MassTrails grants are exempt from MEPA. If a project does require MEPA review, the Grantee must submit a list of all relevant thresholds and indicate if an ENF and/or an EIR are required. The Grantee must submit relevant communication and final documents to the MassTrails Administrator before the project can proceed.

- **Other Required Permitting**

There are many additional permitting requirements which may or may not apply to a given project. It is the responsibility of the Grantee to seek out and determine which permits are required, from Temporary Construction Access permits to U.S. Army Corps of Engineers permits.

15. PROCUREMENT PROCEDURES

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

- a. Grantees’ avoidance of purchasing unnecessary items.
- b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement.
- c. When purchasing an item with a value between \$10,000 and \$150,000, grantees are required to obtain at least three bids for goods and/or services. The solicitations must provide for all of the following:
 - i. A clear and accurate description of the technical requirements for the material, product, or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - ii. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.

- iv. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
- v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
- vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

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

16. REIMBURSEMENT

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

- a. It is understood and agreed by the parties that in the performance of this grant and the services hereunder, the Grantee and its servants and employees are in all respects independent contractors and shall neither be determined to be employed by, nor agents of, the State, nor be entitled to any benefits provided by the State to its employees.
- b. The Grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. For example, a Grantee may not apply for reimbursement for a piece of equipment for which they have set up a loan agreement and monthly payment plan. The equipment must first be paid in full by the entity indicated on the state contract before any reimbursement will be authorized.
 - i. When requesting reimbursements, the Grantee shall submit **invoices/receipts** for actual costs incurred. All invoices/receipts must show dates within the contract period.
 - ii. The Grantee must also submit **proof of payment** (such as a cancelled check or credit card statement) of the invoice by the Grantee. All payments must be traced from the invoice/receipt to proof of payment *by the entity* on the state contract.
 - iii. For **major equipment** purchased through the program (such as a snow groomer), a receipt from the vendor indicating the equipment has been delivered and paid in full, including name, serial number, year of manufacture, accessories received and price from seller, shall also be submitted.
 - iv. For requests of reimbursement of **staff time**, time sheet records indicating dates and hours spent on the project, tasks accomplished, and billing rates must be submitted. Proof of payment to the staff must also be submitted, such as payroll records or copies of pay stubs. The hourly rate must be clearly displayed, or a letter from the organization stating the hourly rate of each employee must be provided. Indirect/fringe costs can be included. A letter from the organization stating the indirect cost rate must be included for verification of the rate.
 - v. If a third party has made a purchase on behalf of the Grantee, the original invoice/receipt must be documented as well as proof of that direct payment, as in a copy of the credit card statement of the third party showing the transaction. Then, proof of payment to the third party by the Grantee must be submitted (e.g., a cancelled check).
- c. The Grantee may submit multiple reimbursement requests, on a monthly basis at most, during the grant period.
- d. The **final Reimbursement Request** must be submitted as complete no later than 30 days after the grant contract has ended. For example, goods and services must be completed by

the end date of the contract, but payment for those goods or services and submittal of the reimbursement request can be submitted up to, but not exceeding, 30 days past the contract end date. Documentation must be complete at this time, meaning all required back up documents must be included and approved by the Grants Administrator. This may require submitting a "draft" reimbursement request prior to the deadline (this is recommended) to ensure that all required paperwork is included.

- e. The Grantee's final reimbursement will be held until a site visit has been conducted by the MassTrails Administrator and the Grant Close Out Form has been submitted and approved.
- f. The Grantee will submit a Final Report and Project Summary with the final reimbursement request.

17. MATCH

The Grantee shall document incurred **match** with each reimbursement request and/or with the final reimbursement request, unless otherwise authorized by the MassTrails Administrator. Match represents 20% of the TOTAL PROJECT VALUE, not 20% of the reimbursement amount. The easiest way to calculate this is to take your grant award amount and multiply by 0.25. For example, a \$100,000 grant award requires \$25,000 match (80% of \$125,000 equals \$100,000 and 20% equals \$25,000).

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

18. EQUIPMENT PURCHASES

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

If applicable, Buy America certification for the equipment must be submitted with the Grant Initiation Form before the grant contract and NTP are released to the Grantee.

An **Equipment Report** including the purchase details, title (if applicable), condition, use, and storage location shall be submitted with the Request for Reimbursement which contains documentation of the equipment purchase and match. The **Equipment Report** must then be submitted **annually, on the date of the original purchase, for a period of five years following the project end date.**

A template for the Equipment Report Form is available on the MassTrails Grants website, as well as a link to the online form submittal.

19. ACQUISITIONS

Projects involving land acquisition are required to follow the Executive Office of Energy and Environmental Affairs Land Acquisition Policy. If the project involves land acquisition, the MassTrails Administrator will provide the Grantee with documentation of the requirements and specifications.

20. LAND OWNERSHIP

Proposals for construction projects that will take place on land that is not owned or managed by the applying organization must include a signed statement from the landowner or manager specifically authorizing the project and ensuring that the property is open for continuing public access. Any required permits or authorizations, such as a Temporary Construction Access Permit, must be obtained BY THE GRANTEE and submitted to the MassTrails Administrator before any construction takes place. Tracking and submitting required documentation is the sole responsibility of the Grantee. If documentation is not submitted at the appropriate time, the grant may be subject to termination.

A list of the required steps/tasks or permitting for a project will be finalized and submitted on the **Grant Initiation Form** at the onset of the project. If the project will take place on private land, an easement for public access with a commitment of no less than 10 years must be in place. If there is a Conservation Restriction (CR) on the parcel, the CR holder must provide written authorization for the project as well. A plan for ongoing stewardship and continued communication must be formalized between the Grantee or other designated party and the landowners (or CR holders), for a period of no less than 10 years.

21. COMMUNITY AND STAKEHOLDER OUTREACH

It is the responsibility of the Grantee to manage and perform necessary outreach and notifications to the community, stakeholders, and abutters of the project area. Any community concerns or issues regarding the project will be addressed and managed by the Grantee. It is the Grantee's responsibility to have all permissions and approvals in place prior to trail design, construction, or maintenance work. If there is a particular point of controversy at any point during the grant project time period, the Grantee should notify the MassTrails Administrator as a courtesy and to discuss the issue.

22. SOVEREIGN IMMUNITY AND INDEMNIFICATION

The Grantee covenants to indemnify and hold harmless the State from and against any and all losses suffered by the State and any and all claims, liability or penalties asserted against the State by or on behalf of any person on account of, based in, resulting from arising out of, (or which may be claimed to have arisen out of) the acts or omissions of the Grantee. Nothing herein

contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of the grant.

23. INITIALIZED CHECKLIST AND SIGNATURE

Please initial in the line shown after each of the following statements and refer back to these statements and the Grant Agreement document in full for guidance as your project progresses:

- The Grantee understands that under no circumstances can their grant contract be extended. The end date of this grant is the date listed on the Standard Contract Form, NTP, and this document. As such, the Grantee has reviewed the project scope and budget and can ensure that the grant award will be spent within the contract time period, understanding that any funds which are not spent by the contract end date will return to the state as program slippage. Vg (Initial Here)
- The Grantee understands that this is reimbursement grant program. The grantee must first spend the money and then apply for reimbursement. A request for reimbursement must be submitted to the Grant Administrator as outlined specifically in this document, including a cover page, invoices/receipts for goods or services and documented proof of payment for those goods/services. Vg (Initial Here)
- The Grantee understands that they are responsible for accruing their proposed match and providing proof of that match, as outlined in this document, on the condition of being reimbursed for grant-funded expenses. Vg (Initial Here)

Photo Release and Authorization

- The Grantee authorizes the MassTrails Administrators to edit, alter, exhibit, publish, or distribute any photos shared with the MassTrails Program related to the grant project. In addition, the Grantee waives the right to inspect or approve the finished product wherein the photo appears. Photo credit will be shared when possible. Vg (Initial Here)

By signing below, the City of Amesbury confirms that they have read through and agree to the terms set forth in the agreement above.

Kassandra Cove
Authorized Signature

6/16/2022
Date

Kassandra Cove
Print Name

City of Amesbury
Organization/Agency

Please sign and retain a copy of this Grant Agreement for your records. Please scan the FULL signed document and email a digital pdf document to the MassTrails Grants Administration Team:

Amanda Lewis
MassTrails Program Manager
(617) 645-8314, amanda.lewis@mass.gov

Elizabeth Knott
MassTrails Grants Coordinator
(617) 981-5753, elizabeth.knott@mass.gov



COMMONWEALTH OF MASSACHUSETTS



2021 MASSTRAILS GRANTS PROGRAM

Grant Application Template

*This application template is provided for reference purposes only. All proposals must be submitted electronically through the program's online application portal. Please refer to the MassTrails Grant Guidelines and FAQs for assistance. An * indicates a required field.*

SECTION I: APPLICANT INFORMATION

- 1.1: ***Organization:** The City of Amesbury
- 1.2: ***Contact Name:** Robert Desmarais
- 1.3: ***Contact Phone:** (978) 500-2318
- 1.4: ***Contact Email:** ROB@amesburyma.gov
- 1.5: ***Mailing Address:** 39 South Hunt Street, Amesbury, MA
- 1.6: ***Has this entity received state trail grant funding in previous years (i.e., MassTrails, Recreational Trails Program Grants)?** No
- 1.7: **If yes, please indicate the funding source, project name(s) and year(s) awarded.**

SECTION II: PROJECT INFORMATION

2.1: ***Project Title:** *Please limit the project Title to a maximum of 5 words.*

Amesbury Carriagetown Connector

2.2: ***Municipality(s) where the project will take place:**

City of Amesbury

2.3: ***Brief Project Description:** *Please provide a brief description of the proposed project in 3-4 sentences. This description will be used to describe the project in abbreviated form for various purposes including approvals, press and announcements going forward.*

The Carriagetown Connector is a shared-use path that will supply a key missing link in the Coastal Trails Network by providing a connection to Amesbury’s Riverwalk. It will link downtown Amesbury to Salisbury via Salisbury’s Ghost Trail and Old Eastern Marsh Trail and to Newburyport via the Garrison Trail over the I-95 Whittier Bridge and the Clipper City Rail Trail.

2.4: ***Total Project Value:** *See the “MassTrails Budget and Timeline Worksheet” and attach at the end of this application. The worksheet can be accessed on the MassTrails Grants website.*

\$219,400

2.5: ***Grant Amount Requested:** (Up to 80% of Total Project Value)

\$134,400

2.6: ***Matching Amount Committed:** (Minimum of 20% of Total Project Value)

\$85,000 Total. Coastal Trails Coalition has committed to make a \$20,000 cash grant and Amesbury Healthcare Charitable Trust has committed to make a cash grant of \$15,000 to the City of Amesbury providing a total of \$35,000 of the match. The remaining \$50,000 balance of the match will be provided by the City of Amesbury.

2.7: ***What is the primary activity of the project?** (Check one)

Project Development

X Design / Engineering / Permitting

Construction

Maintenance

Maintenance Equipment Purchase

Other:

2.8: *** What type of trail will this project build?** (Check one)

X Shared-Use Path (Accessible / Bike and Pedestrian Path)

Woodland Trail (Hiking / Mt Biking / Other Non-Motorized Trail)

Motorized Trail (Snowmobile / ATV / Off-Highway Motorcycle, 4-Wheel Drive)

Other:

Note that if this is a design/engineering/permitting project, indicate what type of trail is being planned. And, if this is an equipment purchase only, indicate what type of trail the equipment will serve.

2.9: ***What user group will this trail/pathway serve/allow?** (Check all that apply)

X Walkers / **X Runners** / **X Hikers** / **X Bicyclists** / **X Mountain Bikers** / Cross-Country Skiers /
Equestrians / Snowmobiles / ATV Riders / Off-Road Motorcyclists / 4-Wheel Drive Trucks /
Paddlers/Rowers

Other:

Note that if this is a design/engineering/permitting project, indicate the intended user group of the planned trail. And, if this is an equipment purchase only, indicate the intended user group of the benefiting trail.

2.10: ***Briefly describe the project site/location.** *Describe the specific project site and limits, starting/terminus points and destinations.*

The Amesbury Carriagetown Connector will connect to the end of the Amesbury Riverwalk at Carriagetown Plaza and travel behind the shopping center and along the shopping center entrance road to Elm Street. See the attached Carriagetown Connector Map.

2.11: **List the name of the landowner(s) and other relevant interest held on the property and by what entity (e.g., Conservation Restriction, Leasehold, Right of Way, Easement).** *Provide documentation of permissions for project work by all required entities as an attachment in the final section of this application. For more information on required permissions, see the MassTrails Grant Guidelines and FAQs. If permissions are pending, indicate the status in this section and note that all permission must be in place and documented before any on-the-ground construction can take place.*

Carriagetown Plaza is owned by a wholly-owned subsidiary of The Phillips Edison Group, LLC. which supports the Carriagetown Connector project and has authorized this grant application and agreed to allow permanent public access. See the attached permission letter from The Phillips Edison Group, LLC.

2.12: ***Is the land where the project will take place publicly owned?**

The land where the project will take place is privately owned, but will be subject to a permanent public trail easement.. See the response to 2.11 above.

2.13: **For land that is owned by a non-profit or private entity, is there guaranteed public access to the project site for at least 10 years after the project is completed? What agreement(s) are in place to ensure public access?** *Provide documentation of public access assurances/agreements for project work by all required entities as an attachment in the final section of this application. For more information on required permissions, see the MassTrails Grant Guidelines and FAQs. If agreements are pending, indicate the status in this section and note that all formal agreements must be in place and documented before any on-the-ground construction can take place.*

See the response to 2.11 above.

2.14: ***Does this project meet the minimum state and federal requirements for accessibility?** *All MassTrails projects must comply with state and federal regulations for accessibility, depending on the structure and intended use of the pathway or trail system. See the MassTrails FAQs and Grant Guidelines document for assessing a project's regulatory requirements for accessible trails and pathways.*

Yes

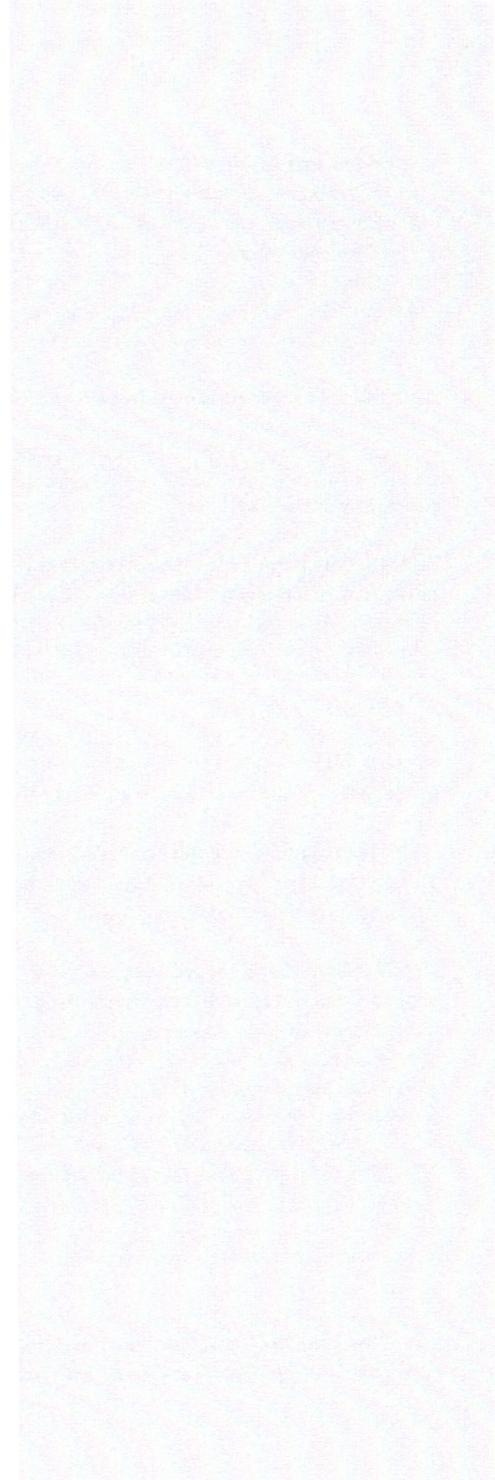
2.15: ***Does the project involve the purchase of steel or iron, including construction supplies (e.g., bridges, culverts) or equipment with steel or iron parts (e.g., tractors, snowmobiles), with a value of \$2,500 or**

more? *MassTrails projects may be required to comply with the U.S. DOT Buy America provision. See FAQs and Grant Guidelines document for details.*

No

2.16: If applicable, has a Project Need Form (PNF) / Project Initiation Form (PIF) been submitted to MassDOT? What is the project number (if one has been assigned)? *If TIP funding is anticipated for the project, a PNF must be submitted to MassDOT to qualify for MassTrails funding.*

The project was approved by the MassDOT Project Review Committee on January 28, 2021 and assigned MassDOT Highway Division project number 611977.



SECTION III: NARRATIVE

MassTrails Grant Criteria

MassTrails seeks strong projects that:

Plan, Design or Construct off-road, shared-use pathway, and recreational trail connections between where Massachusetts residents live, learn, work, shop, and recreate (Connect)

- MassTrails favors building out the longer distance shared-use pathways and recreational trails across the state
- MassTrails prioritizes filling in critical gaps in existing networks, or overcoming current barriers to connectivity
- MassTrails considers the number of people that will potentially access a given project

Serve the diversity of Massachusetts residents, especially (Equitable)

- Minority and low-income populations (Environmental Justice Communities)
- Other underserved or vulnerable populations including elderly, limited English proficiency, and persons with disabilities
- Youth

Allow for efficient use of grant funds (Efficient)

- Have a detailed and reasonable budget
- Have a strong local match
- Have funding in place or a plan for funding subsequent required phases

Are ready for the proposed phase (Ready)

- Previous planning work supports proposed phase
- Appropriate community input and outreach has been completed
- Environmental, permitting and right-of-way challenges have been identified and alternatives and solutions have been fully explored
- Have a plan in place for ongoing required maintenance once the project is complete

Adequately address safety (Safe)

Adequately address accessibility (Accessible)

Create diverse, high-quality recreational experiences and connect users to the natural and cultural wealth of Massachusetts (Experiential)

3.1: ***Describe specifically what kind of trail your project proposes to design and/or build?** *Describe in detail the characteristics of the proposed trail (including length, width, surface material, grades / terrain, structures, signage, and amenities).*

The City of Amesbury proposes the construction of a 10-foot wide, paved, shared-use path from the east end of the Amesbury Riverwalk at Carriagetown Marketplace along the shopping center entrance road to Elm Street. The connection will be approximately a quarter-mile, and it will include the construction of a shared-use trail facility for bicycle and pedestrian users. It will include signs, pavement markings, and follow accessibility guidelines. Additionally, construction

will include a crosswalk and a pedestrian crossing light on Elm Street at the Hampton Inn Hotel. A trail entrance sign will be placed at the east end of the Riverwalk and wayfinding signs will be installed at key points along the path.

3.2: *Describe the specific tasks required to complete this project. *Be as specific as possible about the steps the grant project will take and the results you hope to achieve. Include the specific trails location(s), starting and ending points, and trail distances. Describe the trail surface material, and any proposed structures involved. All tasks must coincide with the project's budget.*

This grant will be used for the engineering and environmental services required to prepare contract documents for MassDOT to advertise the Carriagetown Connector Trail. This will include 25%, 75% and 100% submissions and Plans, Specifications, and Estimate (PS&E) Design Submission for MassDOT review and comment.

3.3 *Describe how this project will fill in a critical network gap and/or connect directly to other existing trails, trail segments or trail networks, and to residential, commercial and recreational “community anchors.” *Please describe how the proposed project connects directly to existing trails and trail networks. Describe how it will connect directly to important community anchors. If this project creates an off-road trail connection under, over or around a significant barrier (e.g., major roadway) describe and highlight that. In supporting materials, include a map that shows these specific direct connections to support your narrative.*

The Carriagetown Connector project will supply a critically important missing link in the nearly completed Coastal Trails Network. Over 24 miles (81%) of the proposed 30-mile Network are already completed and in use. An additional 5.4 miles of trails in Newbury and Georgetown (part of the Border to Boston Trail) are under design and programmed for construction on the Merrimack Valley MPO Transportation Improvement Plan. On its west end the Carriagetown Connector will link directly to the Amesbury Riverwalk rail trail that connects Carriagetown Plaza with downtown Amesbury and the Costello Transportation Center. At its east end the Carriagetown Connector will connect to Elm Street and provide a safe link to Salisbury's Ghost Trail and Old Eastern Marsh Trail as well as the the Clipper City Rail Trail in Newburyport. The Carriagetown Connector will also provide a connection to Newburyport via the Garrison Trail over the I-95 Whittier Bridge. Please see the Carriagetown Connector map and the Coastal Trails Network map which show all these network connections.

3.4: *Is the project located in or near an Environmental Justice Community or in close proximity to an “underserved” community? If applicable, describe the impacted EJ or underserved community. What is the proximity of the community to the trail (does the trail intersect with the population block, run adjacent, or is it a certain distance away?) How will this project improve access, mobility, safety, health and/or quality of life for these populations? *See Grant Guidelines for information and resources on Environmental Justice Communities. “Underserved” can encompass population groups such as low income, minority, elderly, children, limited English proficiency, geographically isolated communities (e.g., rural) or persons with disabilities.*

The City of Amesbury does not have any Environmental Justice Communities, as defined by the Commonwealth. Amesbury is projected to have an increase in older adults, thus increasing demand for passive recreational opportunities. UMass Donahue Institute population projections for Amesbury's population from 2010 to 2035 show that the age composition of Amesbury's population will continue to change. The projections indicate a 112% increase in older adults (age 65 years and over), reaching nearly 29% of the population. This project allows for the connection of Amesbury's compact city center area to a regional network of accessible, multi-use trails.

3.5: ***Describe the steps already taken during this project or planned in future steps to ensure that the project is inclusive of under-represented voices and populations in the community, region, or state.** For example, how has the project solicited feedback and comments from non-English speaking or low-income populations or populations of color and integrated those into project planning and implementation?

As described in the response to 3.7, Amesbury recently updated its Open Space and Recreation Plan. The Plan was developed with public input within the limitations of the COVID-19 pandemic, including an online survey (with over 360 respondents), online public forums, and presentations to the Planning Board and Conservation Commission, prior to submission to the Commonwealth. The existing Riverwalk Trail is already used by individuals to access the supermarket and commercial resources and workplaces at the Carriagetown Plaza (at the current Riverwalk terminus); the Connector will extend access in both directions to resources and opportunities to Salisbury, Newburyport, and Seabrook NH.

3.6: ***Describe the "readiness" of this project for the proposed phase.** What planning / engineering steps have already been accomplished? What permits are anticipated, which ones are already in place? Is there a plan in place for ongoing maintenance?

In preparation for the design phase, 10% design plans have been completed and attached to this application. Additionally, the Project Need Form and the Project Scope Form have been approved by MassDOT. These steps taken have been completed to ensure that the proposed design phase is ready to be completed.

3.7: ***Describe community support for this project.** How was the public involved in the project's selection and planning and what is the public's role going forward? What votes are required and have those taken place and passed? Describe any existing or anticipated opposition to the project and how that is being addressed.

Support for this project is high among Amesbury residents. In 2019-20, the City updated its Open Space and Recreation Plan. Despite the limitations of the COVID-19 pandemic, the City had strong public participation in developing its plan. Residents in Amesbury expressed strong support for improving our trail network, with the existing Riverwalk Rail Trail (which the Connector will extend) as the 2nd most popular passive recreation asset in the City. An online survey solicited over 360 unique respondents. 94% agreed that creating an 'interconnected network of trails' in the City was 'important' or 'very important.' 74% indicated that they 'regularly' used the existing Riverwalk Rail Trail (second only behind use of a local park) and 86% indicated that they regularly hiked or walked on an existing trail in Amesbury. Objective 4.1 of the OSR Plan is: "Improve multimodal connections and wayfinding to provide safe travel to passive recreational trails and active recreation areas by walking, bicycle, and public transport", with a High Priority/Short-Term action item to "[i]mplement the Carriagetown Connector Project in concert with the Coastal Trails Coalition (CTC) to join Amesbury's Riverwalk and Elm Street, the final link between Amesbury and the rest of the Coastal Trails Network." The City does not anticipate any opposition to this project.

3.8: ***Does this project specifically address an existing or potential safety issue? If yes, describe the proposed installation/enhancement and how it will improve safety on the trail.** All projects must meet minimum safety requirements for the intended use. This question only applies to projects which are specifically applying for funds to address an existing or potential safety issue.

At present, there is a major missing link between Amesbury's Riverwalk and the rest of the Coastal Trails Network. There is no safe way for [users of the Amesbury Riverwalk](#) to walk or bike to the trails in [Salisbury and Newburyport that are part of the Coastal Trails Network](#). Similarly, there is no safe way for users of the trails in Salisbury or Newburyport to get access to Carriagetown Plaza, the Amesbury Riverwalk or downtown Amesbury. The Carriagetown Connector project will supply an off-road shared-use path and a traffic signal for a pedestrian crossing across Elm Street that will solve these safety problems.

Deleted: and there are no pedestrian crossings along Elm Street

Deleted: Hampton Inn hotel users to walk to and from the supermarket and restaurants at Carriagetown Plaza or to walk or bike

Deleted: Network

Deleted:

3.9: *How does this project specifically address or improve accessibility for people with disabilities?

*Provide a brief overview of how the project will facilitate new or improved access for populations with limited mobility, including but not limited to elderly, visually impaired and wheelchair users. *Note that all projects must meet the minimum regulatory requirements for accessibility according to the designed use of the trail (see the Grant Guidelines for accessibility information and resources).*

The shared-use path and pedestrian crossing light described in the response to 3.8 above will also benefit people with disabilities.

3.10: *What distinguishes this project as a unique, high-quality recreational experience for the visitors and residents of Massachusetts?

This project supplies a critical missing link in a major regional trail network that is nearly complete. The network connects the centers of Amesbury, Newbury, Newburyport, and Salisbury with regional transportation centers and provides access to beautiful ocean beaches, cultural attractions, and the natural beauty of extensive salt marshes, deep forests, and the Merrimack River estuary. The network already is serving thousands of residents and attracting many visitors to the area. Making this final link to Amesbury will attract many more users to the network.

SECTION IV: CULTURAL AND NATURAL RESOURCES PROTECTION

Any project that receives state or federal funding must comply with various laws and regulations to protect natural and cultural resources including, but not necessarily limited to:

- Historic Resources
- Below-Ground Archaeology
- Wetlands and Waterways
- Rare and Endangered Species
- Massachusetts Environmental Policy Act

The below questions will assist us in evaluating your project and help us guide you through the natural and cultural permitting processes.

4.1: *To the best of your knowledge, is your project near any historic or archaeological resources?

No

4.2: If Yes, please describe the resources and how your project will avoid, minimize or mitigate any impacts to these resources.

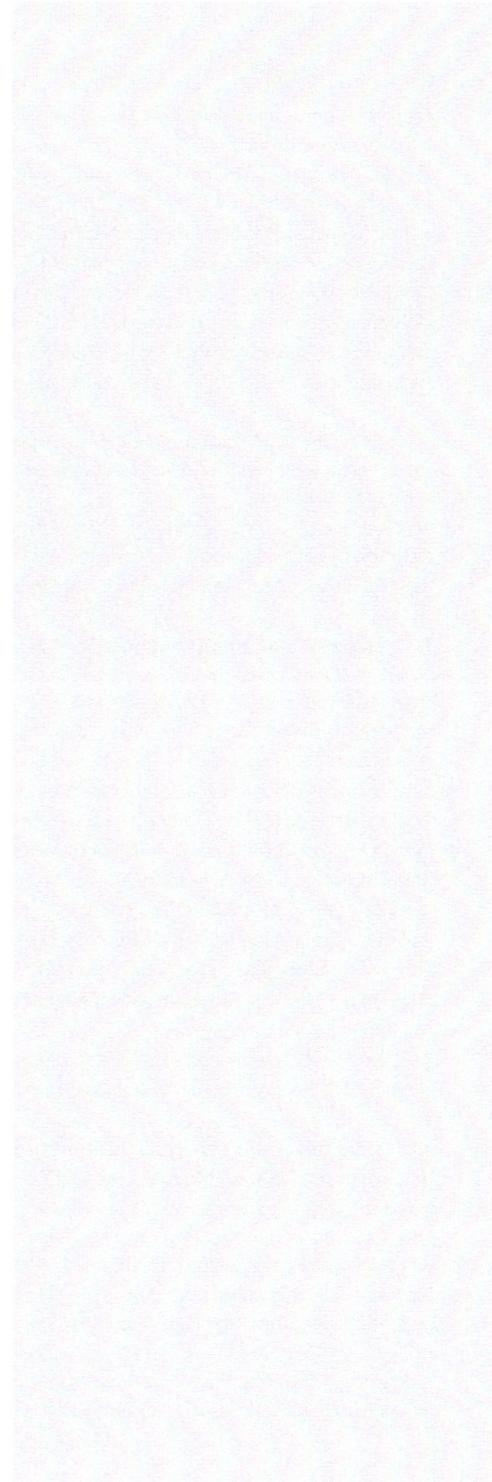
4.3: *Will your project involve even minimal excavation?

Yes

4.4: Please describe the locations and extents of excavation.

This project includes excavation for the retaining wall along the Stop and Shop Driveway.

4.5: *Will your project require Wetland Protection Act permitting (i.e., Will any part occur within 100 feet of a wetland or 200 feet of a perennial stream?)



Yes

4.6: If yes, please describe what communications you have had with the local Conservation Commission, and what steps you are taking to avoid wetland impacts.

The project will involve construction within 100 feet of a wetland. Filing a Notice of Intent with the Conservation Commission will be required because construction will take place near the streams that pass through the culverts and near associated wetlands.

4.7: *Will the project occur within Estimated Habitats of Rare Wildlife and/or Priority Habitats of Rare Species, according to MA Division of Fisheries and Wildlife's Natural Heritage Atlas? (available at http://maps.massgis.state.ma.us/PRI_EST_HAB/viewer.htm)

No

4.8: If yes, please describe what communications you have had with the Massachusetts Natural Heritage and Endangered Species Program, and what steps you are taking to avoid impacts to rare species.

4.9: *Does the project meet or exceed any thresholds for MEPA review set in 301 CMR 11.03? List all relevant thresholds and indicate if ENF and/or EIR are required.

No

4.10: Are there any other permits required for this project? Please indicate the permit type and how/when it will be obtained.

No

SECTION V: EQUIPMENT WORKSHEET (Required for Equipment Purchases Only)

Equipment purchases are permitted under the MassTrails grant program. This can include equipment necessary for trail construction and maintenance activities, such as mowers, chainsaws, snow grooming machines and all-terrain vehicles (for hauling people and materials). Equipment is defined as tangible personal property having a useful life of at least five years and a per-unit acquisition cost of \$1,000 or greater. Equipment must be purchased in full with the title held by the grantee and must be used for the proper authorized use as stated in the project proposal.

Three bids MUST be solicited for all equipment purchases with a value of \$1,000 or more. Attach three quotes to the last section of this application.

Please answer each question listed below for ALL proposals to purchase equipment with a value of \$1,000 or more. This is REQUIRED in order to be considered for a grant award.

5.1: Have three quotes been obtained for this particular piece of equipment?

No

5.2: What need will the purchase of this equipment fulfill? For multiple pieces of equipment, describe the individual benefit for each.

N/A, grant funds will be used to fund design.

5.3: Describe the trail or trail system where the equipment will be used. Include the type of trail, length, surface, user groups and condition of the trail/system.

N/A, grant funds will be used to fund design.

5.4: What is the estimated daily use of the section of trail/system where the equipment will be used?

N/A, grant funds will be used to fund design.

5.5: Where and how will the equipment be stored (during both the winter and summer months, if different)?

N/A, grant funds will be used to fund design.

5.6: Is this equipment replacing an older piece of equipment that was purchased using previous grant funds (i.e., Recreational Trails Program)? If so, what is the plan for that piece of equipment's disposal/re-allocation?

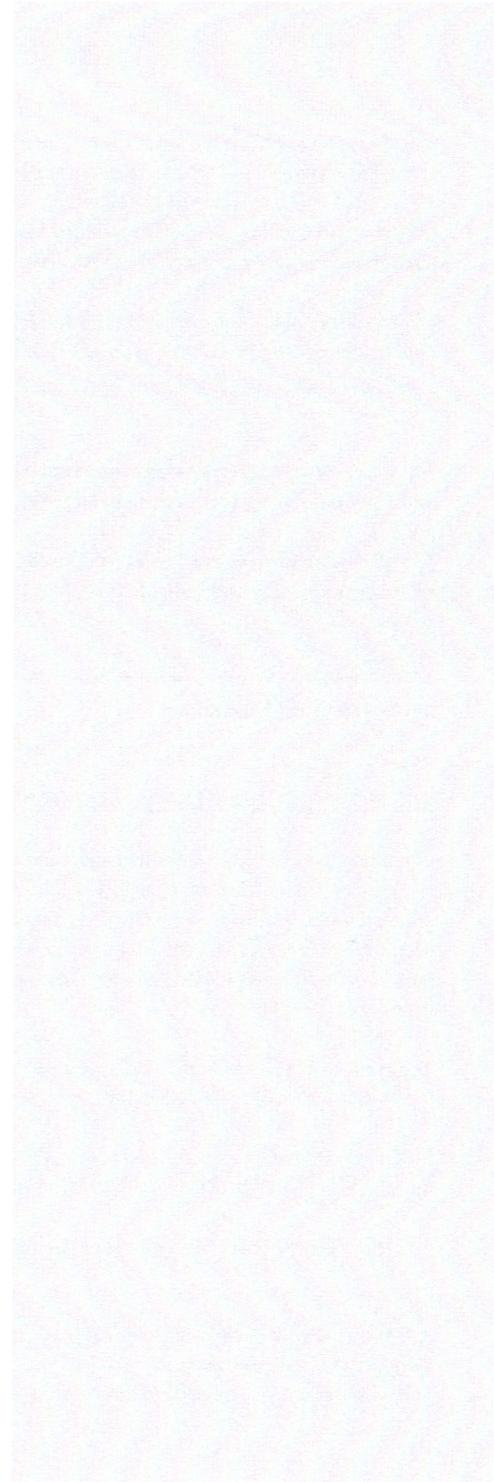
N/A, grant funds will be used to fund design.

5.7: If proposing to purchase accessories, justify each individual addition with an explanation, if applicable.

N/A, grant funds will be used to fund design.

5.8 Is this equipment "Buy America" compliant. *(See Grant Guidelines for more information on Buy America.)*

N/A, grant funds will be used to fund design.



SECTION VI: REQUIRED DOCUMENTS AND SUPPORTING MATERIALS

Uploaded Documents will not be saved until your final submission. Do not upload documents until you are ready to submit your application.

Please remember that:

MassTrails grants are REIMBURSABLE, meaning grantees must first pay for expenditures themselves and then submit for reimbursement using the required documentation.

MassTrails grants are MATCHING grants and require that proponents provide at least 20% of the total project cost.

Eligible projects require documented land owner permission, assurance of continuing public access and community and abutter support.

In this section, when you are ready to submit your application, you will upload:

Project Budget and Timeline Worksheets

Map(s) of Project Location and Extent (or Zipped GIS Files)

Project Specifications, Plans, Drawings, Photos (as a single PDF)

Landowner Permission Documentation/Assurance of Continuing Public Access (as a single PDF)

Additional Project Information (Completed Permits, Conservation Restriction/Easement/Right of Way, Bids/Quotes, Town Votes)

6.1 *MassTrails Grant Budget and Timeline Worksheets (Required - Note that there are two (2) tabs on this spreadsheet - **BOTH should be filled out).** *Worksheet can be downloaded at the MassTrails Grants website (<https://www.mass.gov/guides/masstrails-grants>)*

6.2: *Project Map(s) (Required). *Submit a map of the project location and extent (as detailed as possible). Submit additional maps as needed using various imagery and data to depict the project as accurately as possible. We also encourage you to submit a single zipped GIS file of the project extent under Additional Project Information below, though this is not required.*

6.3: Project Documents (Photos, Plans, Drawings, etc.) *Submit a single PDF file of photos showing the typical trail / location conditions. Be sure to clearly label each picture and provide a description of its context. Also include any plans, drawings, and other specification documents of the proposed structures to be built (bridges, boardwalks, kiosks, signage, platforms, trail drainage structures, culverts, etc.)*

6.4: *Documentation of Landowner(s) Permission / Authorization (Required)

Optional, submit up to three files containing additional information that reviewers may need in order to make informed determinations.

6.5: Additional Project Information. *Submit a file with any additional project information.*

6.6: Additional Project Information. *Submit a file with any additional project information.*

6.7: Additional Project Information. *Submit a file with any additional project information.*