



## SELECT BOARD AGENDA

**RECEIVED**

By Kathleen Bern at 1:19 pm, Jan 15, 2026

**January 20, 2026 6:00 PM**  
**Upton Town Hall – Little Town Hall Room 203**  
**1 Main Street, Upton, MA**

*Notice of public meeting as required by M.G.L. Chpt.30A §18-28*

**Hybrid in-person and Virtual Meeting Via Microsoft Teams**

[Click here to join the meeting](#)

**Or call in (audio only) +1 469-262-1735,,237480825# (United States, Irving)**

**Phone Conference ID: 237 480 825#**

*This meeting is being held in accordance with the Massachusetts Open Meeting Law, M.G.L. c. 30A, §§ 18–25. Members of the public are welcome to attend in person. Remote participation is provided as a courtesy and will not result in cancellation or suspension of the meeting if technical difficulties arise, unless otherwise required by law.*

<b>6:00 PM</b>	<b>A. CALL MEETING TO ORDER/PLEDGE OF ALLEGIANCE</b>
<b>6:15 PM</b>	<b>C. POLICE DEPARTMENT – SWEARING-IN AND PROMOTIONS</b> <ol style="list-style-type: none"><li>Swearing in of Officer Laura Rossi</li><li>Promotion of Sgt. Paul Mansfield to Rank of Lieutenant</li><li>Promotion of Police Officer Isaiah Poxon to Rank of Sergeant</li></ol>
<b>6:30 PM</b>	<b>D. DEPARTMENT/BOARD UPDATES AND REQUESTS</b> <ol style="list-style-type: none"><li>Update on Snow and Ice Budget and to authorization for DPW Director to overspend Snow and Ice Budget</li></ol>
<b>6:35 PM</b>	<b>D. TOWN MANAGER REPORT/UPDATES</b> <ol style="list-style-type: none"><li>General updates and administrative matters</li></ol>
<b>6:40PM</b>	<b>E. PUBLIC INPUT/BOARD MEMBER UPDATES</b> <p><i>Public input is limited to 10 minutes. Speakers are limited to 2 minutes each and must state their name and address for the record. All comments must be made through the Chair. (M.G.L. c. 30A § 20(g))</i></p>
<b>6:45 PM</b>	<b>F. SELECT BOARD DISCUSSION/ACTION</b> <ol style="list-style-type: none"><li>Approval of BVT 1-Day Liquor License</li><li>Authorization for Town Manager to sign FY 2026 Housing Choice Program Grant contract</li><li>Declare 2011 Chevy Silverado (VIN: 1GB3KCL1BF140306; mileage: 121,801) as surplus</li></ol>
<b>7:00 PM</b>	<b>G. MINUTES</b> <ol style="list-style-type: none"><li>Approval of Regular Meeting Minutes:<ul style="list-style-type: none"><li>December 23, 2025</li><li>January 13, 2026</li></ul></li></ol>
<b>7:05 PM</b>	<b>C. EXECUTIVE SESSION</b> <ol style="list-style-type: none"><li>Purpose: To conduct contract negotiations with a non-union employee (Town Manager) under M.G.L. Chapter 30A, Section 21(a)(2), as an open meeting may have a detrimental effect on the bargaining position of the Board. The Board <b>will or will not</b> reconvene into open session..</li></ol>

*The listings of matters are those reasonably anticipated by the Chair 48 hours before said meeting, which may be discussed at the meeting. Not all items listed may in fact be discussed. Items may be taken out of order and at times differ from those listed below. Other items not listed may also be brought up for discussion to the extent permitted by law.*

## **Town of Upton – Select Board Suggested Motions**

**Meeting Date:** January 20, 2026

**Location:** Upton Town Hall – Little Town Hall Room 203

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### **A. Call to Order / Pledge of Allegiance**

**No motion required.** Chair calls meeting to order and leads pledge.

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### **B. Police Department – Swearing-In & Promotions**

#### **1. Swearing-In of Officer Laura Rossi**

**Motion:**

*Move that the Select Board acknowledge and record the swearing-in of Officer Laura Rossi to the Upton Police Department.*

#### **2. Promotion of Sgt. Paul Mansfield to Lieutenant**

**Motion:**

*Move that the Select Board acknowledge and affirm the Police Chief's promotion of Sergeant Paul Mansfield to the rank of Lieutenant and authorize the Town Manager to process related personnel documentation.*

#### **3. Promotion of Officer Isaiah Poxon to Sergeant**

**Motion:**

*Move that the Select Board acknowledge and affirm the Police Chief's promotion of Officer Isaiah Poxon to the rank of Sergeant and authorize the Town Manager to process related personnel documentation.*

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### **C. Department/Board Updates**

#### **1. Snow & Ice Budget Overspend Authorization**

**Motion:**

*Move that the Select Board, pursuant to M.G.L. c.44 §31D, authorize the DPW Director to overspend the FY2026 Snow & Ice account if necessary, subject to approval by the Town Manager, and that any deficit be certified to the Board of Assessors for inclusion in the next tax rate.*

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## **D. Town Manager Report**

### **Optional Motion:**

*Move to receive and place on file the Town Manager's report.*

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## **E. Public Input**

**No motion required.** Chair enforces M.G.L. c.30A §20(g) rules.

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## **F. Select Board Discussion/Action**

### **1. Approval of BVT One-Day Liquor License**

#### **Motion:**

*Move that the Select Board, acting as Local Licensing Authority under M.G.L. c.138 §14, approve a **One-Day Wine & Malt** for Blackstone Valley Vocational Regional School District license for Superintendent's Gourmet Dinner Fundraiser on Thursday, March 19, 2026, subject to all applicable conditions including ABCC regulations, Town policy, police/fire approval, and proof of liquor liability insurance.*

### **2. Authorize Town Manager to Sign FY2026 Housing Choice Grant Contract**

#### **Motion:**

*Move that the Select Board authorize the Town Manager, as Chief Administrative Officer and Chief Procurement Officer, to execute the FY2026 Housing Choice Program Grant contract and related documents, and take all actions necessary to administer the grant consistent with program guidelines.*

### **3. Declare 2011 Chevy Silverado as Surplus**

#### **Motion:**

*Move that the Select Board declare the 2011 Chevrolet Silverado (VIN: 1GB3KCL1BF140306; mileage: approx. 121,801) surplus to Town needs and direct the Procurement Officer to dispose of said vehicle in accordance with M.G.L. c.30B §15.*

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## **G. Minutes**

### **1. Approval of Meeting Minutes**

#### **Motion:**

*Move to approve the Regular Meeting Minutes of December 23, 2025 and January 13, 2026 as presented [or as amended].*

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## **H. Executive Session**

**Purpose:** Contract negotiations with non-union employee (Town Manager) under M.G.L. c.30A §21(a)(2).

#### **Motion:**

*Move that the Select Board enter Executive Session pursuant to M.G.L. c.30A §21(a)(2) to conduct contract negotiations with a non-union employee (Town Manager), as an open meeting may have a detrimental effect on the bargaining position of the Board, and that the Board **[will / will not]** reconvene in open session.*

**Note:** Roll-call vote required.

## Susan Brouwer

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**From:** Nicholas Palmieri  
**Sent:** Wednesday, December 17, 2025 10:06 AM  
**To:** Dennis Westgate  
**Cc:** Susan Brouwer  
**Subject:** Re: Promotions for Lieutenant & Sergeant

Thank you! All three officers confirmed that they are available and I have reached out to Denise to see if she was free to swear them into their new roles.

Thanks again,

Chief Palmieri



Nicholas J. Palmieri

Chief of Police

Upton Police Department  
30 School Street  
Upton, MA 01568  
508-529-3200

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**From:** Dennis Westgate <DWestgate@uptonma.gov>  
**Sent:** Tuesday, December 16, 2025 11:44 AM  
**To:** Nicholas Palmieri <npalmieri@uptonma.gov>  
**Cc:** Susan Brouwer <sbrouwer@uptonma.gov>  
**Subject:** RE: Promotions for Lieutenant & Sergeant

The 20<sup>th</sup> works perfect. Thank you.

Dennis

Dennis E Westgate Jr  
Director of Public Works  
Town of Upton  
100 Pleasant Street  
Upton, MA 01568  
[dwestgate@uptonma.gov](mailto:dwestgate@uptonma.gov)  
(508) 529-3067

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**From:** Nicholas Palmieri <npalmieri@uptonma.gov>  
**Sent:** Tuesday, December 16, 2025 10:11 AM  
**To:** Susan Brouwer <sbrouwer@uptonma.gov>  
**Cc:** Dennis Westgate <DWestgate@uptonma.gov>  
**Subject:** Re: Promotions for Lieutenant & Sergeant

Good Morning Sue,

Now that promotions are officially done, I was circling back on this to try and get the promotions and hiring of Laura Rossi recognized at a Selectboard meeting.  
Looking past the holidays and into January, would the 2<sup>nd</sup> meeting of January be a possibility...should be January 20th, I believe?

Let me know your thoughts.

Thank you!

Chief Palmieri



Nicholas J. Palmieri

Chief of Police

Upton Police Department  
30 School Street  
Upton, MA 01568  
508-529-3200

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**From:** Susan Brouwer <[sbrouwer@uptonma.gov](mailto:sbrouwer@uptonma.gov)>  
**Sent:** Wednesday, September 17, 2025 8:27 AM  
**To:** Nicholas Palmieri <[npalmieri@uptonma.gov](mailto:npalmieri@uptonma.gov)>  
**Cc:** Dennis Westgate <[DWestgate@uptonma.gov](mailto:DWestgate@uptonma.gov)>  
**Subject:** FW: Promotions for Lieutenant & Sergeant

Hi Chief,

For the swearing-in and promotion ceremony, I wanted to check in with you about the location. Given the number of officers being recognized and the guests expected, do you think it would make more sense to hold the ceremony in the Great Hall downstairs rather than the upstairs meeting room? If you prefer the Great Hall, I will have to schedule that with Denise.

The Select Board would open the meeting at 6:00 PM and then take a short break to head downstairs for the ceremony, if that's the preferred option. I spoke with Denise, and she mentioned that similar events have been held in both spaces in the past.

Let me know what you think would work best for the department and the families attending.

Best,  
*Susan Brouwer*  
*Executive Assistant to Town Manager*

**Town of Upton**  
**Office of the Town Manager**  
1 Main Street, Suite One  
Upton, MA 01568  
T - (508) 529-6901  
[sbrouwer@uptonma.gov](mailto:sbrouwer@uptonma.gov)

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**From:** Nicholas Palmieri <[npalmieri@uptonma.gov](mailto:npalmieri@uptonma.gov)>  
**Sent:** Tuesday, September 16, 2025 9:54 AM  
**To:** Susan Brouwer <[sbrouwer@uptonma.gov](mailto:sbrouwer@uptonma.gov)>  
**Cc:** Dennis Westgate <[DWestgate@uptonma.gov](mailto:DWestgate@uptonma.gov)>  
**Subject:** Re: Promotions for Lieutenant & Sergeant

Good Morning Sue,

Denise is available on Oct 21st to assist conducting the ceremonial swearing-in at the Select Board meeting. As we get closer to that date I can provide more details if needed for the meeting agenda.

Thank you,

Chief

Get [Outlook for iOS](#)

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**From:** Susan Brouwer <[sbrouwer@uptonma.gov](mailto:sbrouwer@uptonma.gov)>  
**Sent:** Monday, September 15, 2025 11:07:05 AM  
**To:** Nicholas Palmieri <[npalmieri@uptonma.gov](mailto:npalmieri@uptonma.gov)>  
**Cc:** Dennis Westgate <[DWestgate@uptonma.gov](mailto:DWestgate@uptonma.gov)>  
**Subject:** RE: Promotions for Lieutenant & Sergeant

Good Morning Chief Palmieri,

Thank you for the information. The regularly scheduled Select Board meetings in October are on the 7th and 21st. Please note that the Board may meet more frequently due to the upcoming Special Town Meeting in November.

Best regards,

*Susan Brouwer*  
*Executive Assistant to Town Manager*

**Town of Upton**  
**Office of the Town Manager**

1 Main Street, Suite One  
Upton, MA 01568  
T - (508) 529-6901

[sbrouwer@uptonma.gov](mailto:sbrouwer@uptonma.gov)

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**From:** Nicholas Palmieri <[npalmieri@uptonma.gov](mailto:npalmieri@uptonma.gov)>  
**Sent:** Monday, September 15, 2025 11:03 AM  
**To:** Dennis Westgate <[DWestgate@uptonma.gov](mailto:DWestgate@uptonma.gov)>  
**Cc:** Susan Brouwer <[sbrouwer@uptonma.gov](mailto:sbrouwer@uptonma.gov)>; Sandra Hakala <[SHakala@uptonma.gov](mailto:SHakala@uptonma.gov)>  
**Subject:** Promotions for Lieutenant & Sergeant

Good Morning,

Attached please find my recommendations for promoting Sgt. Paul Mansfield to the rank of Lieutenant and PO Isaiah Poxon to the rank of Sergeant.

I would like to get on the Select Board's agenda sometime next month, with the assistance of the Town Clerk, to conduct a ceremonial swearing-in/badge pinning of the officers to their new ranks and PO Laura Rossi who joined the department recently. I will touch base with Denise separately to see what meeting date would work best for her.

If you need anything else, please let me know.

Chief



Nicholas J. Palmieri

Chief of Police

Upton Police Department

30 School Street

Upton, MA 01568

508-529-3200

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## APPLICATION FOR ONE-DAY LIQUOR LICENSE

### OFFICE OF THE BOARD OF SELECTMEN

One Main Street, Box 1 Upton, MA 01568

Special or "one day" licenses for the sale of alcoholic beverages are available to the event manager of any activity conducted by an organization which, in the opinion of the Town of Upton Board of Selectmen, complies with all state and local requirements and demonstrates satisfactorily that granting of the license is in the best interests of the Town of Upton. This application must be submitted at least **thirty-five days** prior to the event.

**December 19, 2025**

Date

**Anthony E. Steele II**

508-529-7758 ext 3034

Event Manager/Applicant Name

Telephone Number

**65 Pleasant Street, Upton, MA 01568**

Event Manager/Applicant Address

**asteel@valleytech.k12.ma.us**

Event Manager/Applicant Email Address

**Blackstone Valley Vocational Regional School District**

65 Pleasant St, Upton MA

Organization Representing

Address Organization

**Superintendent's Gourmet Dinner (Fundraiser)**

**March 19, 2026**

Name of Event/purpose

Event Date

Location of Event **65 Pleasant Street, Upton, MA 01568 (Competition Center)**

Is the organization you are representing non-profit ☒ YES ☐ NO

Proof of non-profit attached/Form of proof **On File- Upton Town Hall**

License is for sale of:

☒ Wine & Malt Beverages Only ☐ All Alcohol Beverages (for non-profits only)

Copy of Server's Training Certificate attached ☒ YES ☐ NO

Event Room Capacity **1200** Number of People Expected **225**

Hours of Sale/Consumption of Alcoholic Beverages **Served between 5-10:30 p.m.**

## APPLICATION FOR ONE-DAY LIQUOR LICENSE

What is the maximum number of expected attendees? 225

What is the predominate age group of the expected attendees? 50

Is an admission fee to be charged? ☒ Yes ☐ No

Are tickets being sold in advance for this event? ☒ Yes ☐ No

Are you using dues collected to purchase alcohol for this event? Yes

How will alcoholic beverages be dispensed or served? *(Please check all that apply)*

- ☒ Waiter/Waitress
- ☐ Bar with bartender
- ☒ By the glass
- ☐ By the bottle
- ☐ Self-serve

Who will be serving alcoholic beverages? What training or certification in the dispensation of alcohol beverages do they have? Please provide documentation of any certifications.

Valley Tech staff (21+) will b supervised by Culinary Arts professionals who have substantial training

with hospitality management and the hosting of events using the function halls and similar environments.

If any attending are under age 21, what method will be used to check identification and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

**Not applicable.**

Will a police detail or other security be provided? ☐ Yes ☐ No. If Yes, name and address of provider and how many?

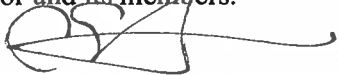
In-house (Facilities) security will assist with parking functions.

## APPLICATION FOR ONE-DAY LIQUOR LICENSE

☒ I understand that anyone holding a Special License must purchase alcoholic beverages from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder. Purchasing alcoholic beverages from a package store is prohibited by the ABCC. A list of authorized sources to purchase alcohol can be found on the ABCC website [www.mass.gov/abcc](http://www.mass.gov/abcc) or you can contact the ABCC directly at (617) 727-3040.

☒ I understand that the license holder may be required to purchase a liquor liability policy; with limits of \$50/100/100 (\$50,000 any one incident/\$100,000 total any one incident/\$100,000 aggregate) for events with a maximum number of expected attendees not to exceed 249; and a liquor liability policy with limits of \$100/100/200 (\$100,000 any one incident/\$200,000 total any one incident/\$200,000 aggregate) for events with a number of expected attendees exceeding 249.

☒ I certify under penalty of perjury that I shall be responsible for the proper observance of all laws and conditions governing this license; all information contained in this application is true and correct; and this License is being sought for the exclusive benefit and use of the Non-Profit Sponsor and its members.



12/19/25

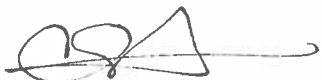
Event Manager/Applicant Signature

Date

### LIABILITY DISCLAIMER FOR ONE-DAY ALCOHOLIC LICENSES

By exercising the privileges of this license in serving persons with alcoholic beverages, the license is potentially exposed to significant liability for injuries and damages to persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal and/or insurance advisors. The Town of Upton, and the Board of Selectmen as Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I, **Anthony E. Steele II**, in consideration of having been granted a special license for the service of alcoholic beverages, hereby agree to defend, indemnify and hold harmless the Town of Upton ("Town"), its officers, boards, employees and agents, from any liability for any and all loss, damage, cost, claim, expense, compensation and cause of action arising out of, or in connection with, the issuance or exercise of the special license granted to me by the Board of Selectmen acting as the Town's local licensing authority.



12/19/25

Event Manager/Applicant Signature

Date

## APPLICATION FOR ONE-DAY LIQUOR LICENSE

### ***FOR TOWN USE ONLY***

☐ YES ☐ NO The license holder is required to purchase a liquor liability policy.

Approved \_\_\_\_\_ / \_\_\_\_\_  
Police Department Date

Approved \_\_\_\_\_ / \_\_\_\_\_  
Fire Department Date

**Board of Selectmen** ☐ Approved ☐ Denied

\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_/\_\_\_\_\_  
Date

License # \_\_\_\_\_ Notice Sent to ABCC (within 10 days of issuance) \_\_\_\_\_

Remarks:

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# COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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](#), 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 forms at [macomptroller.org/forms](http://macomptroller.org/forms) or [mass.gov/lists/osd-forms](http://mass.gov/lists/osd-forms).

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name Town of Upton		Department Executive Office of Housing & Livable Communities	MMARS Code OCD
d/b/a		Contract Manager Name Julissa Tavares	
Legal Address 1 Main Street Upton MA 01568 As entered on Form W-9 or Form W-4		Business Mailing Address  100 Cambridge Street, Suite 300, Boston, MA 02114	
Contract Manager Name Michael Antonellis		Billing Address If Different same as above	
Phone (508) 603-0219	Fax N/A	Phone 617-573-1114	Fax N/A
Email mantonellis@uptonma.gov		Email Julissa.Tavares@mass.gov	
Vendor Code VC6000192013		MMARS Doc ID(s) SCOD321026330000431	
Vendor Code Address ID e.g. "AD001". <b>AD001</b>		RFR/Procurement or Other ID Number <b>HLCOneStop2026</b>	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date <i>PRIOR</i> to Amendment	Amendment Amount Or Enter "No Change"
<input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated department.)		Amendment Type Check one option only. Attach details of amendment changes.  <input type="checkbox"/> <b>Amendment to Date, Scope, or Budget</b> (Attach updated scope and budget.)  <input type="checkbox"/> <b>Interim Contract with Current Contractor</b> (Attach justification for Interim Contract and updated scope/budget.)  <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget.)  <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope/budget.)	
<input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, and budget.)			
<input checked="" type="checkbox"/> <b>Department Procurement - Includes all Grants <a href="#">815 CMR 2.00</a>.</b> (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)			
<input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, and budget.)			
<input type="checkbox"/> <b>Contract Employee</b> (Attach Employee Status Form, scope, and budget.)			
<input type="checkbox"/> <b>Interim Contract with new Contractor</b> (Attach justification for Interim Contract and updated scope/budget.)			
<input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			
TERMS AND CONDITIONS			
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding. Check ONE option:			
<input checked="" type="radio"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="radio"/> <a href="#">Commonwealth Terms and Conditions for Human and Social Services</a> <input type="radio"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
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 <a href="#">815 CMR 9.00</a> .			
<input type="radio"/> <b>Rate Contract (No Maximum Obligation).</b> (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
<input checked="" type="radio"/> <b>Maximum Obligation Contract.</b> Total maximum obligation for total duration of this contract (or new total if contract is being amended): <b>\$63,000.00</b>			

**PROMPT PAYMENT DISCOUNTS (PPD)**

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within:	10 days	% PPD.
	15 days	% PPD.
	20 days	% PPD.
	30 days	% PPD.

If PPD percentages are left blank, identify reason:

<input type="checkbox"/> Statutory/legal	<input type="checkbox"/> Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> )	<input checked="" type="checkbox"/> Agree to standard 45-day cycle	<input type="checkbox"/> Only initial payment
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**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.

FY26 Housing Choice Grant Program - Zoning Bylaw & Subdivision Rules Update. See Attachment B for more details.

**SUPPLIER DIVERSITY PROGRAM (SDP) PLAN**

Does the Supplier Diversity Program apply?

- ☐ YES If YES, the Contractor's annual SDP commitment for this Contract is
- ☒ NO If NO, and the department is an Executive Department, enter the appropriate exemption: **Grant Program**

**ANTICIPATED START DATE (Complete ONE option only.)**

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

- ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
- ☐ 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.
- ☐ 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 **June 30, 2027**, 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**

Signature and date must be captured at time of signature.

Signature	Date
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Print Name	Print Title
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**AUTHORIZING SIGNATURE FOR THE DEPARTMENT**

Signature and date must be captured at time of signature.

Signature	Date
-----------	------

Print Name Caroline "Chris" Kluchman	Print Title Director of Livable Communities
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**ATTACHMENT A SCOPE OF SERVICES AND  
ADDITIONAL TERMS & CONDITIONS**

**FY2026 Housing Choice Grant Program Contract**

**I. CONTRACT**

The Contractor is responsible for accessing and reviewing the contents of the documents referenced below, as compliance with each is a binding component of this Contract:

- A. This Attachment A is attached to and made a part of the COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM. THE COMMONWEALTH TERMS AND CONDITIONS and the Contractor's Budget, as approved by the Executive Office of Housing and Livable Communities (EOHLC of the Executive Office) are attached hereto as Exhibits.
- B. This Attachment A incorporates by reference the Housing Choice Grant Program Application as applicable.
- C. This Attachment A, all attached Exhibits and other Attachments, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.
- D. This Contract represents the entire agreement between the Contractor and EOHLC, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
- E. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

**II. SCOPE OF SERVICES AND COMPLIANCE WITH LAWS**

The Housing Choice Grant Program provides funding to communities for a variety of activities related to planning and zoning, site preparation, buildings, and infrastructure projects. Any community planning, zoning revision, study, design, or other planning related projects must either support direct community engagement efforts to involve community members in the planning process or produce planning or zoning document(s) and/or related materials in draft, phased, or final product form.

The Contractor shall use this contract funding to provide services in accordance with the terms of the attached Budget, the terms of this Contract, and any subsequent Contract amendments. **ALL EXPENSES MUST BE INCURRED ON OR BEFORE JUNE 30<sup>TH</sup> OF THE FISCAL YEAR IN WHICH THEY OCCUR (FY 2026 – YEAR 1; FY 2027 – YEAR 2).** Any later change in services and activities to be provided by Contractor shall be made only with the prior approval of EOHLC, in accordance with Section III.C. below.

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended, and this Contract shall in no way relieve the Contractor from the full force of any laws, rules, regulations and orders, or requirements.

EOHLC reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance EOHLC may issue, amend, or supplement from time to time.

### III. ADDITIONAL TERMS AND CONDITIONS

#### A. Reporting Responsibilities of the Contractor

1. The Contractor, and any entity under subcontract, having costs chargeable to Contract funds shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions including without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities. **Consistent failure to meet these and all reporting responsibilities of the Contractor and the provisions of this Contract may negatively impact future awards of EOHLC capital grant programs.**
2. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
3. The Contractor shall submit to EOHLC in writing a schedule of the Contractor's estimated drawdowns of grant funds prior to fully executing a Contract. The Contractor shall update the schedule of estimated drawdowns of grant funds at the beginning of each fiscal year of the Contract, if the Contractor becomes aware of substantial changes to the original estimate, and as requested by EOHLC.
4. The Contractor shall submit written quarterly progress reports to EOHLC in compliance with the following deadlines and requirements using a form provided by EOHLC. Progress reports shall be submitted on or before the 15<sup>th</sup> day of the month following the last month of the quarter, except in instances when the due date shall fall on a weekend or holiday where reports would be due the following full business day after the deadline. **EOHLC may delay reimbursement to the Contractor if the Contractor consistently fails to submit timely progress reports or other documents required under this Contract.** Any such action by EOHLC shall be preceded by written notification of the intent to delay such reimbursement, which may be done electronically, and allow for the Contractor to make reasonable written explanation regarding the occurrence, and the remedy of the issue. Failure by the Contractor to reply to EOHLC's written notification or to comply with specific instructions from EOHLC shall be treated as a breach herein and under Section 4 of the

Commonwealth Terms and Conditions. EOHLC further reserves the right to consider past performance under the Housing Choice Grant Program when evaluating an applicant's initial submission.

Progress report deadlines are as follows:

<b>FY Quarter</b>	<b>Reporting Period</b>	<b>Progress Report Due Date</b>
<b>FY26 Q3</b>	Contract start date to 3/31/2026	4/15/2026
<b>FY26 Q4</b>	4/1/2026 to 6/30/2026	7/15/2026
<b>FY27 Q1</b>	7/1/2026 to 9/30/2026	10/15/2026
<b>FY27 Q2</b>	10/1/2026 to 12/31/2026	1/15/2027
<b>FY27 Q3</b>	1/1/2027 to 3/31/2027	4/15/2027
<b>FY27 Q4</b>	4/1/2027 to 6/30/2027	7/15/2027

For any FY26 grant that is granted a contract extension, the Contractor shall continue to furnish quarterly progress reports on the 15<sup>th</sup> day of the month following the end of the quarter for the duration of the extended contract.

5. A Contractor whose grant funds a Planning or Zoning, study, design, or other planning related project shall submit a copy of the document(s) produced with grant funding. Document(s) should be delivered by July 31, 2027. If documents cannot be delivered by July 31, 2027, the Contractor must submit written notification via email to the program representative by July 31, 2027, stating when the documents will be submitted. In accordance with Section III.A.4, failure to submit document(s) required under this Contract may (i) result in delayed reimbursement; (ii) may be treated as a breach of the Contract; and (iii) will be considered when evaluating applications for future grant awards.
6. The Contractor shall continually assess its performance of the Contract-supported activities to ensure that the performance objectives outlined in the Contract are achieved. This includes, but is not limited to, the Contractor's monitoring that applicable schedules are met and performance objectives are achieved in accordance with the activities delineated in the Contract. The Contractor shall promptly inform EOHLC in writing, which may be done electronically, of the following conditions which may affect its deliverable objectives and performance as soon as they become known:
  - a. Problems, delays, or adverse conditions which will materially affect the Contractor's ability to attain deliverable objectives. This disclosure shall be accompanied by a statement of any actions taken or contemplated by the Contractor, and any assistance needed from EOHLC to resolve the situation. Failure by the Contractor to communicate promptly or to respond promptly to communications from EOHLC may result in the denial by EOHLC of any budget or schedule change requests by the Contractor, as provided in Section III.C.

- b. Favorable developments or events which will enable the Contractor to meet the deliverable Contract objectives sooner than anticipated or at less cost than originally projected.
7. The Contractor shall submit all progress reports electronically to EOHLC's assigned program representative with a copy to:

McKenzie Bell, Senior Community Grants Coordinator  
[mckenzie.bell@mass.gov](mailto:mckenzie.bell@mass.gov)
8. EOHLC shall advise the Contractor within thirty (30) days of receiving any report if it is not acceptable to EOHLC. The Contractor shall submit an acceptable report upon receipt of such advice from EOHLC.
9. The Contractor, and any entity under subcontract having costs chargeable to Contract funds, shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions, including, without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
10. Within five business days of receipt, the Contractor shall provide EOHLC with copies of any and all exception reports and written communications of an audit or review of the Contractor and any written final reports of such audits or reviews that the Contractor receives during the Contract term from the state Office of the Inspector General (OIG) and/or the Office of the State Auditor. Such reports or communications may be provided electronically.
11. Within five business days of being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall notify EOHLC of such action and deliver copies of such pleadings to EOHLC. Such reports or communications may be provided electronically.
12. The Contractor will submit any other reports or information requested by EOHLC by the due date specified in EOHLC's request. The Contractor shall promptly make available to EOHLC or to an auditor or contractor approved by EOHLC such material information regarding the Contractor's activities as may be requested by EOHLC.

## **B. Payment Mechanism and Fiscal Obligations**

EOHLC agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:

1. Cost Reimbursement. The Contractor shall submit to EOHLC written requests for cost reimbursement on EOHLC's Housing Choice Grant

Invoice form (Housing Choice Invoice), or other such form as EOHLC may specify.

*Only requests for cost reimbursement for authorized capital expenses, pursuant to the capital funds from the state's capital budget, that are completed within the dates of service of an invoice, and that take place within the length of the contract, are authorized for reimbursement.*

2. Housing Choice Invoices should be submitted **no more than** once a month and should include the range of the dates of service being submitted for reimbursement.
3. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, and the provisions of the Commonwealth Terms and Conditions. In accordance with 815 CMR 2.00 and state finance law, EOHLC is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by EOHLC.
4. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by EOHLC, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.

Each request for payment by cost reimbursement must be made on the Housing Choice Invoice. By submitting the Housing Choice Invoice, the Contractor represents that in accordance with the Contract, including the Contractor's Budget as approved by EOHLC, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

EOHLC's fiscal representative will provide additional billing instructions, if necessary, to the Contractor via email.

When submitted electronically, the Housing Choice Invoice should be attached to the email submission in one email attachment. Any other documents, such as vendor invoices, must be submitted as separate attachments.

In addition to the Housing Choice Invoice, requests for payment by cost reimbursement shall also contain sufficient detail, supporting records, and documentation to support costs. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll records,

accounting records, and purchase orders that are sufficient to document the Contractor's program and financial activities under this Contract.

The request for cost reimbursement shall be submitted electronically to the attention of:

Brett Morton, Fiscal Representative  
[brett.morton2@mass.gov](mailto:brett.morton2@mass.gov)

with a copy to EOHLC's assigned program representative and:

McKenzie Bell, Senior Community Grants Coordinator  
[McKenzie.Bell@mass.gov](mailto:McKenzie.Bell@mass.gov)

5. All requests for cost reimbursement for expenses incurred in FY2026 – Year 1 must be submitted on or before July 15, 2026; and all requests for cost reimbursement for expenses incurred in FY2027 – Year 2 must be submitted on or before July 15, 2027. **Reimbursement requests submitted after the close of these Fiscal Year deadlines in this Section shall not be accepted or paid.** It is the responsibility of the Contractor to require that any subcontractor submit invoices in a manner that meets these requirements and deadlines.
6. The Contractor shall submit the final Housing Choice Invoice on or before July 15, 2027. With the submission of the final Housing Choice Invoice, the Contractor shall return to EOHLC any unexpended funds that are reflected in the final reconciliation, subject to Section III.B above.

### C. Budget or Schedule Changes

1. Any subsequent change in the services and activities to be provided by the Contractor in accordance with the attached Budget, including, but not limited to, extensions of time, requires prior written approval from EOHLC's assigned program representative listed in Section III.A.7. **Requests for any amendments or extensions shall be reviewed on a case-by-case basis by EOHLC and may be approved or denied by EOHLC at its discretion. Consideration shall only be extended to Contractors who are in adherence with Section III.A.6 and other requirements of this Contract. Requests to amend or extend the end date of the Contract must be received by EOHLC on or before March 15, 2027. EOHLC will provide an Extension Request Form template that the Contractor must fill out and submit to EOHLC's assigned program representative by April 1, 2027. This Contract shall not be extended if a request to extend the end date is made after such deadline or if the Contractor fails to submit a timely Extension Request Form. No waivers to this clause shall be granted.**

The Contractor shall submit final reports and forms electronically to EOHLC's assigned program representative with a copy to:

McKenzie Bell, Senior Community Grants Coordinator  
[McKenzie.Bell@mass.gov](mailto:McKenzie.Bell@mass.gov)

2. **Budget Amendments.** The Contractor may transfer funds among the line items in the Budget, only with the written permission of EOHLC. No amendment to the Contract shall be required for such change. The Contractor shall submit a request for such change electronically to EOHLC's representatives, listed in Section III.B.4, at least 30 days prior to requesting reimbursement funds under such change. If EOHLC does not respond within 30 days of receipt of the requested change, it will be deemed to have approved of the change.

#### **D. Signage, Acknowledgment, Publicity, and Logos**

1. **Signage.** The Contractor may erect or post a sign at a location where Contract funds have been used indicating that financing is being or has been provided in part by EOHLC as part of the Housing Choice Initiative, subject to compliance with the zoning by-laws or ordinances of the municipality in which the sign is to be erected or posted. The sign shall include the following statement: "Funds for this Project have been provided by a Housing Choice Grant provided by the Massachusetts Executive Office of Housing and Livable Communities."
2. **Acknowledgment.** If Contract funds are expended by the Contractor on the preparation or production of a brochure or other publication, the brochure or publication shall include the following statement: "This publication was funded by a Housing Choice Grant provided by the Massachusetts Executive Office of Housing and Livable Communities."
3. **Publicity; Other Materials.** The Contractor may disseminate, publish, or reproduce documents produced in whole or in part pursuant to this Contract, provided that the Contractor furnishes to EOHLC copies of any such documents thirty (30) days prior to publication, and provided that such documents include the acknowledgment required under Section III.D.2. The Contractor may copyright any books, publications, or other copyrightable materials produced under this Contract, provided that the Contractor shall provide to the Commonwealth as appropriate an irrevocable, nonexclusive royalty-free right to reproduce, publish, or otherwise use or authorize others to use the copyrighted material.
4. **Logos.** If the Contractor wishes to include an Agency logo on any signage or other materials produced in accordance with this section, it may contact EOHLC's assigned program representative, listed in Section III.A.7, for the appropriate copy of a logo.

5. Submission to EOHLC. Any sign, publication, or other material produced in accordance with this section must be submitted in advance to EOHLC's assigned program representative, listed in Section III.A.7, no later than thirty (30) days before posting or distribution. If EOHLC does not respond within thirty (30) days of receipt of the material, it will be deemed to have approved of the material.

EOHLC reserves the right to require that the Contractor provide to EOHLC photographs, video, or other media and/or documentation, if applicable, or copies of such materials, of any project financed in part by EOHLC under the Housing Choice Initiative.

#### **E. Audit or Financial Review**

EOHLC reserves the right under this Contract to secure its own independent audit or financial review of the Contractor's (or Subcontractor, if applicable) records if, in its sole discretion, EOHLC determines that it is necessary for any reason.

#### **F. Monitoring**

EOHLC may monitor the Contractor's (or Subcontractor, if applicable) compliance with the Contract. The Contractor shall allow EOHLC and its representatives access to all of its books and records pertaining to this Contract.

#### **G. Conflict of Interest, Licensure, and Debarment**

1. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder.
2. The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract, unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also be in compliance with the provisions of M.G.L. c. 268A.
3. The Contractor represents and warrants that as of the effective date, it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the Commonwealth or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.

4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify EOHLC if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

#### **H. Enforcement, Suspension, and Termination**

1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and EOHLC, and not to any third party.
2. EOHLC may use increased or additional monitoring and reporting as part of its enforcement actions.
3. EOHLC's grant application review includes a review for civil rights compliance. EOHLC reserves the right to place conditions on this grant if there is an administrative or judicial finding, decision, opinion, order, or other outcome concerning any civil rights matter(s) that is adverse to the Contractor or any of their subcontractors. Such conditions may be added by EOHLC through administrative guidance or email, without the need for a formal contract amendment.
4. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.
5. EOHLC may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from EOHLC, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.
6. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.
7. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

#### **I. Non-Discrimination In The Provision of Services**

The Contractor shall not deny services or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules

and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

## **J. Confidentiality**

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.
2. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the confidentiality of information. The Contractor shall hold all personal data relating to Contract-supported personnel and applicants or recipients of Contract-supported programs and activities in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form and its Instructions and Contractor Certifications, and all applicable Federal and state privacy and confidentiality laws and regulations, including M.G.L. c. 66A, “Massachusetts Fair Information Practices Act;” M.G.L. c. 93H, Security Breaches; 801 CMR 3.00: Privacy and Confidentiality, and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth. The Contractor shall take all required measures to protect the security of personal data it receives, and shall ensure that its software and security meets, at a minimum, the “Enterprise Information Security Policies and Standards” adopted by the Massachusetts Executive Office of Technology Services and Security (“EOTSS”), available at <https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>, or any successor standards thereto.
3. Pursuant to the Standard Contract Form and its Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction, use, modification, disclosure, or loss. In addition, consistent with the requirements of the Standard Contract Form and the state information security policies, the Contractor’s employees shall generally not conduct Contract business through or send confidential information to employees’ personal email accounts. In addition, the Contractor will promptly notify EOHLC in the event of any security breach

including unauthorized access, disbursement, use or disposal of the personal records and information. In the event of a security breach, the Contractor will cooperate with EOHLC and its authorized representatives and will provide access to any information necessary to respond to the security breach.

4. The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.
5. The Contractor shall deliver to EOHLC, within 14 days of a written request by EOHLC following termination of this Contract, such personal data relating to this Contract as EOHLC may request; provided, that the Contractor may keep copies of any personal data delivered to EOHLC; and provided further, that for the purposes of this sentence, the term, "personal data", shall not include the Contractor's personnel records.

#### **K. Fraud, Waste, and Abuse**

The Contractor shall maintain and use systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract. The Contractor's failure to reasonably prevent, detect or correct fraud, waste, and abuse may be taken into account in any future EOHLC awards.



## Attachment B Budget FY2026 Housing Choice Grant Program

Name of Contractor <i>Include name of Subcontractor if applicable</i>	Project Manager Name, email, and phone number <i>Include name and contact information of person preparing report if different from project manager</i>
Town of Upton	Name: Michael Antonellis Email: mantonellis@uptonma.gov Phone: (508) 603-0219

Project Name
Zoning Bylaw & Subdivision Rules Update
Project Description <i>Brief Summary of Project</i>
Upton will update its zoning and subdivision bylaws.

Project Tasks	Cost by Task
Consultants/Prof. Fees	\$63,000.00
Meeting Expenses/Events	\$0.00
Project Supplies/Materials	\$0.00
Pre-Construction (Design, Engineering, Permitting, Bidding, etc.)	\$0.00
Construction	\$0.00
Demolition	\$0.00
Construction Admin	\$0.00
Contingency	\$0.00
Other/Miscellaneous	\$0.00
<b>TOTAL</b>	<b>\$63,000.00</b>

Bid Solicitation: BD-25-1100-EED01-EED01-111802

### Header Information

<b>Bid Number:</b>	BD-25-1100-EED01-EED01-111802	<b>Description:</b>	Community One Stop for Growth - FY2026 Round	<b>Bid Opening Date:</b>	06/04/2025 11:59:00 PM
<b>Purchaser:</b>	Daniel Billings	<b>Organization:</b>	Executive Office of Economic Development		
<b>Department:</b>	EED01 - Economic Development	<b>Location:</b>	EED01 - Economic Development		
<b>Fiscal Year:</b>	25	<b>Type Code:</b>	NS - Non-Statewide Solicitation	<b>Allow Electronic Quote:</b>	No
<b>Alternate Id:</b>		<b>Required Date:</b>		<b>Available Date :</b>	01/24/2025 12:00:00 AM
<b>Info Contact:</b>	Website: <a href="http://www.mass.gov/onestop">www.mass.gov/onestop</a> , Email: <a href="mailto:onestop@mass.gov">onestop@mass.gov</a>	<b>Bid Type:</b>	OPEN	<b>Informal Bid Flag:</b>	No
<b>Purchase Method:</b>	Blanket				
<b>Begin Date:</b>	01/24/2025	<b>End Date:</b>	07/01/2025		

**Pre Bid Conference:** Visit [www.mass.gov/onestop](http://www.mass.gov/onestop) for a schedule (or recordings) of the informational One Stop Webinars. Prospective applicants can also receive feedback by submitting an Expression of Interest.

**Bulletin Desc:** The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOED, EOHL, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through March 26, 2025. For the most up to date program information, visit [www.mass.gov/onestop](http://www.mass.gov/onestop).

<b>Ship-to Address:</b>	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: <a href="mailto:eoedap@mass.gov">eoedap@mass.gov</a> Phone: (617) 788-3610	<b>Bill-to Address:</b>	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: <a href="mailto:eoedap@mass.gov">eoedap@mass.gov</a> Phone: (617) 788-3610	<b>Print Format:</b>	
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**File Attachments:** [FY26 Community One Stop for Growth NOFA](#)

**Form Attachments:**

### Required Quote Attachments

**SBPP (Small Business Purchasing Program) Eligible?:**

See SBPP requirements and exceptions at [www.mass.gov/sbpp](http://www.mass.gov/sbpp)

:

### Item Information

**Item # 1: ( 00-00-00-00-0000 )** The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOED, EOHL, and/or MassDevelopment via the One

Stop Full Application. Expressions of Interest accepted through March 26, 2025. For the most up to date program information, visit [www.mass.gov/onestop](http://www.mass.gov/onestop).

U N S P S C Code: 00-00-00  
 Grant Opportunity  
00-00-00-00  
 Grant Opportunity  
00-00-00-00-0000  
 Grant Opportunity

Qty	Unit Cost	UOM	Total Discount Amt.	Total Cost
1.0				
Manufacturer:		Brand:		Model:
Make:		Packaging:		
<div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span>Bid Tab</span> <span>Exit</span> </div>				

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UNSPSC Code: 00-00-00  
Grant Opportunity

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Grant Opportunity

Qty	Unit Cost	UOM	Total Discount Amt.	Total Cost
1.0				

Qty	Unit Cost	UOM	Total Discount Amt.	Total Cost
1.0				

Qty	Unit Cost	UOM	Total Discount Amt.	Total Cost
1.0				

Qty	Unit Cost	UOM	Total Discount Amt.	Total Cost
1.0				

Qty	Unit Cost	UOM	Total Discount Amt.	Total Cost
1.0				

Manufacturer: Brand: Model:

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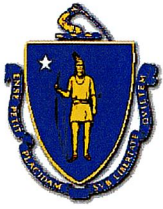
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## APPLICANT INFORMATION

**1.1. Applicant Organization Name:***Town of Upton***Organization Type****1.2.***Public Organization***Public Entity Type****1.2.a.***Municipality***1.3. Applicant Organization Legal Address****Street Address:***1 Main St***City/Town:***Upton***State:***Massachusetts***Zip Code:***01568***1.4. Organization CEO****CEO Name***Laura Hebb***CEO Phone***(508) 603-0219***CEO Email***mantonellis@uptonma.gov***CEO Title***Select Board Chair***1.5. Project Contact****Project Contact Name***Michael Antonellis***Project Contact Phone***(508) 603-0219***Project Contact Email***mantonellis@uptonma.gov***Project Contact Title***Director of Land Use & Inspectional Services***1.6. Joint Application** - Is this a joint application between two or more municipalities (and/or entities), which will entail a formal arrangement for a shared scope of work and allocation of funds?*No*



Commonwealth of Massachusetts  
**EXECUTIVE OFFICE OF HOUSING &  
LIVABLE COMMUNITIES**

Maura T. Healey, Governor ♦ Kimberley Driscoll, Lieutenant Governor ♦ Edward M. Augustus Jr., Secretary

Via email: [bos@uptonma.gov](mailto:bos@uptonma.gov)

September 30, 2025

Select Board Chair Laura Hebb  
Town of Upton  
1 Main Street  
Upton, MA 01568

Dear Ms. Hebb:

**Application:** Upton 01095

Congratulations on Town of Upton's successful application to the FY26 Round of the Community One Stop for Growth. On behalf of the Healey-Driscoll Administration, I am pleased to inform you that a grant in the amount of **\$63,000.00** from the **Housing Choice Grant Program** has been approved to support the **Zoning Bylaw & Subdivision Rules Update project**.

The Housing Choice Grant Program will start contracting in the coming weeks. We will send an email to the municipal CEO and project contact identified in your application with pre-contracting information and tasks to complete, and an invitation to an online training related to grant administration and contract guidance. Please contact McKenzie Bell, Senior Community Grants Coordinator, at [McKenzie.Bell@mass.gov](mailto:McKenzie.Bell@mass.gov) with questions.

Please be advised that this letter does not constitute an agreement or contract with the Executive Office of Housing and Livable Communities (EOHLC) or the Commonwealth of Massachusetts, and the grant award is not final until the organization has executed a contract with the EOHLC. You should not proceed with any grant activities until a contract is in place.

The receipt of grant funds is contingent upon the grantee being able to certify that it will comply with the Massachusetts General Laws, including G.L. c. 40A, § 3A, the MBTA Communities Act. Compliance with the MBTA Communities Act is determined by the Executive Office of Housing and Livable Communities.

Finally, public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a public event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Sincerely,

A handwritten signature in blue ink, appearing to read "Edward M. Augustus Jr.", written in a cursive style.

Edward M. Augustus Jr.  
Secretary, EOHLC

## Susan Brouwer

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**From:** Michael Antonellis  
**Sent:** Monday, January 5, 2026 2:30 PM  
**To:** Susan Brouwer  
**Cc:** Dennis Westgate  
**Subject:** RE: FY24 HWIP Grant Report Due 1/15/2026  
**Attachments:** Contract Package FY26 HC - Upton\_encrypted\_.pdf

Yes, I spoke with Dennis. He wanted to get this on for the 20<sup>th</sup> for the Select Board to authorize Dennis to sign the contract for the acceptance of the funds.

This is \$63,000 of grant funds through the Housing Choice Grant Program for a Zoning Bylaw and Subdivision rules and regulation rewrite.

Attached is the contract package in PDF format.

I can be there to explain what the grant is for.

Best,

---

**From:** Susan Brouwer <[sbrouwer@uptonma.gov](mailto:sbrouwer@uptonma.gov)>  
**Sent:** Monday, January 5, 2026 2:12 PM  
**To:** Michael Antonellis <[mantonellis@uptonma.gov](mailto:mantonellis@uptonma.gov)>  
**Subject:** FW: FY24 HWIP Grant Report Due 1/15/2026  
**Importance:** High

Hi Mike,

Do you receive this email as well? If so, does this fall under your area?

Thanks for letting me know!

*Susan Brouwer*  
*Executive Assistant to Town Manager*

**Town of Upton**  
**Office of the Town Manager**

1 Main Street, Suite One  
Upton, MA 01568  
T - (508) 529-6901

[sbrouwer@uptonma.gov](mailto:sbrouwer@uptonma.gov)

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**From:** Kenney, Margaret (EOHLC) <[Margaret.Kenney@mass.gov](mailto:Margaret.Kenney@mass.gov)>  
**Sent:** Monday, January 5, 2026 2:08 PM  
**To:** Bell, McKenzie (EOHLC) <[McKenzie.Bell@mass.gov](mailto:McKenzie.Bell@mass.gov)>; Healey, Victoria J. (EOHLC) <[Victoria.J.Healey@mass.gov](mailto:Victoria.J.Healey@mass.gov)>

**Subject:** FY24 HWIP Grant Report Due 1/15/2026

**Importance:** High

Hello FY24 HWIP grantees,

Please note that the **next quarterly progress report is due on 1/15/2026.**

Reminders when completing your report:

- Fill out the correct tab that corresponds to this most recent quarter. If completed correctly, reported spending on previous tab(s) will auto-populate.
- You **must** complete the “no expense narrative” section if no expenses are recorded.
- Email the completed report as an Excel spreadsheet (not as a PDF or other file type).

In addition to your quarterly progress report, **you must also reply all to this email with an updated spending estimate of grant funds for the remainder of FY26** (estimated grant spending by 6/30/2026).

Please contact us with questions or concerns. Many thanks and Happy New Year!

Best,  
Maggie

***Maggie Kenney, LCSW (she/her)***

*Community Grants Coordinator*

Executive Office of Housing and Livable Communities (HLC)

Livable Communities Division

Community Assistance Unit (CAU)

100 Cambridge Street, Suite 300, Boston, MA 02114

[Margaret.Kenney@mass.gov](mailto:Margaret.Kenney@mass.gov)

## Susan Brouwer

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**From:** Neil Gallagher  
**Sent:** Tuesday, January 6, 2026 1:28 PM  
**To:** Susan Brouwer  
**Cc:** Dennis Westgate  
**Subject:** DPW - 2011 CHEVROLET-SILVERADO V#:1GB3KZCL1BF140306 Plate#: M84206

Sue & Dennis,  
Below is the vin# of truck #23 that will be auctioned off.

1GB3KZCL1BF140306

Mileage 121801



### Neil Gallagher

Highway Superintendent

[ngallagher@uptonma.gov](mailto:ngallagher@uptonma.gov)

508-282-6500

100 Pleasant st., Upton, MA 01568