

Davis, Debbie

From: Genereux, David
Sent: Thursday, May 20, 2021 8:30 AM
To: Gregory buteau
Cc: Davis, Debbie
Subject: RE: Draft Water/Sewer study
Attachments: 1972 agreement Comm of Mass.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Greg,

My apologies. Things have been a bit busy around here. Attached is the document that was referenced.

Regards,

David A. Genereux

David A. Genereux
Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524
Telephone: (508) 892-7000
Fax: (508) 892-7070
Email: genereuxd@leicesterma.org

"Please remember that the Secretary of State has determined that email is a public record"

From: Gregory buteau <gregorybuteau1@gmail.com>
Sent: Thursday, May 20, 2021 6:13 AM
To: Genereux, David <genereuxd@leicesterma.org>
Subject: Fwd: Draft Water/Sewer study

Good am Dave

With respect to the attached May 5th public records request, did you possibly forget?

or do you want me to file an appeal/

Thank you

A phone call would be appreciated, if it was an oversight.

Greg Buteau
774 289 1373

----- Forwarded message -----

From: **Gregory buteau** <gregorybuteau1@gmail.com>

Date: Wed, May 5, 2021 at 7:39 PM

Subject: Draft Water/Sewer study

To: Genereux, David <genereuxd@leicesterma.org>

Good pm/am Dave

With respect to Pg 2-33 of the draft report, it states in the 3rd para the following:

"An Agreement was then executed between the Commonwealth of Massachusetts and the Town of Leicester dated December 12, 1972 for the purpose of construction of the Moose Hill Reservoir as a multi-purpose floodwater retarding and municipal water supply structure."

I am requesting a copy of said agreement as soon as possible, pursuant to the public records law.

Although I am not required you to tell my reason for the request, it has to do with the wording of Article 2 of the July 30 ,1973 meeting which reads in part "...be authorized to borrow the sum of \$90,000 for LAND ACQUISITION and related costs,including survey,appraisal, title search and closing fees, ..." and my past experience in acquiring land for water projects with a federal agency.

Thank you

Any questions, feel free to call 774 289 1373

Greg Buteau

AGREEMENT

Between

THE COMMONWEALTH OF MASSACHUSETTS

and

THE TOWN OF LEICESTER

THIS AGREEMENT, Made this 12th day of December 1972, by the Water Resources Commission, acting in behalf of the Commonwealth of Massachusetts, and the Town of Leicester, under the provisions of Chapter 571 of the Acts of 1962, and Chapter 678 of the Acts of 1968, for the purpose of construction of the multi-purpose floodwater retarding and municipal water supply structure at the Shaw Site within the Upper Quaboag River Watershed project.

PART I

It is mutually agreed that:

1. The works agreed upon hereinafter are contingent upon the allocation of funds by the U.S. Soil Conservation Service under the provisions of the Federal Watershed Protection and Flood Prevention Act (Public Law 566-83rd Congress, 2nd Session, as amended).

2. The Water Resources Commission of the Commonwealth of Massachusetts shall act on behalf of the Commonwealth of Massachusetts and shall be the contracting authority for the construction of the works of improvement agreed upon.

3. The works of improvement are to be constructed in accordance with the plans and specifications provided through the U. S. Soil Conservation Service; said plans and specifications shall have been approved by both parties to this agreement.

4. All obligations to be in accordance with "Supplemental Work Plan #2 for the Upper Quaboag River Watershed dated September 1968" which work plan is respectfully referred to and incorporated herein.

PART II

The Town of Leicester agrees to:

1. Provide 47.4 percent of the costs for land, easements, right-of-way, and relocation or modification of existing facilities, public or private, including all other associated land acquisition costs, necessary for the installation of the Shaw Site.

2. Provide 33.2 percent of the cost of construction works of improvement known as the Shaw Site.

3. Provide 33.2 percent of the costs for the operation and maintenance of the Shaw Site.

4. Deposit funds in advance with the State Treasury, to the credit of the Commission, for the payment of the Town's share of the non-Federal cost of the Shaw Site.

PART III

The Commonwealth of Massachusetts agrees to:

1. Deposit funds advanced by the Town of Leicester for the payment of the Town's share of the non-Federal cost of the Shaw site in a special account and expended by the Water Resources Commission without further appropriation. Any unexpended balances remaining in the special account upon the completion of the works of improvement shall be returned to the Town of Leicester.

2. Provide 52.6 percent of the costs for land, easements, right-of-way, and relocation or modification of existing facilities, public or private, including all other associated land acquisition costs, necessary for the

Installation of the Shaw Site.

3. Be responsible for the operation and maintenance of the Shaw Site by actually performing the work or arranging for such work to be performed by others.

4. Provide 66.8 percent of the costs for the operation and maintenance of the Shaw Site.

This agreement is signed on behalf of the Town of Leicester as authorized by the voters in Article 9 in a Special Town Meeting held on November 10, 1970.

Certified By:

J. Herbert Williamson
Town Clerk

Town of Leicester by
Board of Selectmen

George E. Raquette
Chairman

Albert L. French
Selectmen

James E. O'Brien
Selectmen

Robert D. McNeil
Selectmen

Matthew J. Brown
Selectmen

Approved as to Form

Robert K. Mulken
Town Council

Town of Leicester

Date: 12-6-72

Authorized by Vote of
Water Resources Commission
on December 11, 1972

Commonwealth of Massachusetts
by Charles F. Kennedy
Charles F. Kennedy
Director and Chief Engineer
Water Resources Commission
Division of Water Resources

Certified by:

Isabel Moore
Secretary to the Commission

James F. Blissett
Assistant Attorney General

Date: JAN 10 1973