



Community Preservation Committee

Littleton, Massachusetts

The CPC was established by Town Meeting in 2007. The CPC has the powers and responsibilities specified by Massachusetts General Law Chapter 44B, section 5(b), the Community Preservation Act.

Community Preservation Application for Funding

Date: 03.18.24

Project Title: Replace the Boat Launch Access Path at Mill Pond

Name of Applicant: Jonathan Folsom, CLC Chair

Name of Organization: Clean Lakes Committee (CLC)

Address: c/o Littleton Water Department, 39 Ayer Rd, Littleton MA 10460

Telephone: (978)501-6173 **Email:** jfolsom56@gmail.com

CPA Category (circle all that apply): **Open Space** **Historic Preservation**
Recreation **Community Housing**

CPA Funding Requested: \$50,000 **Total Project Cost: \$20,000**

Please attach answers to the following questions. Include supporting materials as necessary.

- Project Description:** Please give a detailed project description, including specific objectives.
- Goals:** How does this project accomplish the goals of the Community Preservation Plan for Littleton? (See Guidelines for Project Submission for general criteria)
- Timeline:** What is the schedule for project implementation, including a timeline for all critical milestones? Will this be a multi-year project?
- Budget:** Please provide a full budget including the following information, as applicable. (NOTE: CPA funds may not be used for maintenance):
 - Total amount of the project cost, with itemization of major components.
 - Additional funding sources. Please include those that are available, committed, or under consideration.
 - Describe the basis for your budget and the sources of information you used.



Community Preservation Committee Littleton, Massachusetts

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5. **Support:** Have the appropriate Town Boards and Commissions expressed support and/or approved the project? What is the nature and level of community support for this project?

Submit this form and accompanying materials to:

Community Preservation Committee
c/o Town Clerk Office
Town Offices
37 Shattuck Street
P.O. Box 1305
Littleton, MA 01460
978-540-2401
townclerk@littletonma.org

Please provide one paper copy as well as an electronic (pdf) file.

The Clean Lakes Committee thanks you, the members of the Community Preservation Committee, for considering our request to fund efforts to improve Littleton's public recreational facilities. Our stewardship is the gift we give to Littleton's future.

Jonathan Folsom CLC Chair

Mill Pond Public Boat Launch Access Path

In 2014 the Clean Lakes Committee created a public boat launch on town-owned land for canoes and kayaks on the shore of Mill Pond's Basin 1. A concrete landing was set at the water's edge, and 3 parking spaces were created off Lake Warren Drive. There's an information kiosk and a 6' wide pervious paver footpath up the 8' embankment. The path was intended to snake down the bank for a more manageable pitch. Site conditions and a tight budget resulted in a pathway that was uncomfortably steep.

We'd like to remedy that situation by reshaping the footpath, so it has a broader sweep. That will give it a gentler slope. Some additional landscaping could be employed to complement the new layout. Replacing the old pavers with native vegetation would stabilize the embankment. The boulders that are strewn on site could be shifted around to anchor the new access path. The CPC funding would provide \$20,000, the estimated cost for plans, material and labor to improve the site. All work would be done by a licensed professional landscaping contractor under agreement with the Littleton Water Department.

PROJECT: REPLACING THE BOAT LAUNCH ACCESS PATH AT MILL POND

TARGET: The goal of this project is to create a safer, more comfortable footpath down the embankment at the Mill Pond Public Boat Launch to replace the present one. The work would include restoring the natural state of the bank where the current path was built and relocating some of the large rocks onsite to enhance the new layout.

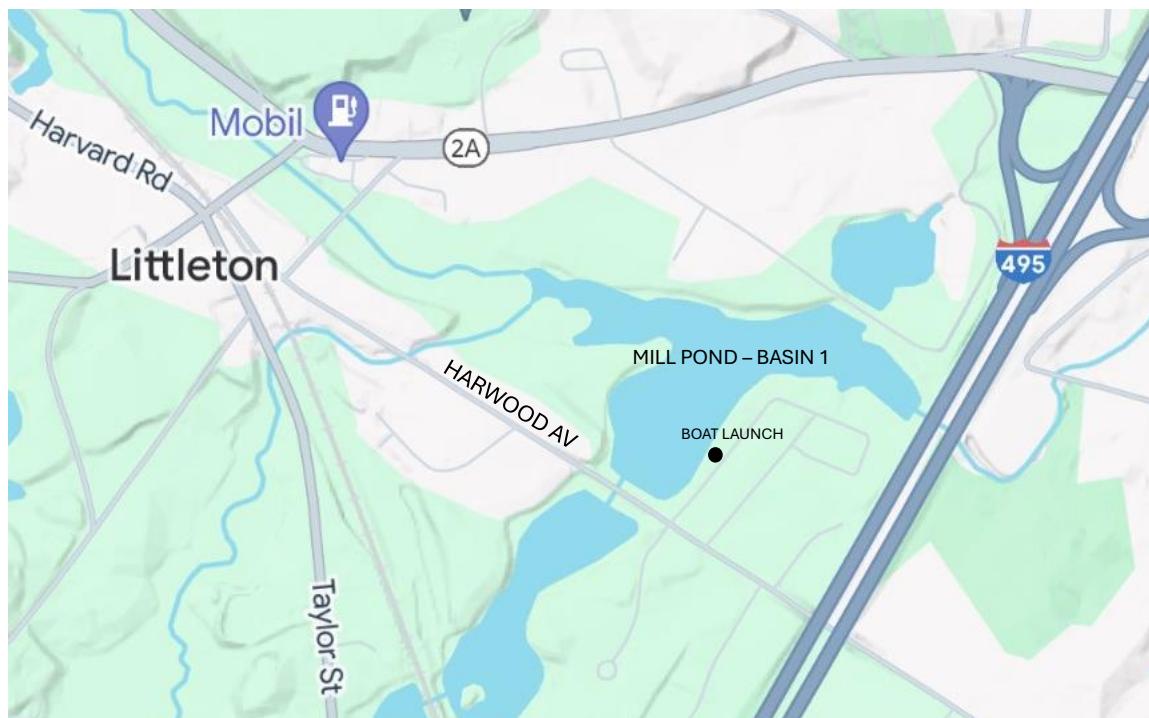


Figure 1 Mill Pond Littleton MA

Google Maps

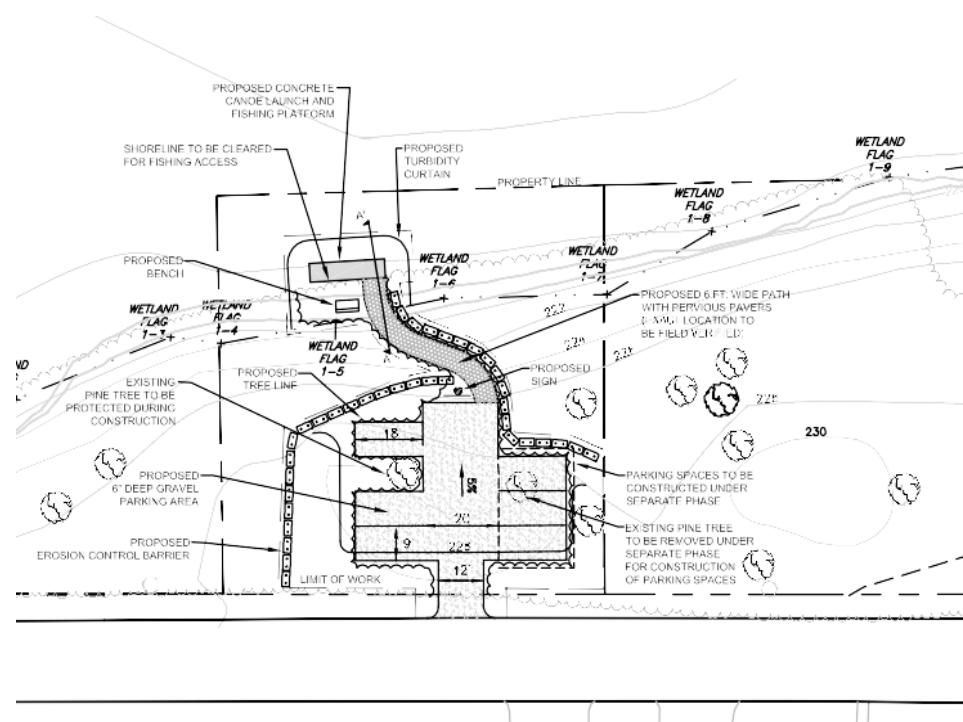


Figure 2 Partial Plan - Mill Pond Boat Launch

ESS Group



Figure 3 Existing Access Path Mill Pond Boat Launch

Photo by Jon Folsom

HISTORY: Mill Pond's Public Boat Launch was contracted by the CLC in 2014 as part of the planned Mill Pond Restoration Project. The site was a narrow strip of town-owned land on Lake Warren Drive near Harwood Avenue. (See Fig. 1) The land along the street was generally flat, which made it easy to provide parking. The biggest challenge was the 8' descent to the shore.

The design solution from ESS Group of Wellesley MA called for a serpentine footpath to negotiate the steep bank but conceded that field conditions would determine the final layout. (See Fig. 2) The path, as built, was steeper than originally specified, however budget constraints prevented further changes. In reality, the existing path is dangerous and discourages those with kayaks and canoes. (See Fig. 3)

Recently we found a way to reduce the pitch of the path, making it safer and more enjoyable to use. Extending the path in a broad arc toward the information kiosk would lengthen the path but make it more comfortable to walk because it wouldn't be as steep.

SCOPE, DURATION & BUDGET: Design, engineering, construction and landscaping could be accomplished for the requested funding of \$20,000. Site work would be scheduled in early fall and should be completed within 10 working days. Two rough estimates are attached.

Our request for full funding of this project from the Community Preservation Committee arises from a lack of alternative resources. As a result of an April 2021 decision by the Massachusetts Department of Revenue regarding the proper use of enterprise accounts, the CLC can no longer access the monies that were originally earmarked for committee use. For many years profits from a cell tower on Littleton Water Department (LWD) land provided our funds. In fact, those profits should be for LWD use only – i.e. providing clean drinking water to their customers. While the Littleton Water Commissioners have been more than generous during our transition, the CLC must find new partners to help provide our services.

PROJECT OBJECTIVES: Primarily this renovation to the Mill Pond Boat Launch would remedy a dangerous condition. Beyond that, it would improve access to the shoreline for a greater number of people, making the facility more welcoming.

HOW REPLACING THE ACCESS PATH ACCOMPLISHES CPA GOALS: The new path will improve shore access and encourage more use of the only public recreational facility on Mill Pond. It will improve safety, making it easier to handle kayaks, canoes and equipment.



GREEN INTERNATIONAL AFFILIATES, INC.

100 AMES POND DRIVE, SUITE 200 TEWKSBURY, MA 01876

T: (978) 923-0400 | WWW.GREENINTL.COM

March 15, 2024

Mr. Tim Pearson
Littleton Water Department
39 Ayer Road
Littleton, MA 01460

**Subject: Proposal for Survey and Engineering Services
Mill Pond Boat Ramp
Littleton, Massachusetts**

Dear Mr. Pearson:

Pursuant to your request, Green International Affiliates, Inc. (Green) is pleased to provide this proposal to perform design, survey, permitting, and construction services for the Town of Littleton Water Department for the subject project. The project proposes to construct a new canoe ramp between the existing parking lot and Mill Pond. Based on our understanding of the email from the Town, we propose the following Scope of Services.

SCOPE OF WORK

Task 1: Topographic Survey, Plotting, and Wetland Flagging

Horizontal survey control will be tied into the Massachusetts State Plane (NAD 83) coordinate system, and vertical control will be tied into North American Vertical Datum of 1988 (NAVD 88) using GPS methods. A minimum of two benchmarks for each site will be set on immovable objects.

Green will prepare an Existing Base Map. We will perform on-ground surveys using a Total Station Electronic Distance Meter (EDM) and will locate existing surface features. Survey point data will be collected and plotted electronically. The survey point file will be used to develop topographic detail and contours of the project limits to produce the base map in AutoCAD Civil 3D 2021 format at a scale of 1" = 20' with 1' contours.

We will incorporate record information provided by the Town. We do not anticipate performing additional utility record plan research.

We assume the Town will flag the wetlands and we will locate them.

Task 2: Canoe Ramp Design

Green will perform one (1) site visit with members of the Littleton Water Department to determine the approximate layout of the canoe ramp path. We will prepare a site assessment memo based on our site observations outlining the options for alignment and surface material for Town review. Once approved we will prepare a Site Plan and Site Details. The new path alignment will start at the edge of the parking lot and terminate at the wooden dock at Mill Pond. Due to steep existing slopes and to limit disturbance to existing trees, the path most likely won't be able to meet ADA and AAB regulations. The design of handrails, pedestrian ramps, and stairs are not included in this Scope of Services. The Plans will be prepared at a scale of 1"=20'. We will prepare one (1) draft submission and one (1) final submission.

Preparation of construction cost estimate is not included in this Scope of Services.

Task 3: Stormwater Memo

It is assumed the proposed canoe ramp will be a pervious surface. Therefore, we anticipate that stormwater mitigation is not required for this project. We will prepare a stormwater memo. The memo will discuss how the stormwater is being addressed and discuss how the project is meeting the stormwater standards. The memo will be used in support of the Notice of Intent. We will prepare hydrologic calculations to determine the increase in peak rates. We assume the Town will prepare the Notice of Intent.

Task 4: Construction Phase Service

During construction, we will review up to four (4) shop drawings and respond up to two (2) RFIs. We will perform two (2) site visits to observe construction and prepare two (2) site reports.

Fee

Task	Task Description	Fee
1	Topographic Survey, Plotting, and Wetland Flagging	\$3,310
2	Canoe Ramp Design	\$12,910
3	Stormwater Memo	\$6,280
4	Construction Phase Services	\$4,010

The total lump sum fee for Tasks 1 through 4 is \$26,510, including expenses.

Exclusions

This Scope of Services does not include the following; however, these items may be added later as an amendment to our contract as the need arises:

1. Permit application filing, advertising fees, and attendance at public hearings,
2. Technical specifications and cost estimates,
3. Notice of Intent,
4. Wetland flagging,
5. Utility Requests,
6. All submittals are electronic.

Thank you for the opportunity to submit this proposal, and we look forward to working with you once again. Should you have any questions regarding this amendment request, please do not hesitate to contact Jim Thorne P.E. from our office.

Sincerely,

Green International Affiliates, Inc.



Ko Ishikura, P.E.
President

March 18th, 2024
24-8035

Littleton Electric Light & Water Department
39 Ayer Road
Littleton, MA

VIA EMAIL
tpearson@lelwd.com

**RE: Surveying, Engineering, & Wetland Consulting
Lake Warren Drive Canoe Launch
Littleton, MA**

Dear Mr. Pearson:

This letter presents a scope of work and cost estimate for the performance of surveying, engineering, & wetland consulting services associated with the project at the above referenced site in Littleton, Massachusetts (hereinafter referred to as the site). We thank you for the opportunity to propose on your project and look forward to working with you.

1.0 SCOPE OF WORK

We have prepared this proposal to facilitate the permitting and reconstruction of a canoe launch replacement on Lake Warren Drive. Based on email correspondence and existing site photos you provided, we understand that you wish to reconstruct an existing canoe launch to lessen the slope of the permeable pavers by re-routing the pathway, relocate the existing boulders on the site, and retain the mature trees adjacent to the project area.

Based on this we offer the following scope of work.

1.1 Topographical & Existing Conditions Survey – Dillis & Roy will prepare an on-the-ground survey of the site. This work will include the establishment of horizontal and vertical control, location of critical site features including the existing paver pathway, boulders, significant trees, edge of wetland (Mill Pond), and any other information relevant to the design of the project.

Estimated Cost - \$2,500.00

1.2 Site Plan Preparation – Dillis & Roy will prepare a Site Plan which will be submitted to the Conservation Commission for approval. The plan will show all required information such as wetland limits with associated buffer zones, existing topographical information, existing structures, significant trees, limit of existing canoe launch, proposed path routing with associated grading, erosion control details.

Estimated Design Cost - \$3,000.00

1.3 Notice of Intent Filing – Dillis & Roy will prepare and submit a wetland filing with the Littleton Conservation Commission and the Commonwealth of Massachusetts in accordance with the WPA and the local Bylaw. This work will include the preparation of figures, forms, applications, project narratives, abutter notification, and the scheduling of a public hearing. Certified mailing costs and legal advertising costs will be presented on the invoice as a reimbursable expense.

Estimated Cost – \$1,500.00

Filing Fee (if required) - TBD

1.4 Construction Services - (if required) – Dillis & Roy will perform construction related services required for the construction of a garage. The following is a schedule for costs for the required services.

Survey Staking - \$240.00/hr.

As-Built Survey - \$720.00

As-Built Site Plan Preparation - \$500.00

Request for a Certificate of Compliance - \$250.00

1.5 Meetings – As required by the circumstances of the project and as requested by the client, Dillis & Roy will prepare for and attend meetings with the client, client representatives, public officials and Town Boards on an hourly basis.

Professional Engineer - \$195.00/Hr.

Project Manager - \$135.00/Hr.

2.0 ASSUMPTIONS, LIMITATIONS AND CONDITIONS

The following assumptions apply to this proposal.

- 2.1** There are no defects in the title of the property, no hiatuses or gores in the deeds, and no registered land contained in locus.
- 2.2** Bidding Services and Construction Specifications in CSI format are not included in this scope of work but can be provided by addendum to the contract if required.
- 2.3** Significant rainfall or snowfall could impact the ability to complete the work as referenced above.
- 2.4** Nothing in this proposal should be construed to indicate a particular outcome of a permit application.
- 2.5** Filing with any regulatory agency not included within this scope of work will entail an additional fee.
- 2.6** All permits, application, advertising and subcontractor fees are to be paid by client. If Dillis & Roy pays the fees, a 15% surcharge will be added to the fee.
- 2.7** Alterations to final plans, calculations, reports, and other data requested by client or any regulatory agency following the initial submittal will entail an additional fee.
- 2.8** This proposal is based on regulations in effect at the time of this proposal. Changes in regulations after the date of this proposal, may entail an additional fee.
- 2.9** This proposal does not include work related to appeals.
- 2.10** This proposal does not include work related to wetland fillings.
- 2.11** Legal, environmental, geotechnical, structural, architectural or other professional consultants, whose services are deemed necessary during the course of this project, will contract directly with the client.
- 2.12** Reimbursable expenses such as printing, certified mailings, legal advertisement costs are not included.

3.0 SCHEDULE

Dillis & Roy will begin field work within 2 -3 weeks after receipt of the signed contract and retainer (see below).

4.0 GENERAL CONTRACT CONDITIONS

The following general contract conditions are part of this agreement. Your approval of this proposal indicates your acceptance of these general conditions.

- 4.1 RIGHT OF ENTRY** - The signing of this contract gives authorization for DILLIS & ROY, CIVIL DESIGN GROUP, Inc. personnel to enter upon the site to conduct site examinations, surveys, soil tests, and other work as required to accomplish the Scope of Work as described herein. It is understood by the client that these surveys and tests may require the cutting of brush and that the digging of holes for soil tests will cause noticeable and lasting disturbance to the ground, furthermore, access to the site by heavy machinery may cause disturbance to stone walls and ground surface. If the client is not the record owner of the site at the time that this contract is executed, it shall be the client's responsibility to obtain right of entry from the owner of record.
- 4.2 CHANGE OF SCOPE** - If, during the progress of work under this contract, there is a change in scope of the work as ordered by the client or as required by circumstances or by other authorities with the acknowledgement of the client, a change order to this contract will be required before the work will proceed. DILLIS & ROY, CIVIL DESIGN GROUP, Inc. will not change the scope of work on the basis of an oral order by the client or by anyone else.
- 4.3 TERMINATION PROVISION** - This contract may be terminated by either party upon five (5) days written notice in the event of persistent failure of performance of terms and conditions of the contract by the other party through no fault of the terminating party. DILLIS & ROY, CIVIL DESIGN GROUP, Inc. shall be paid for service completed up to the time of termination.
- 4.4 BILLING PROCEDURE** - Invoices for services shall be rendered either upon completion of services or on a monthly basis at the option of DILLIS & ROY, CIVIL DESIGN GROUP, Inc. and are payable upon presentation. Invoices shall be mailed to the client at the above address.
- 4.5 SERVICE CHARGES AND COST OF COLLECTIONS** - A service charge of one and one-half percent (1-1/2%) per month will be added to any unpaid balance. DILLIS & ROY, CIVIL DESIGN GROUP, Inc. reserves the right to terminate work under this contract if payment is not received in accordance with this provision. The client agrees to pay all costs of collection including reasonable attorney's fees.
- 4.6 OWNERSHIP OF PLANS AND DOCUMENTS** - All field notes, field data, soil boring logs, reports, calculations, working drawings, estimates, and other documents prepared by DILLIS & ROY, CIVIL DESIGN GROUP, Inc. as instruments of service shall remain the property of DILLIS & ROY, CIVIL DESIGN GROUP, Inc. The client agrees that all work furnished to the client by DILLIS & ROY, CIVIL DESIGN GROUP, Inc. which is not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever.

Work stated above will commence within a timely manner after receipt of the signed contract and retainer. If this agreement is acceptable to you, please sign the original in the space provided below and return the entire document.

Regards,

DILLIS & ROY

Civil Design Group, Inc.



Gregory S. Roy, P.E.

President

Accepted By: _____
Authorized Signature

Print Name

Date

Email address

Electronic Invoicing:

Dillis & Roy will send all invoices via email. If you prefer to receive invoices by mail, please check the box below.

Please mail paper copies of my invoices to the following address:

(Street)

(suite, apt, etc.)

(City, State, Zip)