



# PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

**ORGANIZATION:** Select Board

**MEETING:** X

**PUBLIC HEARING:**

**DATE:** February 11, 2019

**TIME:** 6:30pm

**LOCATION:** Town Hall, Select Board Conference Room, 3 Washburn Square, Leicester

**REQUESTED BY:** Kristen L. Forsberg

*Agenda packet and associated documents can be found at [www.leicesterma.org/bos](http://www.leicesterma.org/bos). This agenda lists all matters anticipated for discussion; some items may be passed over, and other items not listed may be brought up for discussion to the extent permitted by law. Select Board meetings are recorded by LCAC. Any member of the public planning to record the meeting must first notify the Chair. **PLEASE SILENCE ALL CELL PHONES DURING THE MEETING***

## CALL TO ORDER/OPENING

### 1. SCHEDULED ITEMS

- a. [6:30pm - WRTA Open Position Discussion](#)
- b. 6:35pm - Permanent Note Sale for Library, Hillcrest House and Highway Equipment
- c. [6:45pm - Safety Review of Baldwin St/River St Intersection](#)

### 2. PUBLIC COMMENT PERIOD

### 3. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Select Board Reports
- c. [Town Administrator Report](#)

### 4. OTHER BUSINESS

- a. [Parks and Rec Donation – Tarentino Playground](#)
- b. [Police Department Donations – Unrestricted](#)
- c. [Common Victualler Transfer of Ownership – B-law's Diner to Farmhouse Diner – 15 S. Main Street](#)
- d. [Middle School Feasibility Study Contract Amendment](#)
- e. [FY 2020 Budget Review & Proposed Prop 2 ½ Override Discussion](#)
- f. [Board and Committee Appointment Discussion](#)
- g. [Select Board 3-5 Year Goals Discussion](#)

### 5. MINUTES

- a. January 28, 2019

### 6. EXECUTIVE SESSION, MGL CHAPTER 30A, SECTION 21A

- a. Executive Session Minutes
- b. Exceptions 3 & 7 – Discuss strategy with respect to litigation (BSI Litigation); meeting with Town Counsel pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007) to discuss pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885CV00985

**ADJOURN**

# WRTA Advisory Board Fact Sheet

- The WRTA Advisory Board Meets the third Thursday of the month from 8:30am-9:30am at the WRTA Hub located at 60 Foster Street, Worcester, MA.
- Board members are responsible for selecting, supporting, and providing guidance to the WRTA Administrator.
- Board members will vote on various affairs of the organization. E.g. approving the budget, major service changes, etc.
- Each board member carries a predetermined percentage of the vote. The disabled rider will carry 1% of the vote.
- Members of the board may be asked to sit on various committees such as the personnel committee or the audit and finance committee. (It is not required for a board member to serve on a committee)



- The goal of the WRTA is to provide convenient, comfortable, safe, reliable, cost-effective mobility services contributing to the economic vitality of the region.
- The WRTA is the second largest regional transit authority in Massachusetts.
- The WRTA has a fleet of 52 buses, including 6 electric, 17 diesel-electric hybrid buses and 29 Clean Diesel busses.
- In Fiscal Year 2017 the WRTA provided 3,598,654 passenger trips and 191,681 paratransit trips were provided on behalf of the WRTA.
- Provides service to 36 communities in the Central Massachusetts area.



**Leicester Police Department**  
**90 South Main Street**  
**Leicester, MA 01524**

[www.leicesterpd.org](http://www.leicesterpd.org)



**Chief**

**Kenneth Antanavica**

[antanavicak@leicesterpd.org](mailto:antanavicak@leicesterpd.org)

**Emergency: 911**

**Non Emergency: 508-892-7009**

**Non Emergency: 508-892-7010**

**Fax: 508-892-7012**

TO: Chief Kenneth Antanavica

FROM: Officer Derrick Ruth; Certified Crash Reconstructionist

DATE: February 1, 2019

RE: Request by Chief Antanavica to conduct a safety review of the area where Baldwin Street intersects with River Street.

---

On Tuesday, January 29, 2019 at approximately 0900 hours, I spoke with Chief Antanavica regarding the amount of recent motor vehicle crashes that have occurred at this intersection. Chief Antanavica requested I conduct an investigation in regards to the safety and design of the intersection.

Immediately following my meeting with the Chief, I responded to the intersection of Baldwin Street and River Street. At this time, I began conducting my investigation by taking measurements for lines of sight and photographing the area.

**Investigation findings:**

- Both Baldwin Street and River Street are posted 30 MPH zones.
- Baldwin Street in this area is approximately 22 feet wide.
- River Street in this area is approximately 25 feet wide.
- The reaction time of an average driver is 1.6 seconds. If the speed limit is 30 MPH on both Baldwin Street and River Street, the distance needed to stop prior to reaching the stop signs or entering the intersection would be 70.36 feet.
- If a vehicle was travelling north on Baldwin Street approaching the intersection of River Street, the stop sign is visible to an operator 153 feet prior to stopping.
- If a vehicle was travelling south on Baldwin Street approaching the intersection of River Street, there is 308 feet of line of sight before seeing the stop sign located at the corner.



- If a vehicle was travelling west on River Street approaching the intersection of Baldwin Street, there is 335 feet of line of sight before seeing the intersection.
- If a vehicle was travelling east on River Street approaching the intersection of Baldwin Street, there is 248 feet of line of sight before seeing the intersection.

**The following are my recommendations based on my findings:**

During my investigation, I noticed several unsafe issues with the intersection in regards to a vehicle travelling north on Baldwin Street.

As you approach the intersection, there is a clearly marked sign that displays "Stop Ahead", however, this warning is not sufficient.

This stretch of roadway is used as a "Cut through" by vehicles travelling from Spencer to surrounding towns and they tend to travel at a speed greater than the posted speed limit of 30 MPH. The higher speeds of these vehicle are resulting in the operators not seeing the warning.

Further into my investigation, I noticed if a vehicle were travelling northbound on Baldwin Street, approaching the intersection of River Street, the line of sight was well over 300 feet, however, the stop sign was only visible 158 feet prior to entering the intersection.

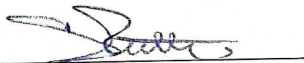
It is my recommendation that this stop sign be reposted in a different location that would be more visible for operators to see.

If relocating the stop sign is impossible due to the design of the intersection, I strongly recommend a blinking red/yellow traffic light be installed so that operators can be warned prior to entering the intersection.

I suggest a blinking red traffic light face north and south on Baldwin Street and a blinking yellow traffic light face east and west on River Street.

If installing a blinking light at this intersection is not an option, I suggest cutting down the tree/bush that is blocking the operators from seeing the stop sign. This would give the operators a better line of sight when approaching the intersection.

Respectfully submitted,



Officer Derrick Ruth  
Leicester Police Department















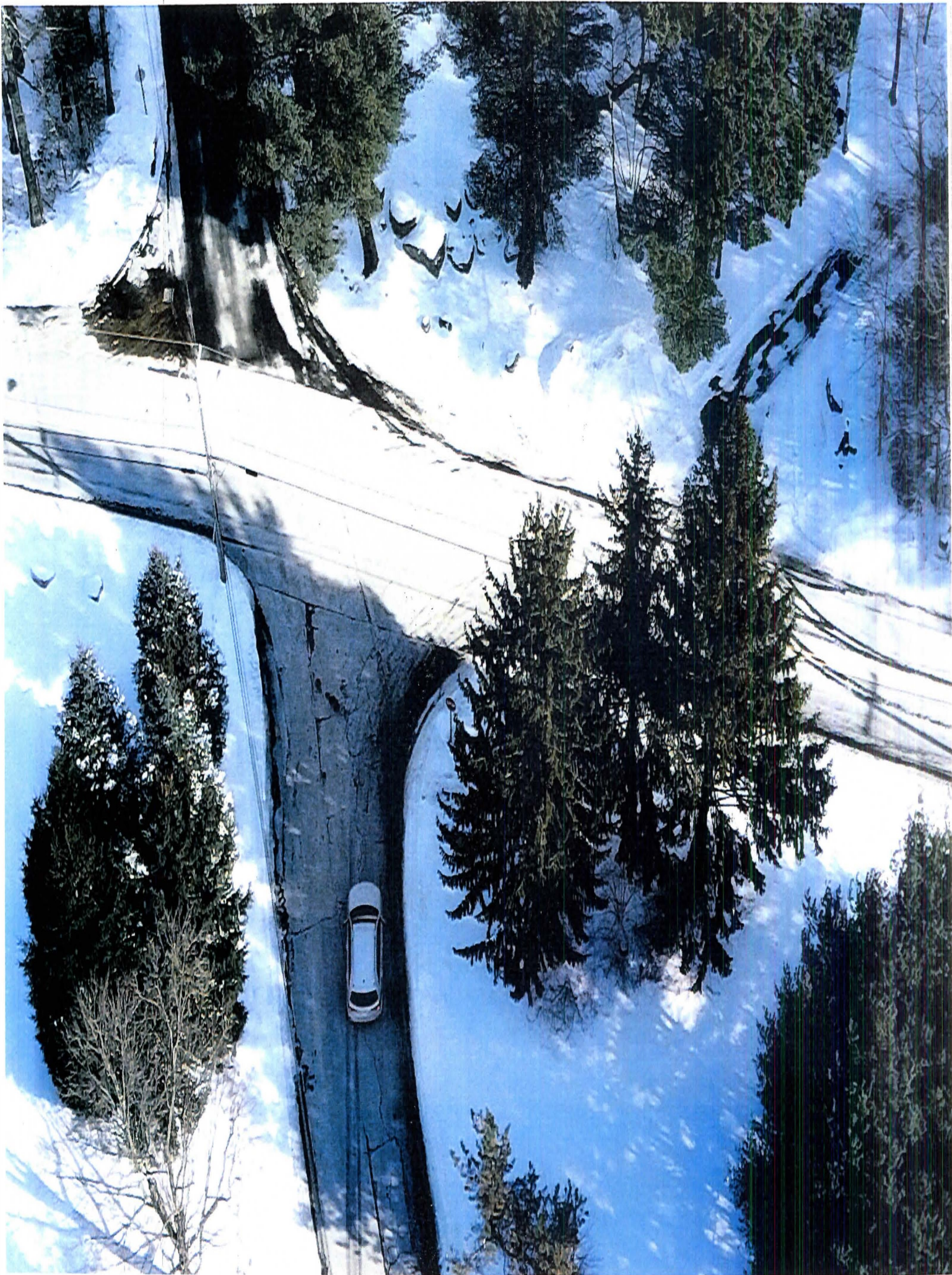




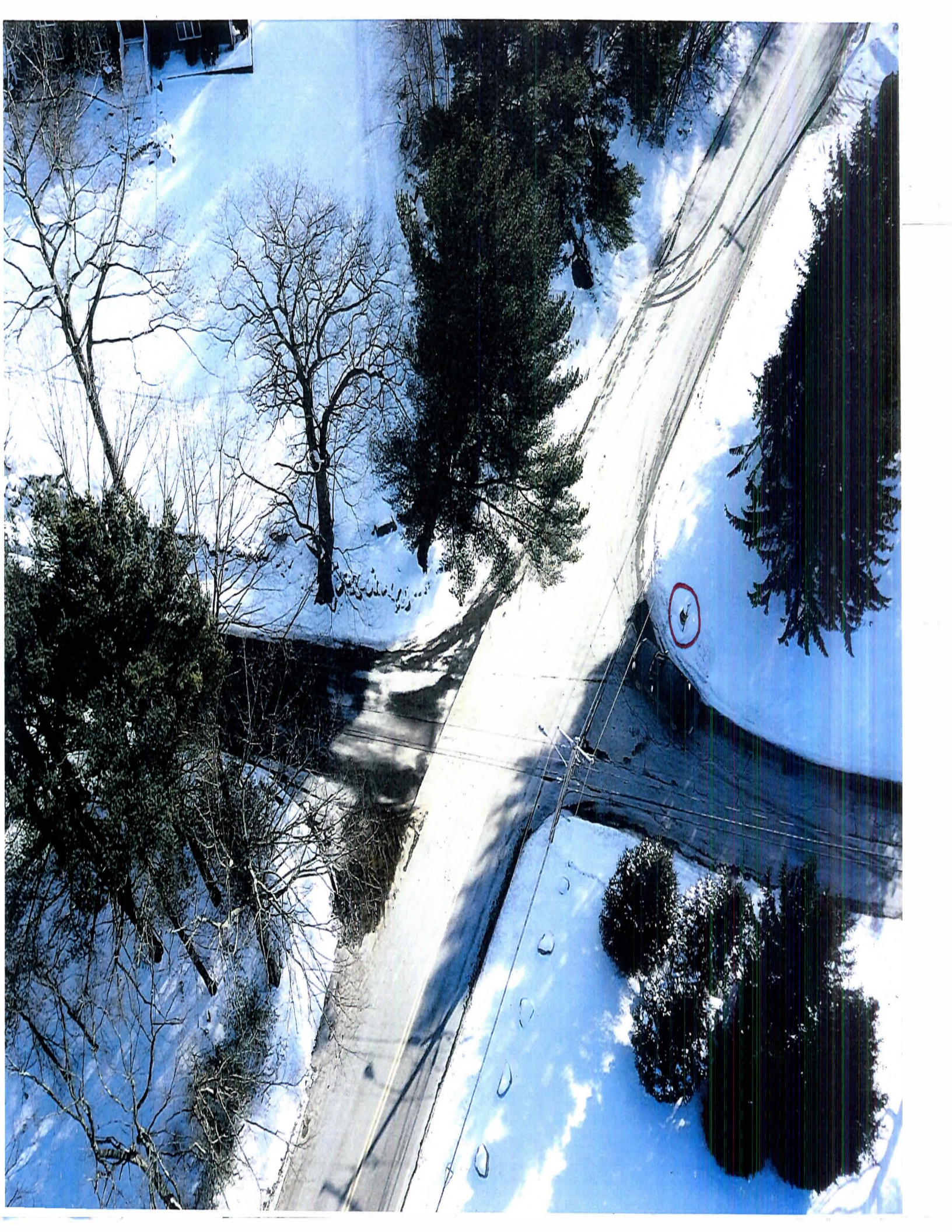


K 248' L.O.S.





















Town of Leicester  
**OFFICE OF THE TOWN ADMINISTRATOR**

Town Hall, 3 Washburn Square  
Leicester, Massachusetts 01524-1333  
Phone: (508) 892-7000 Fax: (508) 892-7070  
[www.leicesterma.org](http://www.leicesterma.org)

February 11, 2019

To: Select Board  
From: David Genereux, Town Administrator

**RE: Town Administrator's report**

The following is a report on the general activities of the Town Administrator through February 11, 2019.

**Citizen issues:** Topics discussed with various citizens

- ☐ Handled calls from residents, regarding the icing on February 7
- ☐ Continued to work with residents on flooding issue

**Meetings:**

- ☐ Attended Library Building Committee meeting
- ☐ Attended a meeting to discuss the Cherry Valley water/sewer issue
- ☐ Met with development group on a potential apartment development
- ☐ Held Department Head meeting

**Activities:**

- ☐ Worked on FY 2020 budget for the entire period
- ☐ Mapped Free Cash usage for May Town Meeting
- ☐ Worked on the FY 2020 Capital Plan
- ☐ Worked on Highway Prop 2.5 presentation
- ☐ Discussed legal issues with Town Counsel
- ☐ Finished and submitted Phase II of the Kaboom grant
- ☐ Prepared for the February 9 budget meeting

Please feel free to contact me with any questions or concerns.

## **Parks & Rec Tarentino Playground Fund Donations**

Recommend accepting the following donations made to Parks & Rec for the Tarentino Playground Fund in memory of Gordon O'Rourke:

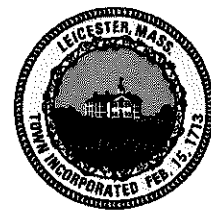
- Colleen Webb: \$40

**Total to be deposited:**



**Leicester Police Department**  
**90 South Main Street**  
**Leicester, MA 01524**

[www.leicesterpd.org](http://www.leicesterpd.org)



Emergency: 911  
Non Emergency: 508-892-7009  
Non Emergency: 508-892-7010  
Fax: 508-892-7012

**Chief**

**Kenneth M. Antanavica**

[antanavicak@leicesterpd.org](mailto:antanavicak@leicesterpd.org)

January 30, 2019

To: David Genereux  
Town Administrator

From: Kenneth Antanavica  
Chief of Police

Re: Acceptance of Donations to the Leicester Police Department

Attached please find a copy of the obituary for Richard Forgit of Worcester. The Forgit family requested that any memorial contributions be made to the charity of their choice.

To date, the Leicester Police Department has received 3 checks totaling \$650.00. I am requesting the donations be accepted and they will be deposited into the Leicester Police Department's Donation Account to help support special projects in the community.

Should you have any questions pertaining to this matter, please feel free to contact me

A handwritten signature in dark ink, appearing to read "K M Antanavica", written in a cursive style.

Kenneth M Antanavica







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1 Cannondale Way  
Wilton, CT 06897  
P | 203.845.8300

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January 7, 2019

Leicester Police Department  
90 South Main Street  
Leicester, MA 01524

To Whom It May Concern,

In memory of the recent passing of Richard Armand Forgit, Dorel Sports would like to donate \$50.00 in his name. Phil Capezio, Richard's grandson, is an employee of Dorel Sports.

Please notify:      Phil Capezio  
                             42 Wayside Lane  
                             Redding, CT 06896

If you have any questions, please contact me at (203) 845.8455.

Sincerely,

A handwritten signature in cursive script, appearing to read "Stephanie Grauer".

Stephanie Grauer  
HR Generalist

Leicester Police Department  
90 South Main Street  
Leicester MA 01524

Payment No.: 20230934  
Payment Date: 01/10/2019  
Vendor No.: 32084

Page: 1 of 1

Invoice Number	Invoice Date	Document Number Text	Gross Amount	Discount	Net Amount
PHIL CAPEZIO	01/10/2019	19376077 Memorial Donation - Phil Capezio	50.00	0.00	50.00
		Check Total.....			\$ 50.00

DETACH FROM CHECK AND KEEP FOR YOUR RECORDS

**CSG CYCLING SPORTS GROUP**™

1 Cannondale Way, Wilton, CT 06897 Ph:  
203-845-8300

Bank of America 70-2328  
VOID AFTER 90 DAYS 719 IL

772943

01/10/2019

PAY TO THE  
ORDER OF Leicester Police Department

\$50.00

FIFTY \*\*\*\*\*

DOLLARS

Leicester Police Department  
90 South Main Street  
Leicester MA 01524



MEMO

Security features included. Details on back.

For approval.

**Richard Forgit(1930 - 2018)**

Richard Armand Forgit



WORCESTER - Richard Armand Forgit, born August 28, 1930 in Worcester, passed away on December 28th., at St. Francis Nursing Center in Worcester. He was 88 years old. Richard lived at the Goddard Retirement House in Worcester prior to hospitalization.

Master Sergeant Richard A. Forgit, had a distinguished, 23 year career in the U.S. Air Force in Security Administration from 1951 until 1972. He served in Europe in the early 1950's and again during the Vietnam War in the late 1960's, where he was awarded the Bronze Star for valor, achievement, and service. He also served posts with his family in Massachusetts, Washington D.C., Maryland, on the island of Oahu, and New Jersey until retiring from military service in 1972. Richard had a second career as the caretaker of Former Secretary of the Air Force, Dr. Robert C. Seamans' estate. Richard taught himself horticulture and handyman skills. He especially loved reading the local newspaper and doing the crossword puzzle with Sylvia, his wife and high school sweetheart of 68 years.

Besides his wife, Sylvia Elizabeth (Luoma) Forgit, Richard is survived by three sons, Alan R. Forgit, Andy R. Forgit, Robert E. Forgit, and daughter Marie E. Forgit Capezio. Also survived by sisters, Lorraine Classen, Ann Daigneault, Marguerite Levellee, and brother Roy Forgit, 6 grandchildren and 8 great grandchildren, nieces and nephews. He is predeceased by his sister Pauline Vallee.

Funeral services will be held on Wednesday, Jan. 2 at 11 a.m. in the MORIN FUNERAL HOME, 1131 Main St., Leicester. Burial with Military Honors will follow in Worcester County Memorial Park, Paxton. Visitation will precede the services on Wednesday from 9:30 to 11 a.m. in the funeral home. Remembrances are welcome and to be made in any form desired to a charity of choice.

[www.morinfuneralhomes.com](http://www.morinfuneralhomes.com)

52-36/112 675

1/7 2019

Pay to the Order of Leicester Police Department \$ 100.00

One Hundred and no/100 Dollars

BANK OF AMERICA  
39 AUBURN STREET  
PORTLAND, ME 04103

Notes: Donation - Richard Forgit - Sharon Starr Morgenstein

⑆01200365⑆ 009354703812⑈ 0675

SHARON STARR MORGENSTEIN  
52 MURRAY STREET  
PORTLAND, ME 04103

Design by Auralea Kiefer



1, 7, 2019

Dear Friends at the  
Leicester Police Department,

Kindly accept this donation  
in memory of Richard  
Forgit.

Thank you for your good  
work

Sincerely  
Marc Keller, Jay Gordon  
and Sharon and Steve  
Morgenstein





"I wasn't born here but I got here as fast as I could"



January 9, 2019

Lieutenant Paul Doray  
Leicester Police Department  
90 S. Main St  
Leicester, MA 01524

Dear Lt., Doray,

On behalf of my Mother Sylvia and the rest of the Forgit Family we would like to thank you, Lois and the Police Officers for the wonderful escort for my father Richard's Funeral.

Please accept this token of our appreciation for use as your department sees fit.

Again, our gratitude for your services.

Thanks,

Andrew "Andy" Forgit

ANDREW R FORGIT  
MARY ANN FORGIT  
43 ROSEDALE ST  
PORTLAND, ME 04103

387

52-7445/2112  
95

Pay to the  
Order of

Leicester Mass Police Dept

Date

1-9-19

\$ 500.-

five hundred

NO  
100

Dollars

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For

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**PERMIT/LICENSE FORM FOR NEW BUSINESSES  
TOWN OF LEICESTER**

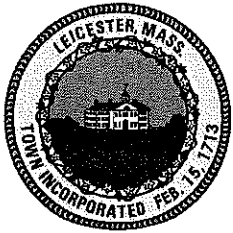
Date Issued \_\_\_\_\_

Date Submitted 1/28/18

Business Name <u>Farmhouse Diner</u>	Applicant Name <u>Robin Sundquist</u>
Type of Business <u>Diner - Food Service</u>	Applicant Address <u>12 Sunberg Rd. Spencer</u>
Manager <u>Self</u>	Applicant Phone <u>508-864-4559</u>
Business Address <u>15 S. Main St Leicester 01542</u>	Are you a US Citizen? <u>Yes</u> or No
Business Phone <u>508-842-3222</u>	Are you a permanent resident? <u>Yes</u> or No

	Permit Type	Issued By	Approval Date		Permit Type	Issued By	Approval Date
<b>Zoning (Town Hall, 1st Fl.)</b>				<b>Code (Town Hall, 1st Fl.)</b>			
508-892-7003	<u>OK</u>	<u>[Signature]</u>	<u>12-11-18</u>	508-892-7003	<u>OK</u>	<u>[Signature]</u>	<u>1-28-19</u>
Kelly Conroy				Kelly Conroy			
notes:				notes:			
<b>Planning (Town Hall, 1st Fl.)</b>				<b>Gas/Plumbing (Town Hall, 1st Fl.)</b>			
508-892-7019	<u>MKB</u>		<u>12/11/18</u>	508-892-7003	<u>Occ</u>	<u>[Signature]</u>	<u>12-19-18</u>
Barbara Knox				Kelly Conroy			
notes:				notes:			
<b>Conservation (Town Hall, 1st Fl.)</b>				<b>Electrical (Town Hall, 1st Fl.)</b>			
508-892-7007	<u>N/A</u>	<u>[Signature]</u>		508-892-7003	<u>NA</u>	<u>[Signature]</u>	<u>1-7-19</u>
Barbara Knox				Kelly Conroy			
notes:				notes:			
<b>Assessor (Town Hall, 2nd Fl.)</b>				<b>Health (Town Hall, 1st Fl.)</b>			
508-892-7001	<u>N/A</u>	<u>[Signature]</u>	<u>12/11/18</u>	508-892-7008	<u>Food - Permit current</u>	<u>[Signature]</u>	<u>12-26-18</u>
Kathy Asquith				Kelly Conroy	<u>new application</u>	<u>[Signature]</u>	<u>1-28-19</u>
notes:				notes: <u>TO BE SUBMITTED prior to transfer</u>			<u>OK to issue permit</u>
<b>Tax Collector (Town Hall 2nd Fl.)</b>				<b>Town Clerk (Town Hall, 2nd Fl.)</b>			
508-892-7004	<u>N/A</u>			508-892-7011 (second to last)		<u>[Signature]</u>	<u>1/28/19</u>
Amy Perkins				Deborah Davis			
notes:				notes:			
<b>Police Dept (90 S. Main St.)</b>				<b>Selectmen (Town Hall, 2nd Fl.)</b>			
508-892-7010 x2005	<u>n/a</u>	<u>25 KA</u>	<u>1-25-19</u>	508-892-7000 (last)			
Sheila Gaffney				Kristen Forsberg			
notes:				notes:			
<u>Register alarm + fill out new business notice</u>							
<b>Fire Dept (must call)</b>							
508-892-7022	<u>OK 1/26/19</u>	<u>[Signature]</u>					
Leave a message							
notes:							

The purpose of this form is to assist the applicant in obtaining departmental sign-offs required to open a new business. Please note that the Town Clerk and Board of Selectmen will not sign off until all other signatures have been obtained. Should you need assistance contact the Town Administrator's office at 508-892-7000.



## Town of Leicester

### APPLICATION FOR GENERAL LICENSES

#### Applicant Information

Applicant Name Robin Sundquist Applicant Phone 508-864-4559  
Applicant Email Catladgy123@gmail.com

#### Business Information

Type of Business Diner  
Business Name Farmhouse Diner LLC  
Corporation Name (if applicable) \_\_\_\_\_  
Business Address 15 S. Main St.  
Mailing Address (if different) \_\_\_\_\_  
Business Phone 508-862-3222 Business Email —

#### License(s) Applying For (check all that apply)

- |                                                                                         |                                                |
|-----------------------------------------------------------------------------------------|------------------------------------------------|
| <input checked="" type="checkbox"/> Common Victualler (\$35) <u>transfer of license</u> | <input type="checkbox"/> Games (\$35 per game) |
| <input type="checkbox"/> General Entertainment (\$50)                                   | <input type="checkbox"/> Junk Dealer (\$40)    |
| <input type="checkbox"/> Sunday Entertainment (\$125 Town; \$100 State)                 | <input type="checkbox"/> Theatre (\$200)       |
| <input type="checkbox"/> Outdoor Business (\$35)                                        | <input type="checkbox"/> Auctioneer (\$50)     |
| <input type="checkbox"/> Temporary Business (\$100/3 days; \$25/per extra day)          |                                                |

*I certify, under the penalties of perjury, that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.*

Robin Sundquist  
Name of Applicant

Nolen Sundquist  
Signature of Applicant

83-3192211  
Social Security or FIN

\_\_\_\_\_  
Name & Title of Corporate Officer (if applicable)

*\*Nonprofit groups from Leicester may request the Board of Selectmen waive fees at hearing  
\*\*Yard sales are allowed by right in Leicester; no permit is required*

Colby Realty LLC

626 Pleasant Street, Rochdale, MA 01542

508-892-9275

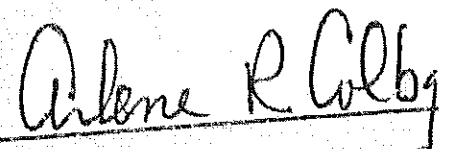
January 28, 2019

To Whom It May Concern:

Please be advised that Robin Sundquist of 12 Sunberg Road, Spencer, MA will be renting the property located at 15/17 South Main Street, Leicester, MA. The location presently known as B Law's Diner will be changing to Farmhouse Diner.

Any questions, please feel free to contact me.

Sincerely,

  
Arlene R. Colby

# **ATTACHMENT F**

## **CONTRACT FOR DESIGNER SERVICES**

### **AMENDMENT NO. 1**

**WHEREAS**, the Town of Leicester ("Owner") and Finegold Alexander Architects (the "Designer") (Collectively, the "Parties") entered into a contract for Designer Services for the Leicester Middle School (Project No. 201501510015) on January 3, 2019 (the "Contract");

**WHEREAS**, effective as of January 31, 2019, the parties wish to amend the Contract;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform additional services pursuant to Article 8 of the Contract and as specified in Section 4.11 to provide geotechnical testing to include (2) days of on-site subsurface borings, including geotechnical analysis and report and to provide a Phase I Environmental Site Assessment of the existing site.

#### **Designer Amendment #1 Services Breakdown:**

##### **Feasibility Study Phase**

COMPANY NAME	MSBA ProPay	SERVICES	FEE
McPhail Associates	0002-0000	Geotechnical Engineering Services	\$12,200.00
Fuss & O'Neil	0002-0000	Phase I Site Assessment	\$3,400.00
Finegold Alexander	0002-0000	10% Fee on Additional Services	\$1,560.00
<b>TOTAL</b>			<b>\$17,160.00</b>

2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services	Original Contract	Previous Amendments	Amount of This Amendment	After This Amendment
Feasibility Study Phase	\$174,200	\$0	\$17,160	\$191,360
Schematic Design Phase	\$325,800	\$0	\$0	\$325,800
FS/SD Environmental & Site	\$0	\$0	\$0	\$0
Design Development Phase				\$0
Construction Doc Phase				\$0
Bidding Phase				\$0
Construction Phase				\$0
Completion Phase				\$0
GeoTech & GeoEnv				\$0
Site Survey				\$0
Traffic Studies				\$0
Total Fee	\$500,000	\$0	\$17,160	\$517,160

3. The Construction Budget shall be as follows:

Original Budget:

Amended Budget:

The project budget will be established during the Schematic Design phase.

Unchanged

4. The Project Schedule shall be as follows:

Original Schedule:

Amended Schedule:

Feasibility Study Complete August 2019

Schematic Design Complete April 2020

Unchanged

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF**, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

**OWNER**

\_\_\_\_\_  
Dianna Provencher

(print name)

\_\_\_\_\_  
Chair, Board of Selectman

(print title)

By: \_\_\_\_\_

(signature)

Date: \_\_\_\_\_

**DESIGNER**

\_\_\_\_\_  
Regan Shields-Ives

(print name)

\_\_\_\_\_  
Principal-In-Charge

(print title)

By: \_\_\_\_\_

(signature)

Date: \_\_\_\_\_



## Professional Service Request\_01

January 30, 2019

William Cuniff, CCM, LEED AP, MCPPO  
NV5  
70 Fargo Street, Suite 800  
Boston, MA 02210

Leicester Middle School – Geotechnical and Phase I Site Assessment  
FAA #: P0078.00

### Authorization is:

☒ **Requested**  
☐ **Given**  
☒ **to proceed with Additional Services**  
☐ **to incur reimbursable expenses**

### Scope of Professional Services to be provided:

Geotechnical engineering services to assess the subsurface conditions around the middle school campus site and a Phase I Initial Site Assessment as require as part of the MSBA Module 3.

### Compensation for Professional Services:

Fuss & O'Neil	= \$ 3,400.00
McPhail Associates	= \$ 12,200.00
Finegold Alexander Architects 10% mark-up	= \$ 1,560.00
<b>TOTAL</b>	<b>= \$ 17,160.00</b>

### Terms:

Payment is due within 30 days of date of invoice.

### Submitted by:

Finegold Alexander Architects Inc



Regan Shields Ives, AIA, LEED AP

### Authorized by:

\_\_\_\_\_  
Signature Required





January 30, 2019

Finegold Alexander Architects  
77 North Washington Street  
Boston, MA 02114

Attention: Ms. Regan Shields Ives

Reference: Leicester Middle School; Leicester, Massachusetts  
Proposal for Feasibility and SD Phase Geotechnical Engineering Services

Ladies and Gentlemen:

In accordance with our recent discussion, we are pleased to submit our proposal for performing geotechnical engineering services for the proposed new Leicester Middle School which may be located at 70 Winslow Avenue in Leicester, Massachusetts.

Fronting onto Winslow Avenue to the south, the site is occupied by the existing 1 to 2-story middle school, asphalt parking lots, playing fields, landscaped areas and a pond to the southeast. The existing building is generally located in the center of the site, which generally slopes upward from east to west. It is understood that the proposed construction will likely include a new middle school which may be located in the general vicinity of the existing athletic fields to the north of the existing school.

Based on our experience in the area, the existing subsurface treatments across the project site are anticipated to be underlain by a thickness of fill material associated with previous site development. Beneath the fill we anticipate competent deposits of natural glacial till and/or bedrock at shallow depths. Groundwater is anticipated to present below a depth of 10 feet from ground surface.

To assess subsurface conditions, we propose to perform a subsurface exploration program consisting of two (2) days of borings. It is anticipated that six (6) to eight (8) borings can be completed in the two (2) days of drilling. It is understood that the specific location of the proposed building has yet to be determined. Therefore, the borings would be performed around the exterior of the existing building, generally within the existing athletic fields to the north of the site, to assess subsurface conditions across the site. The borings would be performed with a track-mounted drill-rig. The locations of the proposed borings would be mutually determined prior to drilling.

The borings would be advanced to depths of approximately 15 to 20 feet below the existing ground surface, or to practical refusal, whichever occurs first. The estimated cost of a drilling contractor to complete the above scope of work based on two (2) drill-rig days is \$4,600.

We propose to provide the following geotechnical engineering services associated with the subsurface exploration program and preliminary foundation design:





1. Review available site, subsurface and geological data for the site, including information in our files;
2. Provide a field engineer or geologist to lay out the explorations in the field utilizing existing site features, to monitor the subsurface explorations, to obtain representative soil samples, to monitor the groundwater levels within the completed explorations, to prepare detailed field logs, to make modifications to the subsurface exploration program depending upon actual conditions encountered and to determine the existing ground surface elevation at each location;
3. Contract with a drilling contractor to perform the borings and clear utilities with Dig-Safe;
4. Perform laboratory tests to determine the grain size characteristics of representative samples of the fill material and underlying natural soils;
5. Prepare a detailed subsurface exploration plan, exploration logs, and results of laboratory testing;
6. Perform geotechnical engineering analyses related to foundation design; and
7. Prepare and submit a Preliminary Foundation Engineering Report presenting the results of our subsurface exploration program with preliminary recommendations and design criteria for safe and economical foundation design. The report will be submitted in electronic format.

Our estimated fee to complete the above scope of service is \$12,200, including \$4,600 for the drilling contractor. The fee for geotechnical engineering services would be based on a multiple of 2.5 times salary cost for technical personnel directly attributable to the project plus any subcontractors (e.g. drilling) at cost plus 10 percent and direct expenses at cost. We would not exceed the estimated fees stated herein without receiving prior authorization.

Invoicing for the geotechnical engineering services would be submitted monthly and payment would be due within 30 days. The Client agrees to pay collection costs on monies outstanding in excess of 90 days.

Our scope of services under this proposal specifically excludes geoenvironmental engineering services. These services could be performed by McPhail Associates, LLC (McPhail) under a separate contract should environmental assessment be required.

The engineer's liability for damages due to professional negligence in performing geotechnical services will be limited to an amount not to exceed \$50,000. McPhail will increase the limitation of liability for geotechnical activities to \$1,000,000 in accordance with the terms and conditions of our policy upon written notice from the Client within ten





Finegold Alexander Architects  
January 30, 2019  
Page 3

days hereof that he agrees to pay in consideration of this increase in limitation an additional charge of \$1,000.

The Client agrees to provide right of entry to the site in order that the borings can be performed. While the geotechnical engineer will take all reasonable precautions to avoid damage to property, subterranean structures or utilities, the Client agrees to hold the geotechnical engineer harmless for any damages to subterranean structures or utilities not as shown on the plans furnished or evident in the field. Utilities are required to be cleared by the drilling contractor with Dig-Safe.

Upon completion, the borings would be backfilled with the drill cuttings. Drumming and/or off-site disposal of excess drill cuttings is excluded. Except as otherwise indicated herein, disturbances to ground surface across the site related to the subsurface exploration program will not be restored. The Client agrees to accept the condition of the site after the explorations have been completed. The disposal of contaminated soil and groundwater from the site is excluded.

We are prepared to commence work within two weeks of notification to proceed subject to the availability of the drilling subcontractor. Our preliminary foundation engineering report would be completed and the report submitted within three weeks after the completion of our field work.

We appreciate the opportunity to submit this proposal and look forward to being of service to you on the proposed project. Our extensive local foundation design and construction experience would be invaluable to the Owner and the Design team. To authorize us to proceed with the services proposed above, please sign and return a copy of this letter. Should you have any questions, please do not hesitate to contact us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

A handwritten signature in blue ink, appearing to read "Chris Miller", written over a horizontal line.

Christopher P. Miller

A handwritten signature in blue ink, appearing to read "Jonathan W. Patch", written over a horizontal line.

Jonathan W. Patch, P.E.

FINEGOLD ALEXANDER ARCHITECTS

BY \_\_\_\_\_

DATE \_\_\_\_\_

N:\Working Documents\Proposals\LeicesterMiddleSchool\_013019.docx

CPM/jwp





FUSS & O'NEILL

January 24, 2019

Ms. Regan Shields Ives, AIA, NCARB, LEED AP  
Principal  
Finegold Alexander Architects  
77 North Washington Street  
Boston, MA 02114

RE: **Proposal for a Phase I Environmental Site Assessment**  
**Leicester Middle School – Feasibility Study & Schematic Design**  
70 Winslow Avenue, Leicester, MA  
Fuss & O'Neill Reference No. 20181089.A10

Dear Ms. Shields Ives:

Fuss & O'Neill, Inc. is pleased to submit this agreement to conduct a Phase I Environmental Site Assessment (ESA) of the above-referenced site. We understand that the Site consists of an approximately 20-acre property on the north side of Winslow Avenue, improved with a middle school building and associated grounds.

We understand that the Phase I ESA is required as part of Module 3 (Feasibility Study) of the Massachusetts School Building Authority (MSBA) program. The Phase I ESA consists generally of a site inspection and reviews of publically-accessible mapping and local, state, and federal environmental files.

The Phase I ESA will be conducted per ASTM International (ASTM) Standard Practice E1527-13 (*Standard Practice for Environmental Site Assessments – Phase I Environmental Site Assessment Process*) as the standard for our investigation. ASTM E1527-13 meets the USEPA All Appropriate Inquiry standard. Our general Phase I ESA scope of work is attached. The objective is to identify recognized environmental conditions (RECs) associated with the site. REC means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. We will prepare a Phase I ESA report that documents the findings of our research and identifies RECs that may be present.

To meet the requirements of ASTM Standard Practice E 1527-13, Leicester Public Schools has certain obligations that are known as user responsibilities. **These responsibilities include providing Fuss & O'Neill with the name and contact information of the site owner or a key site manager, whom we can contact to arrange for a site inspection, and providing responses to certain questions and requests in good faith. Please refer to the attached *All Appropriate Inquiry Phase I ESA User Questionnaire* for the information required to be provided by Leicester Public Schools.**



FUSS & O'NEILL

Ms. Regan Shields Ives, Finegold Alexander Architects

January 24, 2019

Page 2

We prefer this information be returned to Fuss & O'Neill prior to the completion of the site inspection.

We propose to complete the Phase I ESA for a **lump-sum fee of \$3,400**. A report of the assessment can be **completed within approximately four weeks** of your authorization to proceed, provided that site access is granted and the User Questionnaire is completed within this time frame. We will provide electronic copies of the report for your files. If requested, we can provide hard-copy documents.

We recognize the results of our investigation may raise questions by you, counsel, or other interested parties and that additional evaluations may be required. If requested, we would provide additional services on an hourly-rate basis.

The attached *Terms and Conditions* will apply to all parties relying on the services described herein. Fuss & O'Neill's policy on third-party use of documents produced for this project is provided in *Section 4.0* of our *Terms and Conditions*. If requested, we can issue a letter of reliance that allows a third-party to rely, bound by those *Terms and Conditions*, on our reports. Our fee for issuance of reliance letters is 20 percent of the total project fee, which is waived for lending institutions from which our client may obtain financing, provided the lending institutions accepts Fuss & O'Neill's standard reliance letter. Lender-provided reliance letters or lender-requested modifications to Fuss & O'Neill standard reliance letter will be subject to the 20 percent fee (assuming the reliance language is agreeable).

ASTM 1527-13 requires certain elements of a Phase I ESA be updated if the report is to be relied upon more than 180 days following its completion. As such, reliance letters will only be issued by Fuss & O'Neill if requested within 180 days following the completion of the Phase I ESA.

Thank you for the invitation to submit this agreement. Receipt of a signed copy of the attached authorization page will serve as our notice to proceed. A faxed or emailed version is sufficient.

Sincerely,

Dan LaFrance, PE, LSP

Senior Engineer / Project Manager

Enclosures:

Authorization to Proceed  
Scope of Work  
All Appropriate Inquiry Phase I User Questionnaire  
Terms and Conditions



## Authorization to Proceed

Dan LaFrance  
Fuss & O'Neill, Inc.  
108 Myrtle Street, Suite 502  
Quincy, MA 02171

**Email:** [dlafrance@fando.com](mailto:dlafrance@fando.com)

**RE: Agreement for a Phase I Environmental Site Assessment  
Leicester Middle School – Feasibility Study & Schematic Design**  
70 Winslow Avenue, Leicester, MA  
Fuss & O'Neill Reference No. 20181089.A10  
Agreement Dated: December 5, 2018

Dear Mr. LaFrance:

You are authorized to proceed with the tasks described in the above-referenced agreement. The terms and conditions attached to the agreement will apply.

\_\_\_\_\_  
Name (print) Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

The name and contact information of the site owner or a key site manager is:

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

As part of the environmental due diligence process, we frequently assist our clients with tasks beyond the scope of a Phase I ESA, including compliance reviews; lead, asbestos, radon or mold surveys; boundary surveys, and site development engineering. If you require any of these additional services, we would be happy to discuss them with you and to provide you with a quote. Additional information about our full range of engineering services is available on our web site ([www.FandO.com](http://www.FandO.com)).



### **ALL APPROPRIATE INQUIRY PHASE I ESA SCOPE OF WORK**

Fuss & O'Neill uses Standard Practice E 1527-13 as general standard for conducting Phase I ESAs. For consistency, this scope of work is generally presented based on the outline of our standard Phase I ESA report. The descriptions of the procedures and sources for obtaining the information for each section follow the section headings. As specified by Standard Practice E 1527-13, the scope of work described below allows for use of professional judgment to determine the extent to which specific sources are reviewed.

Unless otherwise specified, the following items are not considered in the course of completing an ASTM E 1527-13 Phase I ESA:

- Asbestos, Lead (paint/plumbing), Radon, Mold, Fluorescent Light Ballasts
- Wetlands, Ecological Resources, Historical/Cultural Resources
- Regulatory and Health & Safety Compliance
- Endangered species

These items typically present little environmental risk to the grounds of a site; however, these items may be liabilities during property transfer, regulatory audits, construction, renovation, or demolition projects.

#### 1.0 Introduction

The objective of the ESA and the party that this ESA was conducted for are identified in this section.

#### 2.0 Site Overview

##### 2.1 Site Information

###### 2.1.1 Property Location, Size of Parcel, and Site Plan

Review of USGS topographic maps, local assessor and zoning maps and property description cards, field observations and sketches, and, if available, plans provided by a contact for the subject site. A site plan is included that is derived from these sources.

###### 2.1.2 Potable Water Supply and Sewage Disposal

Query the local Department of Public Works, local Engineering Department, appropriate local utilities, and/or other local municipal sources and/or a knowledgeable site contact.

###### 2.1.3 Adjoining Land Use

Site reconnaissance and assessor's mapping.

##### 2.2 Physical Setting of Site

###### 2.2.1 Geologic and Physiographic Setting

Site reconnaissance, USGS topographic maps, and available geological maps.

###### 2.2.2 Groundwater

Site reconnaissance, USGS topographic maps, and 310 CMR 40.0000 (the Massachusetts Contingency Plan).

###### 2.2.3 Surface Water

Site reconnaissance, USGS topographic maps, and 314 CMR 4.00 (MADEP Surface Water Quality Standards).

###### 2.2.4 Location of Public Water Supply Sources

Site reconnaissance and mapping available in local departments queried as part of the ESA.

##### 2.3 Previous Environmental Investigations

Provided by the appropriate site contact or identified by other means during the course of conducting the ESA.





### 3.0 Site History

Site reconnaissance, knowledgeable site contacts, aerial photographs available from MassGIS, Sanborn fire insurance maps and street directories provided by an environmental database search service (note that street directories are reviewed at approximately five year intervals, but may be reviewed at smaller intervals for multi-tenant properties), and local municipal sources (local municipal Building Department, Engineering Department, Planning and Zoning Department, Health Department, and Fire Marshal).

### 4.0 Federal, State, and Local File Review

#### 4.1 Summary of Regulatory Database Information

Regulatory databases specified by Standard Practice E 1527-13 are reviewed using an environmental database search service.

The report provided by the environmental database search service is reviewed in detail. Sites that are inferred to present a significant risk to adversely impact the subject site are identified and explained within the ESA report. However, sites inferred to pose little risk to adversely impact the subject site are disclaimed within the attached environmental database search report.

#### 4.2 MassDEP File Review

Limited MassDEP file information is provided for the subject site and nearby properties in an environmental database search report. Reviews of files located at MassDEP Regional offices are not conducted unless specifically requested.

If a file review is to be conducted, files for the subject site and/or nearby properties are requested from the appropriate MassDEP Regional office. If available, these files are reviewed for pertinent information, which is either copied or noted.

#### 4.3 Local File Review

Files for the local municipal Tax Assessor, Building Department, Planning and Zoning Department, Health Department, and Fire Marshal are reviewed.

### 5.0 User Provided Information

Information provided by the user as required by the practice is discussed in this section

### 6.0 Site Reconnaissance, Interviews and Non-Scope Considerations

Field observations and the results of required interviews are discussed in this section. In addition, surveys conducted to identify non-scope considerations are addressed.

### 7.0 Data Gaps, Findings and Conclusions

Data gaps relevant to the identification of recognized environmental conditions are discussed. In addition, recognized environmental conditions are summarized in this section as well as recommendations for further investigation, if appropriate.

### 8.0 References

References used as part of the ESA are presented here.

**ALL APPROPRIATE INQUIRY  
PHASE I USER QUESTIONNAIRE  
PAGE 1 of 2**

**Site Name and Address:** Leicester Middle School, 70 Winslow Avenue, Leicester, MA

**Completed By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Please Print)

**Signature:** \_\_\_\_\_

**Representing:** \_\_\_\_\_ **Phone No:** \_\_\_\_\_

**ASTM Questions to Address User Responsibilities:**

In order to qualify for one of the *Landowner Liability Protections (LLPs)* offered by the Small Business Liability Relief and Brownfield's Revitalization Act of 2001 (the "*Brownfields Amendments*") the *user* must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The *user* should provide the following information to the *environmental professional*. Failure to conduct these inquiries could result in a determination that "*all appropriate inquiries*" is not complete.

**1) Environmental cleanup liens that are file or recorded against the site (40 CFR 312.25).** Did a search of *recorded land title records* (or judicial records where appropriate) identify any environmental liens filed or recorded against the *property* under federal, tribal, state, or local law? If yes, please explain:

**2) Activity and land use limitation (AUL) that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26(a)(1)(v) and (vi)).** Did a search of *recorded land title records* (or judicial records where appropriate) identify any AULs, such as *engineering controls, land use restrictions or institutional controls* that are in place at the *property* and/or have been filed or recorded against the *property* under federal, tribal, state or local law? If yes, please explain:

**3) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).** As the *user* of this *ESA* do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business? If yes, please explain:

**4) The relationship of the purchase price to the fair market value of the *property* if it were not contaminated (40 CFR 312.29).** Does the purchase price being paid for this *property* reasonably reflect the fair market value of the *property*? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property*?

**5) Commonly known or *reasonably* ascertainable information about the *property* (40 CFR 312.30).** Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? If yes, please answer the following questions:

- a) What were the past uses of the *property*?
- b) What chemicals are present or once were present at the *property*?
- c) What spills or other chemical releases that have taken place at the *property*?
- d) Explain any environmental cleanups that have taken place at the *property*.





**ALL APPROPRIATE INQUIRY  
PHASE I USER QUESTIONNAIRE (Continued)  
PAGE 2 of 2**

**6) The degree of obviousness of the presence of likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).** As the *user* of this *ESA*, based on your knowledge and experience related to the *property* are there any *obvious* indicators that point to the presence or likely presence of contamination at the *property*?

**Other Questions:**

ASTM Practice E1527-13 also requires that the *user* answer the following questions:

**7) As the user of this ESA, are you aware of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the property?** If so, explain:

**8) As the user of this ESA, are you aware of any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the property?** If yes, explain:

**9) As the user of this ESA, are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability related to hazardous substances or petroleum products?** If yes, explain:

**10) We are required to ask you as the user if you have any of the following reports in your possession.** Please place an "X" next to each report that is available:

- ☐ Environmental site assessment reports
- ☐ Environmental compliance audit reports
- ☐ Environmental permits
- ☐ Underground storage tank notification forms
- ☐ Registrations for underground injection systems
- ☐ Material safety data sheets
- ☐ Community right to know plans
- ☐ Safety plans, preparedness and prevention plans, spill prevention, countermeasure and control plans
- ☐ Reports regarding hydrogeologic conditions on the property or surrounding area
- ☐ Notices or other correspondence from any governmental agency relating to past or current violations of environmental laws
- ☐ Hazardous waste generator notices or reports
- ☐ Geotechnical studies
- ☐ Risk assessments
- ☐ Activity and use restrictions

Please provide Fuss & O'Neill with copies of each report or make these reports available for inspection.

## **GENERAL TERMS AND CONDITIONS**

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between Finegold Alexander Architects (Client) and Fuss & O'Neill, Inc. (Consultant) dated January 24, 2019 in respect of the Project described therein.

### **1.0 GENERAL**

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes. Consultant does not warrant that all documents issued by it shall comply with said regulations and codes.

### **2.0 MEANING OF TERMS**

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

### **3.0 CLIENT'S RESPONSIBILITIES**

Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,

- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

### **4.0 REUSE OF DOCUMENTS**

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project. However, such documents are not intended or represented to be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed



or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse, modification or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

## **5.0 OPINIONS OF COST**

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If

prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

## **6.0 SUCCESSORS AND ASSIGNS**

**6.1** Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from retaining such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

**6.2** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

## **7.0 MEDIATION**

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such



mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the Commonwealth of Massachusetts.

## **8.0 PURCHASE ORDERS**

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete or supersede any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

## **9.0 SUBCONSULTANTS**

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants, and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which

Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

## **10.0 INDEMNIFICATION**

**10.1** Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

**10.2** Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

**10.3** Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.





**10.4** Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

**10.5** In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

#### **11.0 LIMITATION OF LIABILITY**

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

#### **12.0 STANDARD OF CARE**

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant expressly disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

#### **13.0 CHANGES OR DELAYS**

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

#### **14.0 PAYMENT**

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at 146 Hartford Road, Manchester, CT 06040 or by EFT/ACH transfer to Bank of America, Account # 385016029253, ABA #011900254. Client agrees to bring to Consultant's attention in

writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

#### **15.0 TERMINATION**

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

#### **16.0 CONTROLLING LAW**

This Agreement is to be governed by the law of the Commonwealth of Massachusetts.

#### **17.0 SUBSURFACE INVESTIGATIONS**

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to

detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

#### **18.0 LITIGATION AND ADDITIONAL WORK**

In the event Consultant is to prepare for or appear in any litigation on behalf of Client, or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

#### **19.0 INSURANCE**

Consultant will secure and maintain such insurance as will protect Consultant from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

#### **20.0 SALES TAX EXEMPTION CERTIFICATE**

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be



solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

#### **21.0 PERIOD OF SERVICE**

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances or any other cause beyond the reasonable control of Consultant.

#### **22.0 NOTICE REQUIREMENTS**

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance or omission in Consultant's services. Notice shall include a detailed description of the nature of the alleged negligent defect, fault, error, non-compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

#### **23.0 PROPRIETARY RIGHTS OF CONSULTANT**

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools and methods (including software, patents, copyrights and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

#### **24.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS**

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.



# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 2

**WHEREAS**, the Town of Leicester ("Owner") and Finegold Alexander Architects (the "Designer") (Collectively, the "Parties") entered into a contract for Designer Services for the Leicester Middle School (Project No. 201501510015) on January 3, 2019 (the "Contract");

**WHEREAS**, Amendment No. 01 was submitted to the Town on February 6, 2019; and

**WHEREAS**, effective as of February 6, 2019, the parties wish to further amend the Contract;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform additional services pursuant to Article 8 of the Contract and as specified in Section 4.11 to provide professional land surveying services, including topographical survey, site boundary survey, wetlands delineation, site utility survey and professionally stamped documents bearing the seal of a Massachusetts Registered Land Surveyor.

#### Designer Amendment #2 Services Breakdown:

##### Feasibility Study Phase

COMPANY NAME	MSBA ProPay	SERVICES	FEE
Nitsch Engineering	0002-0000	Professional Surveying Services	\$21,530.00
Finegold Alexander	0002-0000	10% Fee on Additional Services	\$2,153.00
<b>TOTAL</b>			<b>\$23,683.00</b>

2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services	Original Contract	Previous Amendments	Amount of This Amendment	After This Amendment
Feasibility Study Phase	\$174,200	\$17,160	\$23,683	\$215,043
Schematic Design Phase	\$325,800	\$0	\$0	\$325,800
FS/SD Environmental & Site	\$0	\$0	\$0	\$0
Design Development Phase				\$0
Construction Doc Phase				\$0
Bidding Phase				\$0
Construction Phase				\$0
Completion Phase				\$0
GeoTech & GeoEnv				\$0
Site Survey				\$0
Traffic Studies				\$0
<b>Total Fee</b>	<b>\$500,000</b>	<b>\$17,160</b>	<b>\$23,683</b>	<b>\$540,843</b>

3. The Construction Budget shall be as follows:

Original Budget:

Amended Budget:

The project budget will be established during the Schematic Design phase.

Unchanged

4. The Project Schedule shall be as follows:

Original Schedule:

Amended Schedule:

Feasibility Study Complete August 2019

Schematic Design Complete April 2020

Unchanged

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF**, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

**OWNER**

\_\_\_\_\_  
Dianna Provencher

(print name)

\_\_\_\_\_  
Chair, Board of Selectman

(print title)

By: \_\_\_\_\_

(signature)

Date: \_\_\_\_\_

**DESIGNER**

\_\_\_\_\_  
Regan Shields-Ives

(print name)

\_\_\_\_\_  
Principal-In-Charge

(print title)

By: \_\_\_\_\_

(signature)

Date: \_\_\_\_\_

## Professional Service Request\_02

February 6, 2019

William Cunniff, CCM, LEED AP, MCPPO  
NV5  
70 Fargo Street, Suite 800  
Boston, MA 02210

Leicester Middle School – Site Survey  
FAA #: P0078.00

**Authorization is:**

☒ **Requested**  
☐ **Given**  
☒ **to proceed with Additional Services**  
☐ **to incur reimbursable expenses**

**Scope of Professional Services to be provided:**

Professional land surveying services for the Leicester School campus.

**Compensation for Professional Services:**

Nitsch Engineering	= \$21,530.00
Finegold Alexander Architects 10% mark-up	= \$ 2,153.00
<b>TOTAL</b>	<b>= \$23,683.00</b>

**Terms:**

Payment is due within 30 days of date of invoice.

**Submitted by:**

Finegold Alexander Architects Inc



Regan Shields Ives, AIA, LEED AP

**Authorized by:**

\_\_\_\_\_  
Signature Required





2 Center Plaza, Suite 430  
Boston, MA 02108-1928  
T: 617-338-0063  
F: 617-338-6472  
[www.nitscheng.com](http://www.nitscheng.com)

January 29, 2019

Ms. Regan Shields Ives  
Principal  
Feingold Alexander Architects  
77 North Washington St  
Boston, MA 02114

RE: Nitsch Proposal #13364.P  
Leicester Middle School  
Land Surveying Services  
Leicester, MA

Dear Ms. Regan Shields Ives:

Nitsch Engineering is pleased to submit this proposal to you (the Client) for professional land surveying services related to the Leicester Middle School in Leicester, Massachusetts. This letter summarizes our scope, assumptions, schedule, and fee.

## SCOPE OF SERVICES

Nitsch Engineering will provide professional land surveying services to accomplish the following tasks:

### TASK #1: COMPILED PROPERTY LINE SURVEY

1. Perform property research at the City of Leicester (the City) offices, the County Registry of Deeds, and the Massachusetts Land Court for record data on the locus property, abutting properties, and easements;
2. Perform a compilation property line survey utilizing available public Geographic Information System (GIS), deeds, and plans of record for the site as delineated on the attached survey limit sketch;
3. Perform office calculations to approximate the property lines, and easements of record; and
4. Prepare a plan indicating the survey information.

### TASK #2: LIMITED TOPOGRAPHIC AND UTILITY SURVEY

1. Perform research at the gas, water, sewer, telephone, electric, cable television, and steam utility companies/departments to obtain record data on utilities in the adjacent streets and services to the property;
2. Research and depict the most current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for the project site;
3. Perform Global Positioning Systems (GPS) observations to establish Massachusetts State Plane (NAD 83) coordinates and NAVD 88 elevation base for the project site;
4. Perform a limited topographic and location survey of approximately 45.4 acres on the site as delineated on the attached survey limit, including to the opposite side of the adjacent street(s) and to 10 feet beyond the property lines if easily accessible. The topographic information will be collected utilizing a drone or available public lidar suitable to prepare 1-foot contours. Locate major corners to draft from buildings as tape measured. Existing conditions measured by drone flight or GPS;

#### **SCOPE OF SERVICES – continued**

5. Collect surface utilities and combine with record information. Invert and pipe sizing verification are not included in this phase;
6. Delineate and report on wetlands resource areas within the site; and
7. Prepare an AutoCAD drawing (.DWG), in Release 2014 or compatible version and at a scale of 1 inch = 20 feet, utilizing Nitsch Engineering file format and drafting standards.

#### **WORK NOT INCLUDED IN THE SCOPE OF SERVICES**

1. Performing full property line or topographic surveys.
2. Setting lot corners or other monumentation.
3. Performing site design engineering services.
4. Performing construction layout, preparing record plans, or performing other Construction Phase services.
5. Performing advanced subsurface investigation, such as Ground Penetrating Radar (GPR) or Test Pits to locate utilities.

#### **ASSUMPTIONS**

1. Up to two (2) hours of consultation time (defined as telephone calls, meetings, travel time, etc.) are included in this proposal. Additional consultation time will be billed as Additional Services.
2. All filing fees and other associated costs will be paid by the Client.
3. Any revisions requested by the Client or other approving authorities after commencement of the survey will be considered Additional Services.
4. This cost assumes record monumentation is recoverable and Nitsch Engineering will encounter reasonable congruity between field and record data.
5. Regarding the utility information, Nitsch Engineering will indicate the structures and locations of utilities with rim and invert elevations, sizes, and directions which are indicated on plans provided by utility companies/departments and/or that are observable on the ground surface during the survey. Nitsch Engineering does not guarantee the validity or completeness of the data from others.
6. The Client will indemnify and hold harmless Nitsch Engineering and its officers, agents, and employees with regard to any errors or omissions within any record document from which information was obtained, in whole or in part, and incorporated into documents prepared by Nitsch Engineering.
7. The plan will not be prepared in recordable format.
8. The Client will provide a copy of the deed and plan of locus.

#### **ASSUMPTIONS – continued**

9. Police details, if required, will be paid by the Client. The estimated cost of the police detail is \$500.
10. The Client is responsible for providing and arranging open and uninterrupted access to the site prior to Nitsch Engineering's arrival. Should access not be supplied, Additional Services will be required.
11. Zoning information is to be provided by the Client. Nitsch Engineering will not render a zoning opinion or determine compliance or non-compliance with Zoning.

#### **TIME AND MANNER**

Nitsch Engineering is prepared to begin work within five (5) calendar days from the receipt of this executed proposal and anticipates substantial completion within 15 working, not calendar, days thereafter. The completion of field tasks will be subject to weather conditions affecting the required field work.

#### **COMPENSATION**

Compensation for the services provided will be in accordance with Nitsch Engineering's Standard Contract Terms, as attached. The lump-sum cost for these services is **\$21,530**. Costs will not be incurred by Nitsch Engineering beyond this lump-sum amount without prior written approval from the Client.

#### **ADDITIONAL SERVICES**

Nitsch Engineering will be compensated for services requested by the Client that exceed the "SCOPE OF SERVICES" outlined herein. Charges for any Additional Services will be billed in accordance with the attached Standard Contract Terms or the Standard Contract Terms in effect at the time the services are provided. Additional Services will not be accomplished unless Nitsch Engineering has verbal approval from the Client.

#### **METHOD OF PAYMENT**

Costs incurred on this project will be billed monthly on a percentage complete of lump-sum basis as outlined in the attached Standard Contract Terms. The Client agrees to invoice the Owner within 10 calendar days after receipt of Nitsch Engineering's invoice. Payment will be due within five (5) calendar days after receipt of payment by the Client from the Owner. The Client will make reasonable and diligent efforts to collect prompt payment from the Owner.

Should the billing/payment cycle be delayed by the Client or the Owner due to no fault of Nitsch Engineering, Nitsch Engineering expects full payment from the Client within 10 days of the invoice date.



## TERMINATION

Nitsch Engineering reserves the right to revise this proposal should the signed copy not be received by March 1, 2019. This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated by the Client, Nitsch Engineering will be paid for services rendered on the basis of services performed.

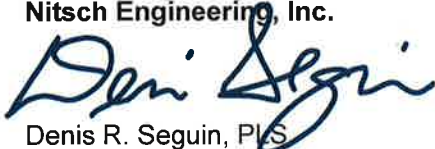
If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this proposal, and all such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

Thank you for requesting this proposal. We look forward to working with you on this project. Should the conditions in this proposal and the enclosed Standard Contract Terms meet with your approval, please sign the Client Authorization section below and return this proposal and the Standard Contract Terms to us for our files.

If you have any questions, please call.

Very truly yours,

**Nitsch Engineering, Inc.**



Denis R. Seguin, PLS  
Vice President, Director of Land Surveying

DRS/mma

Enclosures: Standard Contract Terms  
Survey Limits Sketch

Ms. Regan Shields Ives: Nitsch Proposal #13364.P  
January 29, 2019  
Page 5 of 5

#### **CLIENT AUTHORIZATION**

This proposal and Standard Contract Terms are hereby accepted by the Client as evidenced by the execution hereof, and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

Such acceptance provides full authorization for Nitsch Engineering to proceed with providing the Scope of Services under the terms and conditions stated herein.

---

Signature

---

Date

---

Printed Name and Title

**STANDARD CONTRACT TERMS**  
**(Version: October 1, 2018)**

The following Standard Contract Terms, together with the attached proposal, constitutes the terms of the Agreement between Nitsch Engineering, Inc. ("Nitsch Engineering") and the Client with respect to the performance of the services ("Services") on the project ("Project").

**EFFECTIVE DATE**

This Agreement will become effective upon Nitsch Engineering's receipt of authorization to proceed. This proposal is subject to renegotiation if acceptance is not received within 30 days or as stated in the proposal.

**1. SCOPE OF SERVICES**

Nitsch Engineering shall perform the Services described in the attached proposal.

If Nitsch Engineering's services include the performance of any service during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the site) will be to enable Nitsch Engineering to perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with confidence that the completed work of the contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the contractor(s). Nitsch Engineering shall not, during such visits or as a result of any observations of construction, supervise, direct, or have control over the contractor's(s') work nor shall Nitsch Engineering have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the contractor(s) or safety precautions and programs incident to the work of the contractor(s) or for any failure of the contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the contractor(s) furnishing and performing their work. Nitsch Engineering does not guarantee the performance of the construction contract by the contractor(s), and does not assume responsibility for the contractor's(s') failure to furnish and perform their work in accordance with the Contract Documents.

Nitsch Engineering shall review and approve (or take other appropriate action with respect to) shop drawings, samples, and other data which the contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, nor to dimensions or quantities. Nitsch Engineering's review or other actions, as described above, shall not constitute approval of an assembly of which an item is a component, nor shall it relieve the contractor(s) of (a) their obligations regarding review and approval of any such submittals; (b) their exclusive responsibility for the means, methods, sequences, techniques, and procedures of construction, including safety of construction, or (c) for compliance with the Contract Documents. Nitsch Engineering shall be entitled to rely upon the accuracy and completeness of surveys, reports, drawings, plans, and other

documents prepared by third parties, including consultants and contractors independently retained by the Client.

**3. STANDARD OF CARE**

The Client and the Owner acknowledge that the Services provided by Nitsch Engineering in this Agreement may require Nitsch Engineering to make decisions based on experience and professional judgment, rather than on precise scientific or empirical criteria. In performing its Services, Nitsch Engineering shall use that degree of care and skill ordinarily exercised by competent members of the engineering profession as of the date of the performance of the Services, in the same locality at the site, and under the same or similar circumstances and conditions. Nitsch Engineering shall perform its Services as expeditiously as is consistent with the orderly progress of the Project. No other representations or warranties, whether express or implied, are applicable with respect to the Services rendered hereunder, the ("Standard of Care").

**4. REGULATORY AGENCIES**

Nitsch Engineering shall exercise reasonable efforts, to the extent consistent with the Standard of Care, to comply with all applicable zoning and codes for the Project required by those governmental agencies having jurisdiction over the Project. The Client and the Owner acknowledge that some zoning and code requirements are subject to interpretation. Nitsch Engineering will, as necessary, review such interpretations with Regulatory Agencies relating to its Scope of Services. The Regulatory Agencies may require changes to the Documents that may result in additional costs to the Project. Nitsch Engineering may reasonably request Additional Services to make these changes, which will require the Client's and the Owner's approval in advance, which shall not be unreasonably withheld or delayed.

**5. CERTIFICATIONS/AFFIDAVITS**

The proposed language of certificates, affidavits or certifications requested of Nitsch Engineering or Nitsch Engineering's consultants shall be submitted to Nitsch Engineering for review and approval at least fourteen (14) days prior to execution. The Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of Nitsch Engineering. Nitsch Engineering shall not be required to sign any document(s), that would result in Nitsch Engineering having to certify, guarantee or warrant the existence of conditions Nitsch Engineering cannot ascertain.

**6. INVOICE AND PAYMENT TERMS; SUSPENSION OF SERVICES**

Invoices shall be sent to the Client monthly for the prior month, and payment is due within ten (10) calendar days of the invoice date. If payment is not made within thirty (30) calendar days of the invoice date, the amounts due shall include an interest assessment at the rate of 1-1/2% per month commencing on the 30th day after the date of the invoice. If the Client fails to make payment when due for services and reimbursable expenses, Nitsch Engineering may, upon seven (7) days' written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by Nitsch



Engineering within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Nitsch Engineering shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services for failure of the Client to make payment to Nitsch Engineering. If the Client fails to pay Nitsch Engineering for services rendered, the Client agrees to pay all costs of collection, including, but not limited to, any reasonable attorney fees and costs.

**Remit to address:**

**Check Payments:**

**Nitsch Engineering, Inc.**

**Attention: Accounting Department**

**2 Center Plaza, Suite 430**

**Boston, MA 02108**

**Electronic Payments:**

**ACH and Wire Transfer information will be provided upon request.**

**7. RESTART**

If the Project is stopped for a period greater than sixty (60) days, a restart fee of 10% of the project fee will be required to compensate Nitsch Engineering for the necessary premium time and remobilization of staff and materials. If the duration of the Project stoppage exceeds one hundred and eighty (180) days in the aggregate, an additional adjustment shall be applied to the fee or hourly billings rates, as applicable at the discretion of Nitsch Engineering to cover wage increases and general price escalation.

**8. TERMINATION**

This Agreement may be terminated by the Client or Nitsch Engineering upon seven (7) days' written notice. In either case, all amounts due for services and reimbursable expenses as of the date of receipt of cancellation notice shall be paid to Nitsch Engineering within 30 days from the date of Nitsch Engineering's final invoice following notice of termination. In the event of termination by the Client for reasons not the fault of Nitsch Engineering, the Client shall pay Nitsch Engineering in addition to payment for services rendered and reimbursable expenses, all expenses reasonably incurred by Nitsch Engineering in connection with the underlying termination of its Services on the Project, including but not limited to demobilization and other costs.

**9. WAIVER OF SUBROGATION**

The Client and Nitsch Engineering and their insurers waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, but only to the extent such damages are covered by the proceeds of any property or other insurance. The Client and Nitsch Engineering shall each require similar waivers from their contractors, consultants, and agents.

**10. INSURANCE**

Nitsch Engineering is protected by Workers' Compensation Insurance and Professional Liability Insurance, and will furnish information and certificates upon request.

**11. TRANSFER, REASSIGNMENT OF AGREEMENT, THIRD PARTIES**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client, Owner or Nitsch Engineering. Nitsch Engineering's relationship under this Agreement is solely with the Client and the Owner. Privity of contract exists only between the Client and Nitsch Engineering and is not expressed or implied with respect to any other party, including, the contractor, subcontractors, Client's consultants, Owner's consultants, and in regard to a condominium project, the Homeowner Association "HOA", individual unit owners, individual unit owner investors or any other party with whom the Client or Owner now have or may hereafter enter into an agreement with respect to the Project. Neither party, without the prior written consent of the other party, shall transfer, sublet, assign any rights or interest in this Agreement (including, without limitation, monies that are due or monies that may be due). Subcontracting to subconsultants normally contemplated by Nitsch Engineering shall not be considered an assignment for purposes of this Agreement. To the extent the Client or the Owner enters into any contract or undertaking with a third party or makes any promise or representation to a third party that expands, modifies or alters the Services, Agreement, Scope of Services of Nitsch Engineering without Nitsch Engineering's full knowledge, prior to the written consent, then such expansion, modification or alteration shall be void between the parties and of no force and effect, as to Nitsch Engineering, and shall not cause a reduction in Nitsch Engineering's previously agreed compensation, and the Client will pay Nitsch Engineering for all Services performed.

**12. BETTERMENT**

If a required item or component of the Project is omitted from the Documents, including but not limited to, quantity variances, zoning and code compliance, as defined in the Proposal and in Section 1 herein, and it results in a claim against the Client and Nitsch Engineering or Nitsch Engineering's subconsultants, Nitsch Engineering and its subconsultants shall not be responsible for the original cost to add such required item or component to the Project, to the extent such item or component would have been required and included in the original Documents. In no event, will Nitsch Engineering or its subconsultants be responsible for the cost of an item or component that provides a betterment or upgrade or enhances the value of the Project to the Owner.

**13. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the Client agrees to limit Nitsch Engineering's liability to the Client and anyone claiming by, through, or under the Client, for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of Nitsch Engineering's performance of its Services, such that the total aggregate liability of Nitsch Engineering for any and all claims and/or damages of any nature whatsoever, arising out of

the performance of Nitsch Engineering's Services on the Project, whether arising in tort, breach of contract, contractual indemnification, breach of express or implied warrant, or any other theory of liability, shall not exceed \$50,000 or Nitsch Engineering's total fee for Services rendered under this Agreement; whichever is greater.

**14. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS**

Nitsch Engineering shall not be responsible for the discovery, treatment, disposal, permitting, reporting of any services involving or relating to the presence of or the actual or threatened release, escape, or discharge of hazardous waste, hazardous materials, toxic materials, oil, asbestos, and/or other contaminants which may exist on the site, in any of the existing structures on the site, or due to the proposed development. It is agreed that the Client, to the fullest extent permitted by law, shall release and indemnify and hold harmless Nitsch Engineering and its consultants, agents, and employees, from and against all claims, damages, losses, and expenses, direct and indirect, including but not limited to attorney's fees and defense costs, arising out of or resulting from or in any way connected with detection, presence, handling, removal, abatement or disposal of any hazardous waste, hazardous materials, toxic materials, oil, asbestos and / or other contaminants that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability, or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of Nitsch Engineering. Nitsch Engineering may, at its sole option, and without liability for consequential or other damages, suspend performance of its Services on the Project upon discovery of hazardous waste, hazardous materials, toxic materials, oils, asbestos and / or other contaminants until the Client contains such and warrants that the Project site is in full compliance with applicable laws and regulations.

**15. OWNERSHIP AND USE OF DOCUMENTS**

All documents including drawings and specifications, design concepts, inventions, propriety information developed for the Project, including electronic documents prepared or furnished by Nitsch Engineering under this Agreement are instruments of service for use solely with respect to the Project ("Documents"). As author, Nitsch Engineering shall retain the ownership and property interest in those instruments of service, including copyright, common law and statutory law interest in the Documents whether or not the Project is completed; however, if the Project is completed, the Client may retain a license to use copies of the Documents solely for information and record reference purposes in connection with the completed Project. These Documents are not intended or represented to be suitable for reuse by Client or any other party in connection with (a) the completion of the Project if Nitsch Engineering's Agreement has been terminated or Nitsch Engineering otherwise is not involved in the Project; (b) extensions of the Project; and / or (c) any other project. Any reuse without written approval, verification or adaptation by Nitsch Engineering for the specific purpose intended will be at the Client's sole risk and without any liability or legal exposure to Nitsch Engineering or its consultants. The Client accordingly waives all claims and shall defend, indemnify

and hold harmless Nitsch Engineering, and its consultants, from any and all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the unauthorized use. At Nitsch Engineering's sole discretion, it may allow the Client to reuse the Documents with written approval, verification or adaptation of the Documents by Nitsch Engineering, which will entitle Nitsch Engineering to additional compensation to be mutually agreed upon by the Client and Nitsch Engineering.

Further, Nitsch Engineering agrees to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media ("CADD Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the CADD Documents provided to the Client are for informational purposes only and not as an end product. Nitsch Engineering makes no warranties, either express or implied, regarding the accuracy, fitness or suitability for any purpose of the CADD Documents. Accordingly, the Client agrees to waive any and all claims against Nitsch Engineering resulting in any way from the any use, reuse, reliance on, or alteration of the CADD Documents.

**16. ESTIMATES AND/OR OPINIONS OF COST**

Any estimates or opinions of project or construction costs are provided by Nitsch Engineering on the basis of Nitsch Engineering's experience and qualifications as an engineer and represent its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Nitsch Engineering has no control over the cost of labor, materials, equipment, or services furnished by others or over competitive bidding or market conditions, it cannot guarantee or represent that proposals, bids, or actual project costs or construction costs will not vary from any estimates or opinions of costs prepared by Nitsch Engineering. Similarly, since Nitsch Engineering has no control over building or site operation and/or maintenance costs, Nitsch Engineering cannot and does not guarantee or represent that the actual building or system operating or maintenance costs will not vary from any estimates given by Nitsch Engineering.

**17. SERVICES MADE NECESSARY BY CONTRACTOR PERFORMANCE**

It is the Client's responsibility to hire the contractor, and it is the contractor's responsibility to install and complete fully operable systems. The Client agrees to pay Nitsch Engineering at the Hourly Billing Rates listed in Exhibit A for all its troubleshooting work due to contractor's inability to achieve a satisfactory operation.

To the fullest extent permitted by law, the Client shall hold harmless, defend and indemnify Nitsch Engineering, its officers, agents, employees, and consultants, from any and all liabilities, claims, damages, and suits arising out of the negligence of the Client, its agents, or the negligence of any contractor(s) or subcontractor(s) performing any portion of the work and supplying any materials, or any other parties.

- 18. HOURLY BILLING RATES** Unless stated otherwise in the proposal, Nitsch Engineering's hourly billing rates are included in Exhibit A.

**19. REIMBURSABLE EXPENSES**

Normal reimbursable expenses are in addition to the fee for services and shall be billed at 1.10 times the amount expended. Reimbursable expenses are those expenses directly related to the Project such as travel including tolls, parking, transportation, meals, and lodging; printing, copying and handling of documents; film and processing; regulations and by-laws/ordinances; telephone calls and other communication charges; postage and delivery; equipment for tests; and permit application fees.

**20. APPLICABLE STATE LAW**

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

**21. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, employees or agents of any of the forgoing, shall be liable to the other in any action or claim brought by either party against the other for incidental, indirect, or consequential damages, which include but are not limited to loss of income, profit, revenue, and goodwill, arising out of or related to the Services whether based on contract, tort, statute or otherwise.

**22. PROJECT RISK RELATED TO CONDOMINIUMS OR APARTMENTS (if applicable)**

The Client and Owner acknowledge the risk to Nitsch Engineering inherent in condominium projects and the disparity between Nitsch Engineering's fee and Nitsch Engineer's potential liability for problems or alleged problems with such condominium projects. In consideration of the substantial risks to Nitsch Engineering in rendering professional Services in connection with the Project, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Nitsch Engineering, its officers, directors, employees and subconsultants (collectively, Nitsch Engineering) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Services performed on the Project, except for such costs directly caused by Nitsch Engineering's sole negligence or willful misconduct, as found by a court of competent jurisdiction.

**23. MAINTENANCE MANUALS RELATED TO CONDOMINIUMS OR APARTMENTS (if applicable)**

The Client and Owner agree that the Bylaws of the Homeowners' Association established for the Project will require that the Association perform, at a minimum, all maintenance as recommended in the Maintenance Manual, and all routine maintenance, maintenance inspections and any other necessary repairs and maintenance called for as a result of these maintenance inspections. The Bylaws shall also contain an appropriate waiver and indemnity in favor of the Client, Nitsch Engineering and subconsultants, and the contractor if the

maintenance recommendations contained in the Maintenance Manual are not performed.

**24. SERVICES INVOLVING UAVs**

In the event of any unmanned aerial system(s) or unmanned aerial vehicle(s) (hereinafter collectively referred to as "UAV") use on the project, Nitsch Engineering's liability for such use shall be limited to damages to the extent caused by its negligence, subject to the further provisions of this article. Nitsch Engineering shall rely on the specific requirements in the Scope of Services to perform any services with the use of any UAV. Nitsch Engineering shall not be responsible for obtaining or examining any images or other information gathered by or resulting from any UAV use (collectively, "Images"), if such Images are not expressly required in the Scope of Services. Nitsch Engineering shall not be responsible for alerting the Client to any Images, for any purpose, regardless of any consequence to the project, if such purpose is not expressly required in the Scope of Services. Any unrequested or unused Images shall be discarded, and the Client agrees to such disposal and agrees that Nitsch Engineering shall not be liable for any such disposal. Nitsch Engineering shall not be liable for any damages, claims, liabilities, or expenses of any kind related to any unauthorized use of any UAV, or any Images.

In the event of any UAV use, the Client and the Owner agree to provide sufficient access to the site and remove any and all potential obstructions, including but not limited to snow and debris, from the site prior to the date on which services involving UAV use are scheduled, or indicated, to be performed. The Client and the Owner agree to restrict access to the site while the UAV is in operation, and to provide advance notice to all individuals, located in the vicinity of the project, of said restriction.

**25. DISPUTE RESOLUTION**

Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of, or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Mediation shall be conducted under the auspices of the Construction Industry Rules of the American Arbitration Association in accordance with its existing terms and procedures, unless the parties mutually agree otherwise. The cost of mediation shall be borne equally by the parties. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement and the American Arbitration Association. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts. In the event that the dispute is not resolved in mediation, the parties may submit the dispute to litigation in a court of competent jurisdiction, which shall be the method of binding dispute resolution for any claim or dispute under this Agreement.



**STANDARD CONTRACT TERMS**  
**(Version: October 1, 2018)**

**EXHIBIT A**

**Hourly Billing Rates**

The hourly billing rates are subject to change as a result of changes in market conditions.  
The current hourly billing rates are, as follows:

**Department: Civil, Planning, Transportation, Structural**

Principal	\$235.00
Senior Project Manager – Structural	\$215.00
Senior Project Manager	\$205.00
Senior Project Engineer – Structural	\$185.00
Project Manager	\$180.00
Senior Project Engineer	\$160.00
Project Engineer – Structural	\$160.00
Project Engineer	\$150.00
Senior Project Designer	\$135.00
Project Designer	\$125.00
Project Technician	\$105.00
Senior Planner	\$120.00
Planner	\$110.00
Planning Analyst	\$85.00
Administrative	\$75.00

**Department: Land Survey**

Senior Project Manager – Survey, PLS	\$185.00
Project Manager – Survey, PLS	\$165.00
Project Surveyor, PLS	\$150.00
Senior Survey Technician	\$125.00
Survey Technician 3	\$110.00
Survey Technician 2	\$95.00
Survey Technician 1	\$90.00
Administrative	\$75.00
Survey Robotic Services	\$135.00

**Other Services, include:**

Expert Witness	\$300.00
GIS Manager	\$130.00

# 13364.P Leicester Middle School Site

45.4 acres, including streets 01/28/2019

## Legend

- 45.4 acres
- Leicester Middle School

Leicester Middle School

Google Earth

© 2018 Google

800 ft





**Town of Leicester**  
**OFFICE OF THE TOWN ADMINISTRATOR**

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February 7, 2019

TO: Department Heads  
Board/Committee Chairpersons

CC: Dr. Marilyn Tencza  
Superintendent of Schools

FROM: David Genereux  
Town Administrator

**Re: Fiscal Year 2020 Budget**

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The purpose of this memo is to present the Town Administrator's proposed FY20 budget. The following budget documents are attached to this memo:

- Budget History
- Preliminary Revenue Estimates
- Budget Summary
- Free Cash Working Plan

The Budget History (Attachment 1) provides an overview of changes to the three major budget categories (municipal departments, school department, and intergovernmental expenses) from FY13 through FY19. The detailed line item budget will be sent out via email to Department Heads, Board and Committees. Hard Copies can be obtained from the Town Administrator's Office.

The Preliminary Revenue Estimates (Attachment 2) have been updated to reflect the Governor's proposed budget. The Budget Summary (Attachment 3) includes proposed department budgets, department supplemental requests and the Town Administrator's recommended budget. The Free Cash Working Plan (Attachment 4) shows the allocation of free cash to both the operating budget and capital items.

Budget allocations are determined by first subtracting estimated increases in intergovernmental expenses from new revenue as these expenses are involuntary. The balance of new revenue is then divided between the municipal and school departments on a percentage basis. As the school department comprises 75% of the overall budget, 75% of the remaining new revenue will be allocated to the school budget and the balance of 25% will be allocated to municipal departments.



Attachment 2 shows forecasted FY20 revenue. Anticipated changes in revenue are as follows:

Increased Revenue

- FY20 tax levy: \$14,615,965: (Add \$614,108)
- Increase allowed by Proposition 2 ½: \$365,399 (Add \$15,353)
- New growth: \$150,000 (Subtract \$114,062)
- Debt exclusions: \$1,177,291 (Add \$267,014)
- State revenue: \$12,201,606 (Subtract \$4,645)
- Local receipts: \$2,495,557 (Subtract \$113,100)
- Free cash: \$150,000 (Subtract \$36,300)
- Ambulance receipts: \$371,192 (Level funded)
- Other transfers: \$23,882 (Decrease of \$90,000 due to FY19 School Special Revenue funds transfer not currently included within the budget)

***Increased Revenue Subtotal: \$538,368***

Decreased Appropriations

- Town Meeting articles: \$3,065 (Appropriation decrease – Add \$36,300)
- Tax recap items: \$1,141,124 (Appropriation decrease - Add \$247,942)

***Decreased Appropriations Subtotal: \$284,242***

**Increased revenue (\$538,368) plus decreased appropriations (\$284,242) creates \$822,610 in available funds.**

On the expense side of the budget, forecasted intergovernmental expenses are as follows:

- Debt principal: \$1,139,797 (increase of \$245,565 or 27.42%)
- Debt interest: \$406,144 (increase of \$80,509 or 24.72%)
- Temporary loan interest \$33,255 (decrease of \$61,392 or 64.86%)
- Worcester Regional Retirement: \$1,314,800 (increase of \$153,157, or 13.18%)
- Worker compensation: \$227,535 (increase of \$10,835, or 5%)
- Unemployment compensation: \$66,650 (level funded)
- Employee benefits (health insurance): \$3,363,285 (increase of \$97,196 or 2.98%)
- Bonding & insurance (Property/Casualty insurance): \$110,645 (Increase of \$10,059 or 10.00%)

***Total new intergovernmental expenses: \$6,662,110  
(An increase of \$535,628 or 8.74% over FY19)***

The intergovernmental budget is higher due in part to the debt exclusions approved at Town Meeting and the ballot. Through FY 2019, debt excluded from the provisions of Proposition 2 ½ was added to the tax levy for Hillcrest Country Club, the Police Station and the Fire & EMS Headquarters. In FY19, debt exclusions accounted for 88 cents of the \$15.08 tax rate.

The following new debt exclusions are included in the FY20 budget:

- \$1,900,000 for the Library
- \$100,000 for the purchase of the house at Hillcrest
- \$910,000 for new Highway equipment

These new debt exclusions will add approximately 24 cents to the FY20 tax rate. Therefore, all debt exclusions combined will account for approximately \$1.12 of FY20 tax rate which amounts to \$112 per hundred thousand valuation, or, \$280 per year to a home valued at \$250,000.

Total new revenue (\$822,610) less total new intergovernmental expenses (\$535,628) leaves \$286,982 to be divided between the municipal and school departments.

**Under the current 75/25 split, the School Department FY20 budget would increase by \$213,951, or 1.28%.**

**The Municipal Departments' overall FY20 budgets would increase by \$73,031, or 1.28%.**

**The total FY20 general fund budget (excluding vocational school tuition and CMRPC assessment) is currently forecasted at \$29,343,868, an increase of \$822,610 or 2.88%.**

The FY20 budget is balanced; however, department budgets are insufficient to cover the total cost of operations. In order to balance the municipal budget, the streetlight budget was reduced by \$25,000 based on anticipated savings from installing LED streetlights using a Green Communities grant this spring. The amount of savings, however, can only be roughly estimated at this time and the streetlight budget may need to be increased at fall town meeting. Close attention must also be paid to the escalating costs of legal services and the unpredictable cost of veterans benefits. Finally, there is no funding available within the budget to cover the cost of utilities or operations at the Swan Tavern (1 Paxton St).

## **BUDGET HISTORY**

Attachment 1 details changes to each of the three major budget categories (municipal, school and intergovernmental) from FY13 through FY19. Of note is the average growth in each category over this six-year period as outlined below:

<b>Category (FY13-FY19)</b>	<b>Budget growth (in dollars)</b>	<b>Budget growth (by percentage)</b>
Municipal Departments	\$670,919	13.61%
Leicester Schools	\$1,463,485	9.63%
Intergovernmental	\$781,556	14.16%
<b>Total Budget Growth</b>	<b>\$2,915,960</b>	<b>11.37%</b>

This history shows that, at a minimum, the Town should maintain the practice of allocating revenues equitably in accordance with the current budget methodology (75% schools/25% municipal depts.). Moving forward, municipal and school departments will face continued challenges carrying out their respective missions without a significant influx of new revenue.

### **REVENUE FORECAST**

The Town is in the process of changing its tax collection strategy, which should increase Free Cash over the next two fiscal years. The Town will also receive seven months of revenue from the 3% local tax on recreational marijuana sales at the end of FY19. This new revenue stream will allow for additional capital spending in FY20. The Town has also executed four recreational marijuana host community agreements which will provide additional general fund revenue in FY21, assuming these facilities open in 2019 or early 2020.

### **HIGHWAY OVERRIDE**

In light of the Town's current financial situation, I am requesting that the Select Board put forward an override request at Spring Town Meeting and on the June ballot. The requested override in the amount of \$350,000 would allow the Town to hire four new front-line Highway Department employees and provide full custodial services to all municipal buildings, including the recently expanded library which has doubled in size and the newly occupied third floor at Town Hall.

Adding these employees would allow the Town to fully staff snow removal operations and save on costly contractor expenses, implement a municipal buildings oversight group to address long standing deferred maintenance issues, undertake cost saving preventative maintenance initiatives, comply with storm water regulations as well as improve and intensify service to town roads, catch basins, parks, and buildings. The School Department would also see relief as the restructured highway department would perform snow removal and school field maintenance, thereby allowing the schools to reallocate these funds currently being spent on contracted services to address deficits in their budget. This effort would be a significant step forward in coordinating municipal services between departments.

The proposed override would add 33 cents to the tax rate or \$33.00 per \$100,000 valuation. This would cost a home valued at \$250,000 an additional \$82.50 per year.

### **CAPITAL PLAN**

The FY20 Capital Plan (Attachment 4) proposes \$192,381 of Free Cash be expended on existing lease/purchase agreements for equipment including the highway backhoe and fire aerial scope tower truck. There are no recommendations for new expenditures as it is anticipated that there will only be \$97,134 remaining, the majority of which will likely be required to fund the snow and ice deficit. There will be some priority capital items proposed for funding at Fall Town Meeting once FY19 free cash is certified:

- Replacement cardiac monitors - \$103,893
- Stormwater permit requirements - \$50,000
- Additional Town Hall ADA and security access requirements – \$200,000 (estimated)



**CONCLUSION**

It is my privilege to be working for you in my second year as Town Administrator. I would like to thank the departments, boards and committees for their assistance and patience throughout the budget process. Financial challenges abound, but it is my hope that we continue to work as a community to improve the quality of services to our residents.



**Town of Leicester**  
**OFFICE OF THE TOWN ADMINISTRATOR**

Town Hall, 3 Washburn Square  
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## **ATTACHMENT 1**

January 29, 2019

To: Select Board

From: David Genereux, Town Administrator

### **RE: Budget History (Updated)**

---

Update: After discussions with the Finance Advisory Board about the location of vocational school tuition, I went back in the archives. Vocational school tuition was carried a single line item in the School budget until FY 2015. From FY 2016 on, it has been carried as a warrant article. This memorandum, as well as the attached sheet, removes the dollar amount of monies spent on this tuition from the school budget for those early years to better reflect the proportionate spending of the general fund budget.

As you know, I discussed the Town's budget history at the January 22, 2019 School Committee meeting that was held in the Town Auditorium. Part of that discussion that I used for notes was a six-year analysis going back to FY 2013. That analysis is attached to this memorandum.

#### **A few notes on how the analysis was completed:**

- The analysis was generated by reviewing town meeting votes in the Town report from 2012 through 2017, with meeting minutes from the 2018 spring and fall town meetings.
- This analysis is for the operating budget only. Transfers to and from accounts that are not part of the general fund budget (capital, vocational school, special revenue funds, etc.) are not part of the analysis.
- Transfers from free cash to the snow and ice account are not included, as these transfers are considered one-time expenses.
- The \$150,000 transferred to the legal budget at fall town meeting is not included, as I would also consider it a one-time expense.
- The \$90,000 that was transferred from the School's special revenue fund to the operating budget is included, as it becomes part of their 2020 base budget.
- Actual vocational school spending, that was included in the school budget through FY 2015, has been removed from the school budget.

#### **Sheet setup**

The attached sheet is set up in five sections:

- Budget by categories – The first section is the budget and amendments by category and year. This section drives the analysis that is presented in the next four sections. Total change over six years is included.

- Totals – This section compacted the municipal budget into one line, and restates the Leicester Schools and intergovernmental lines, so that the comparisons by the three sections can be made.
- % of Budget – This section takes the budget total from each year and allocates the percentage of the budget to the municipal, school, and intergovernmental budgets for each year.
- Dollar change – This section calculates the dollar change to the municipal, school and intergovernmental budgets from each year with a summation of the change between 2013 through 2019.
- % change – This section calculates the percentage change (up or down) by the budget annually, with a summation of the change from 2013 through 2019.

### **Observations**

- The general fund budget has increased by \$2,915,960 or 11.37% from FY 2013 through FY 2019. Intergovernmental expenses increased by \$781,556 (14.16%); Municipal operations expenses increased by \$670,919 (13.61%); while the Leicester Schools budget increased by \$1,463,485 (9.63%).
- From a % of budget standard, the municipal budget increased from 19.21% to 19.60%, while the school budget decreased from 59.27% to 58.34%. The Intergovernmental budget grew from 21.52% to 22.06%.

From an average annual percentage basis, the municipal budget increases by an average of 2.26% per year, the school budget increases by an average of 1.60% per year, and intergovernmental increases by an average of 2.36% per year. The clear indication here is that the school budget still lags in growth behind the municipal and intergovernmental sections of the budget, though the percentage lag is less than originally believed. The school budget's minimum annual target for growth should be in the 2.5%

### **FY2020 Budget**

The Governors FY 2020 budget was released yesterday. The good news is that there is an overall increase to the budget of \$61,314. The bad news is school choice is dropped by \$91,330. Therefore, the school will pick up \$45,985 for the general fund budget, but overall lose \$43,345 in complete dollars.

### **Override**

As discussed in previous meetings, the school will save about \$138,000 in field maintenance costs if the override passes. There will also be additional savings in snow removal. The school is using a contractor this year for snow removal for the first time. This expense will be removed for next year, as Highway will plow school facilities as part of the department responsibilities to lower costs.

### **Future**

S&P affirmed our bond rating on 01/23/19, but noted concerns with debt levels. We are rated as stable; but not growing. As a result of that ratings call, we are going to start an active tax title collections program, and will likely be moving to see existing liens within the year in order to build reserves and fund liabilities.

I also highly recommend maintaining the revenue allocation at the current level, and commit to working together to grow the municipal and school budgets in a manner that is sustainable, responsible and fair to all departments.

Please feel free to contact me with any questions or concerns.



Leicester Budget History  
FY 2013 - FY 2019  
by Category

Budget by Categories	2013	2014	2015	2016	2017	2018	2019	2013 -2019
General Government	1,147,395	1,071,442	1,152,651	1,300,868	1,285,839	1,510,608	1,431,835	284,440
Public Safety	2,483,599	2,485,799	2,548,875	2,659,622	2,624,615	2,726,569	2,824,676	341,077
Leicester Schools	15,204,354	15,127,584	15,490,533	15,748,000	15,910,800	16,302,094	16,667,839	1,463,485
Public Works	850,035	834,295	869,665	897,276	899,275	888,060	939,282	89,247
Human Services	275,342	240,116	267,845	197,750	199,058	164,743	189,502	- 85,840
Culture & Rec	172,711	164,317	175,839	186,764	191,805	199,400	214,706	41,995
Intergovernmental	5,520,523	5,481,032	4,754,887	4,747,601	5,448,858	5,736,728	6,302,079	781,556
Total	25,653,959	25,404,585	25,260,295	25,737,881	26,560,250	27,528,203	28,569,919	2,915,960

Totals	2013	2014	2015	2016	2017	2018	2019	2013 -2019
Municipal total	4,929,082	4,795,969	5,014,875	5,242,280	5,200,592	5,489,380	5,600,001	670,919
Leicester Schools total	15,204,354	15,127,584	15,490,533	15,748,000	15,910,800	16,302,094	16,667,839	1,463,485
Intergovernmental total	5,520,523	5,481,032	4,754,887	4,747,601	5,448,858	5,736,728	6,302,079	781,556
Grand Total	25,653,959	25,404,585	25,260,295	25,737,881	26,560,250	27,528,203	28,569,919	2,915,960

% of Budget	2013	2014	2015	2016	2017	2018	2019
Municipal	19.21%	18.88%	19.85%	20.37%	19.58%	19.94%	19.60%
Leicester Schools	59.27%	59.55%	61.32%	61.19%	59.90%	59.22%	58.34%
Intergovernmental	21.52%	21.57%	18.82%	18.45%	20.52%	20.84%	22.06%
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Dollar Change	2013	2014	2015	2016	2017	2018	2019	2013 -2019
Municipal		- 133,113	218,906	227,405	- 41,688	288,788	110,621	670,919
Leicester Schools		- 76,770	362,949	257,467	162,800	391,294	365,745	1,463,485
Intergovernmental		- 39,491	- 726,145	- 7,286	701,257	287,870	565,351	781,556
Total		- 249,374	- 144,290	477,586	822,369	967,953	1,041,716	2,915,960

% Change	2013	2014	2015	2016	2017	2018	2019	2013 -2019
Municipal		-2.70%	4.56%	4.53%	-0.80%	5.55%	2.02%	13.61%
Leicester Schools		-0.50%	2.40%	1.66%	1.03%	2.46%	2.24%	9.63%
Intergovernmental		-0.72%	-13.25%	-0.15%	14.77%	5.28%	9.85%	14.16%
Total		-0.97%	-0.57%	1.89%	3.20%	3.64%	3.78%	11.37%

TOWN OF LEICESTER, MASSACHUSETTS  
OPERATING BUDGET ANALYSIS & FORECAST

	FY2018	FY2019	FY2020 initial	FY2020 Town Administrator	\$ Change	% Change
<b>REVENUES:</b>						
Levy Limit:						
Prior Year	\$ 13,469,075	\$ 14,001,857	\$ 14,615,965	\$ 14,615,965	\$ 614,108	4.39%
Prop 2 1/2	\$ 336,727	\$ 350,046	\$ 365,399	\$ 365,399	\$ 15,353	4.39%
New Growth	\$ 196,055	\$ 264,062	\$ 150,000	\$ 150,000	\$ (114,062)	-43.20%
	\$ 14,001,857	\$ 14,615,965	\$ 15,131,364	\$ 15,131,364	\$ 515,399	3.53%
Debt Exclusion	\$ 874,757	\$ 910,277	\$ 872,113	\$ 1,177,291	\$ 267,014	29.33%
State Revenue	\$ 12,214,573	\$ 12,206,251	\$ 12,206,251	\$ 12,201,606	\$ (4,645)	-0.04%
Local Receipts	\$ 2,312,682	\$ 2,608,657	\$ 2,495,557	\$ 2,495,557	\$ (113,100)	-4.34%
Other Available Funds:						
Free Cash	\$ 25,250	\$ 186,300	\$ 150,000	\$ 150,000	\$ (36,300)	-19.48%
Ambulance Receipts	\$ 371,192	\$ 371,192	\$ 371,192	\$ 371,192	\$ -	0.00%
Dog Fund, Overlay Res., NOI	\$ 23,882	\$ 113,882	\$ 23,882	\$ 23,882	\$ (90,000)	-79.03%
Title V Reserves (Debt)	\$ 19,944	\$ 19,944	\$ 19,944	\$ 19,944	\$ -	0.00%
	\$ 440,268	\$ 691,318	\$ 565,018	\$ 565,018	\$ (126,300)	-18.27%
<b>TOTAL REVENUES</b>	<b>\$ 29,844,137</b>	<b>\$ 31,032,468</b>	<b>\$ 31,270,303</b>	<b>\$ 31,570,836</b>	<b>\$ 538,368</b>	<b>1.73%</b>
<b>EXPENDITURES:</b>						
	<b>FY2018 Recap</b>	<b>FY2019 Budget</b>	<b>FY2020 Budget</b>	<b>FY2020 Town Administrator</b>	<b>Change</b>	<b>% Change</b>
General Government	\$ 5,410,021	\$ 5,726,937	\$ 5,784,451	\$ 5,799,968	\$ 73,031	1.28%
School	\$ 16,264,094	\$ 16,667,839	\$ 16,750,385	\$ 16,881,790	\$ 213,951	1.28%
Inter-Governmental	\$ 5,761,728	\$ 6,126,482	\$ 6,417,540	\$ 6,662,110	\$ 535,628	8.74%
Vocational School Tuition	\$ 1,078,000	\$ 1,078,000	\$ 1,078,000	\$ 1,078,000	\$ -	0.00%
Town Meeting Articles	\$ 2,991	\$ 39,365	\$ 3,065	\$ 3,065	\$ (36,300)	-92.21%
<b>TOTAL EXPENDITURES</b>	<b>\$ 28,516,834</b>	<b>\$ 29,638,623</b>	<b>\$ 30,033,441</b>	<b>\$ 30,424,933</b>	<b>\$ 786,310</b>	<b>2.65%</b>
<b>TAX RECAP ITEMS</b>						
	#					
Cherry Sheet Offsets	\$ 570,163	\$ 516,903	\$ 516,903	\$ 426,250	\$ (90,653)	-17.54%
Cherry Sheet Charges	\$ 632,850	\$ 540,180	\$ 540,180	\$ 564,874	\$ 24,694	4.57%
Tax Title	\$ -	\$ -	\$ -	\$ -	\$ -	n/a
Allowance for Abatements	\$ 120,176	\$ 331,983	\$ 175,000	\$ 150,000	\$ (181,983)	-54.82%
<b>TOTAL TAX RECAP ITEMS</b>	<b>\$ 1,323,189</b>	<b>\$ 1,389,066</b>	<b>\$ 1,232,083</b>	<b>\$ 1,141,124</b>	<b>\$ (247,942)</b>	<b>-17.85%</b>
<b>TOTAL EXPEND. &amp; CHARGES</b>	<b># \$ 29,840,023</b>	<b># \$ 31,027,689</b>	<b>\$ 31,265,524</b>	<b>\$ 31,566,057</b>	<b>\$ 538,368</b>	<b>1.74%</b>
<b>UNUSED TAX LEVY/(DEFICIT)</b>	<b># \$ 4,113</b>	<b># \$ 4,779</b>	<b>\$ 4,779</b>	<b>\$ 4,779</b>	<b>\$ (0)</b>	<b>0.00%</b>

Cherry Sheet Offsets: School Choice, Public Libraries

DEPT #	DEPARTMENT NAME	FY2018 Budget	FY 2019 Budget	FY 2020 Initial	FY 2020 Supplemental	FY 2020 Town Administrator	\$ Change	% Change
111	LEGAL							
	EXPENSES	59,000	209,000	209,000	0	209,000	0	0.00%
	<b>TOTAL</b>	<b>59,000</b>	<b>209,000</b>	<b>209,000</b>	<b>0</b>	<b>209,000</b>	<b>0</b>	<b>0.00%</b>
114	MODERATOR							
	PERSONNEL	81	81	81	0	81	0	0.00%
	EXPENSES	70	70	70	0	70	0	0.00%
	<b>TOTAL</b>	<b>151</b>	<b>151</b>	<b>151</b>	<b>0</b>	<b>151</b>	<b>0</b>	<b>0.00%</b>
122	SELECTMEN							
	PERSONNEL	206,978	195,381	198,956	0	205,562	10,181	5.21%
	EXPENSES	42,250	44,399	44,399	0	40,799	-3,600	-8.11%
	<b>TOTAL</b>	<b>249,228</b>	<b>239,780</b>	<b>243,355</b>	<b>0</b>	<b>246,361</b>	<b>6,581</b>	<b>2.74%</b>
130	RESERVE FUND							
	EXPENSES	50,000	50,000	50,000	0	50,000	0	0.00%
	<b>TOTAL</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>0</b>	<b>50,000</b>	<b>0</b>	<b>0.00%</b>
131	ADVISORY BOARD							
	EXPENSES	1,325	1,325	1,325	0	1,325	0	0.00%
	<b>TOTAL</b>	<b>1,325</b>	<b>1,325</b>	<b>1,325</b>	<b>0</b>	<b>1,325</b>	<b>0</b>	<b>0.00%</b>
135	TOWN ACCOUNTANT							
	PERSONNEL	87,380	90,578	93,565	8,485	94,036	3,458	3.82%
	EXPENSES	27,575	27,575	27,575	0	28,575	1,000	3.63%
	<b>TOTAL</b>	<b>114,955</b>	<b>118,153</b>	<b>121,140</b>	<b>8,485</b>	<b>122,611</b>	<b>4,458</b>	<b>3.77%</b>
141	ASSESSORS							
	PERSONNEL	105,896	109,724	113,226	0	114,505	4,781	4.36%
	EXPENSES	7,240	7,240	7,240	0	7,240	0	0.00%
	<b>TOTAL</b>	<b>113,136.12</b>	<b>116,964</b>	<b>120,466</b>	<b>0</b>	<b>121,745</b>	<b>4,781</b>	<b>4.09%</b>
145	TREASURER/COLLECTOR							
	PERSONNEL	136,719	142,072	135,955	0	139,820	-2,252	-1.59%
	EXPENSES	23,795	23,795	22,421	0	23,795	0	0.00%
	<b>TOTAL</b>	<b>160,514</b>	<b>165,867</b>	<b>158,376</b>	<b>0</b>	<b>163,615</b>	<b>-2,252</b>	<b>-1.36%</b>
147	TAX TITLE							
	EXPENSES	16,000	16,000	16,000	0	16,000	0	0.00%
	<b>TOTAL</b>	<b>16,000</b>	<b>16,000</b>	<b>16,000</b>	<b>0</b>	<b>16,000</b>	<b>0</b>	<b>0.00%</b>
152	PERSONNEL BOARD							
	EXPENSES	250	250	250	0	250	0	0.00%
	<b>TOTAL</b>	<b>250</b>	<b>250</b>	<b>250</b>	<b>0</b>	<b>250</b>	<b>0</b>	<b>0.00%</b>
155	IT DEPARTMENT							
	EXPENSES	141,620	138,560	138,560	6,000	144,560	6,000	4.33%
	<b>TOTAL</b>	<b>141,620</b>	<b>138,560</b>	<b>138,560</b>	<b>6,000</b>	<b>144,560</b>	<b>6,000</b>	<b>4.33%</b>
161	TOWN CLERK							
	PERSONNEL	96,305	101,024	106,603	0	106,846	5,822	5.76%
	EXPENSES	3,650	3,645	3,645	0	3,645	0	0.00%
	<b>TOTAL</b>	<b>99,955</b>	<b>104,669</b>	<b>110,248</b>	<b>0</b>	<b>110,491</b>	<b>5,822</b>	<b>5.56%</b>
162	ELECTIONS & REGISTRATIONS							
	PERSONNEL	10,000	22,000	10,000	11,000	22,000	0	0.00%
	EXPENSES	11,500	13,600	11,500	5,500	13,100	-500	-3.68%
	<b>TOTAL</b>	<b>21,500</b>	<b>35,600</b>	<b>21,500</b>	<b>16,500</b>	<b>35,100</b>	<b>-500</b>	<b>-1.40%</b>
180	DEVELOPMENT & INSPECT. SV							
	PERSONNEL	148,790	155,937	160,171	0	167,326	11,389	7.30%
	EXPENSES	78,850	78,850	78,850	33,000	74,604	-4,246	-5.38%
	<b>TOTAL</b>	<b>227,640.42</b>	<b>234,787</b>	<b>239,021</b>	<b>33,000</b>	<b>241,930</b>	<b>7,143</b>	<b>3.04%</b>
192	TOWN OWNED BLDG MAINT							
	EXPENSES	15,250	8,000	38,281	0	38,281	30,281	378.51%
	<b>TOTAL</b>	<b>15,250</b>	<b>8,000</b>	<b>38,281</b>	<b>0</b>	<b>38,281</b>	<b>30,281</b>	<b>378.51%</b>
197	TOWN HALL BLDG MAINT							
	EXPENSES	55,155	63,909	63,909	0	63,909	0	0.00%
	<b>TOTAL</b>	<b>55,155</b>	<b>63,909</b>	<b>63,909</b>	<b>0</b>	<b>63,909</b>	<b>0</b>	<b>0.00%</b>
198	TOWN HALL TELEPHONES							
	EXPENSES	6,400	6,400	6,400	0	6,400	0	0.00%
	<b>TOTAL</b>	<b>6,400</b>	<b>6,400</b>	<b>6,400</b>	<b>0</b>	<b>6,400</b>	<b>0</b>	<b>0.00%</b>
199	OTHER - GENERAL GOV							
	PERSONNEL	39,232	0	0	0	0	0	0.00%
	EXPENSES	39,938	49,355	49,355	4,800	54,155	4,800	9.73%
	<b>TOTAL</b>	<b>79,169.94</b>	<b>49,355</b>	<b>49,355</b>	<b>4,800</b>	<b>54,155</b>	<b>4,800</b>	<b>9.73%</b>
210	POLICE DEPT							
	PERSONNEL	1,593,362	1,701,652	1,701,652	131,735	1,702,591	939	0.06%
	EXPENSES	288,065	262,205	262,205	0	262,205	0	0.00%
	<b>TOTAL</b>	<b>1,881,427</b>	<b>1,963,857</b>	<b>1,963,857</b>	<b>131,735</b>	<b>1,964,796</b>	<b>939</b>	<b>0.05%</b>
220	FIRE DEPT							
	PERSONNEL	170,293	170,287	170,287	0	170,287	0	0.00%
	EXPENSES	135,020	135,020	135,020	3,600	135,020	0	0.00%
	<b>TOTAL</b>	<b>305,313</b>	<b>305,307</b>	<b>305,307</b>	<b>3,600</b>	<b>305,307</b>	<b>0</b>	<b>0.00%</b>

DEPT #	DEPARTMENT NAME	FY2018 Budget	FY 2019 Budget	FY 2020 Initial	FY 2020 Supplemental	FY 2020 Town Administrator	\$ Change	% Change
231	<b>AMBULANCE DEPT</b>							
	PERSONNEL	348,000	351,568	351,568	0	352,738	1,170	0.33%
	EXPENSES	76,850	88,850	88,850	0	87,634	-1,216	-1.37%
	<b>TOTAL</b>	<b>424,850</b>	<b>440,418</b>	<b>440,418</b>	<b>0</b>	<b>440,372</b>	<b>-46</b>	<b>-0.01%</b>
232	<b>EMERGENCY MANAGEMENT</b>							
	PERSONNEL	3,813	3,813	3,813	0	3,813	0	0.00%
	EXPENSES	1,000	1,000	1,000	0	1,000	0	0.00%
	<b>TOTAL</b>	<b>4,813</b>	<b>4,813</b>	<b>4,813</b>	<b>0</b>	<b>4,813</b>	<b>0</b>	<b>0.00%</b>
241	<b>CODE DEPT</b>							
	PERSONNEL	57,589	60,241	60,241	0	55,052	-5,189	-8.61%
	EXPENSES	9,678	8,638	8,638	0	8,638	0	0.00%
	<b>TOTAL</b>	<b>67,267</b>	<b>68,879</b>	<b>68,879</b>	<b>0</b>	<b>63,690</b>	<b>-5,189</b>	<b>-7.53%</b>
292	<b>ANIMAL CONTROL</b>							
	PERSONNEL	24,179	24,602	24,602	0	25,094	492	2.00%
	EXPENSES	8,950	8,950	8,950	0	8,458	-492	-5.50%
	<b>TOTAL</b>	<b>33,129</b>	<b>33,552</b>	<b>33,552</b>	<b>0</b>	<b>33,552</b>	<b>0</b>	<b>0.00%</b>
296	<b>INSECT PEST CONTROL</b>							
	PERSONNEL	1,920	0	0	0	0	0	0.00%
	EXPENSES	7,850	7,850	7,850	0	7,850	0	0.00%
	<b>TOTAL</b>	<b>9,770</b>	<b>7,850</b>	<b>7,850</b>	<b>0</b>	<b>7,850</b>	<b>0</b>	<b>0.00%</b>
310	<b>SCHOOL</b>							
	EXPENSES	16,264,094	16,667,839	16,750,385	150,000	16,881,790	213,951	1.28%
	<b>TOTAL</b>	<b>16,264,094</b>	<b>16,667,839</b>	<b>16,750,385</b>	<b>150,000</b>	<b>16,881,790</b>	<b>213,951</b>	<b>1.28%</b>
420	<b>HIGHWAY DEPT</b>							
	PERSONNEL	439,103	495,732	502,027	0	519,015	23,283	4.70%
	EXPENSES	257,957	247,550	247,550	0	232,665	-14,885	-6.01%
	<b>TOTAL</b>	<b>697,060</b>	<b>743,282</b>	<b>749,577</b>	<b>0</b>	<b>751,680</b>	<b>8,398</b>	<b>1.13%</b>
423	<b>SNOW &amp; ICE</b>							
	PERSONNEL	25,000	25,000	25,000	0	25,000	0	0.00%
	EXPENSES	96,000	96,000	96,000	0	96,000	0	0.00%
	<b>TOTAL</b>	<b>121,000</b>	<b>121,000</b>	<b>121,000</b>	<b>0</b>	<b>121,000</b>	<b>0</b>	<b>0.00%</b>
424	<b>STREET LIGHTS</b>							
	EXPENSES	70,000	75,000	75,000	0	50,335	-24,665	-32.89%
	<b>TOTAL</b>	<b>70,000</b>	<b>75,000</b>	<b>75,000</b>	<b>0</b>	<b>50,335</b>	<b>-24,665</b>	<b>-32.89%</b>
541	<b>COUNCIL ON AGING</b>							
	PERSONNEL	53,273	62,977	80,253	0	77,135	14,158	22.48%
	EXPENSES	31,145	31,145	31,145	0	31,145	0	0.00%
	<b>TOTAL</b>	<b>84,417.54</b>	<b>94,122</b>	<b>111,398</b>	<b>0</b>	<b>108,280</b>	<b>14,158</b>	<b>15.04%</b>
543	<b>VETERANS SERVICES</b>							
	PERSONNEL	6,500	6,630	6,630	0	6,630	0	0.00%
	EXPENSES	91,425	86,350	86,350	0	86,350	0	0.00%
	<b>TOTAL</b>	<b>97,925</b>	<b>92,980</b>	<b>92,980</b>	<b>0</b>	<b>92,980</b>	<b>0</b>	<b>0.00%</b>
545	<b>VETERANS GRAVES REG</b>							
	PERSONNEL	400	400	400	0	400	0	0.00%
	EXPENSES	2,000	2,000	2,000	0	2,000	0	0.00%
	<b>TOTAL</b>	<b>2,400</b>	<b>2,400</b>	<b>2,400</b>	<b>0</b>	<b>2,400</b>	<b>0</b>	<b>0.00%</b>
610	<b>PUBLIC LIBRARY</b>							
	PERSONNEL	143,000	155,700	177,257	338	184,204	28,504	18.31%
	EXPENSES	46,000	48,606	32,425	10,625	32,425	-16,181	-33.29%
	<b>TOTAL</b>	<b>189,000</b>	<b>204,306</b>	<b>209,682</b>	<b>10,963</b>	<b>216,629</b>	<b>12,323</b>	<b>6.03%</b>
630	<b>PARKS &amp; RECREATION</b>							
	PERSONNEL	0	0	0	0	0	0	0.00%
	EXPENSES	6,450	6,450	6,450	0	6,450	0	0.00%
	<b>TOTAL</b>	<b>6,450</b>	<b>6,450</b>	<b>6,450</b>	<b>0</b>	<b>6,450</b>	<b>0</b>	<b>0.00%</b>
691	<b>HISTORICAL COMM</b>							
	EXPENSES	950	950	950	0	950	0	0.00%
	<b>TOTAL</b>	<b>950</b>	<b>950</b>	<b>950</b>	<b>0</b>	<b>950</b>	<b>0</b>	<b>0.00%</b>
692	<b>MEMORIAL DAY COMM</b>							
	EXPENSES	3,000	3,000	3,000	0	3,000	0	0.00%
	<b>TOTAL</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>0</b>	<b>3,000</b>	<b>0</b>	<b>0.00%</b>
710	<b>MATURING DEBT PRINCIPAL</b>							
	EXPENSES	919,485	894,532	904,795	0	1,139,797	245,265	27.42%
	<b>TOTAL</b>	<b>919,485</b>	<b>894,532</b>	<b>904,795</b>	<b>0</b>	<b>1,139,797</b>	<b>245,265</b>	<b>27.42%</b>
751	<b>MATURING DEBT INTEREST</b>							
	EXPENSES	306,027	325,635	297,602	0	406,144	80,509	24.72%
	<b>TOTAL</b>	<b>306,027</b>	<b>325,635</b>	<b>297,602</b>	<b>0</b>	<b>406,144</b>	<b>80,509</b>	<b>24.72%</b>



DEPT #	DEPARTMENT NAME	FY2018 Budget	FY 2019 Budget	FY 2020 Initial	FY 2020 Supplemental	FY 2020 Town Administrator	\$ Change	% Change
752	TEMPORARY LOAN INTEREST							
	EXPENSES	18,933	94,647	64,000	0	33,255	-61,392	-64.86%
	<b>TOTAL</b>	<b>18,933</b>	<b>94,647</b>	<b>64,000</b>	<b>0</b>	<b>33,255</b>	<b>-61,392</b>	<b>-64.86%</b>
911	WORC REG RETIREMENT							
	EXPENSES	1,055,412	1,161,643	1,278,504	0	1,314,800	153,157	13.18%
	<b>TOTAL</b>	<b>1,055,412</b>	<b>1,161,643</b>	<b>1,278,504</b>	<b>0</b>	<b>1,314,800</b>	<b>153,157</b>	<b>13.18%</b>
912	WORKER COMPENSATION							
	EXPENSES	197,000	216,700	249,205	0	227,535	10,835	5.00%
	<b>TOTAL</b>	<b>197,000</b>	<b>216,700</b>	<b>249,205</b>	<b>0</b>	<b>227,535</b>	<b>10,835</b>	<b>5.00%</b>
913	UNEMPLOYMENT COMP							
	EXPENSES	66,510	66,650	66,650	0	66,650	0	0.00%
	<b>TOTAL</b>	<b>66,510</b>	<b>66,650</b>	<b>66,650</b>	<b>0</b>	<b>66,650</b>	<b>0</b>	<b>0.00%</b>
914	EMPLOYEE BENEFITS							
	PERSONNEL	3,052,161	3,266,089	3,446,139	0	3,363,285	97,196	2.98%
	<b>TOTAL</b>	<b>3,052,161</b>	<b>3,266,089</b>	<b>3,446,139</b>	<b>0</b>	<b>3,363,285</b>	<b>97,196</b>	<b>2.98%</b>
945	BONDING & INSURANCE							
	EXPENSES	146,200	100,586	110,645	0	110,645	10,059	10.00%
	<b>TOTAL</b>	<b>146,200</b>	<b>100,586</b>	<b>110,645</b>	<b>0</b>	<b>110,645</b>	<b>10,059</b>	<b>10.00%</b>
<b>TOTAL BUDGET</b>								
	PERSONNEL	6,749,974	7,141,489	7,368,427	151,558	7,335,420	193,931	2.72%
	EXPENSES	20,685,869	21,379,769	21,583,949	213,525	22,008,449	628,679	2.94%
	<b>TOTAL</b>	<b>27,435,843</b>	<b>28,521,258</b>	<b>28,952,376</b>	<b>365,083</b>	<b>29,343,868</b>	<b>822,610</b>	<b>2.88%</b>

Revenue allocation					
Gross Revenue	29,844,137	31,032,468	31,270,303		31,570,836
Less: Vocational	-1,078,000	-1,078,000	-1,078,000		-1,078,000
Less: TM Articles	-2,991	-39,365	-3,065		-3,065
Less: Cherry Cheet Charges	-1,323,189.00	-1,389,066.00	-1,232,083.00		-1,141,124.00
Less: Excess Capacity	-4,113	-4,779	-4,779		-4,779
Total	27,435,843	28,521,258	28,952,376		29,343,868
Difference	0	0	0		0

FY19/20 - FREE CASH - WORKING PLAN	
<b>CERTIFIED FREE CASH - June 30, 2018</b>	<b>\$ 805,670.00</b>
Vocational Tuition	\$ -
Repurposed warrant articles	\$ -
Free Cash Policy/Stabilization Fund Transfer	\$ 80,567.00
	725,103.00
<b>October 30 Special Town Meeting</b>	
Legal - Article 2	\$ 150,000.00
Reserve Fund replenishment - Article 2	\$ 20,000.00
Ambulance Engine - Article 4	\$ 16,300.00
<b>Annual Town Meeting - May 2019</b>	
Snow & Ice - Article 3	\$ -
Aerialscope Tower Truck - Payment 3/5 - Article xx	\$ 115,081.00
Backhoe Payment 3/3 - Article xx	\$ 41,000.00
Legal FY 2020	\$ 150,000.00
Snow and Ice Deficit	Unknown
Fund Two Police Cruisers - Article xx	\$ 82,588.00
Fund Closed Landfill - Article xx	\$ 18,000.00
Fund OPEB Trust - Article xx	35,000.00
Subtotal	\$ 627,969.00
<b>BALANCE</b>	<b>\$ 97,134.00</b>

FREE CASH POLICY CALCULATION		
<b>CERTIFIED FREE CASH - June 30, 2018</b>	<b>\$ 805,670.00</b>	
At Least...		Rev. Balance
10% shall be reserved and not appropriated	\$ 80,567.00	\$ 725,103.00
25% of the remaining free cash will be placed into the Stabilization Fund or...	\$ -	\$ 725,103.00
50% of the remaining free cash will be used to fund the capital budget	\$ 362,551.50	\$ 362,551.50
Remaining balance shall be utilized for additional one time needs for non-capital projects and items or shall remain not appropriated	\$ -	

**APPORTIONMENT OF CAPITAL/OPERATING**

	Capital	Operating
	\$ 362,551.50	\$ 362,551.50
<b>October 30 Special Town Meeting</b>		
Legal - Article 2	\$ -	\$ 150,000.00
Reserve Fund replenishment - Article 2	\$ 20,000.00	
Article 4 - Capital Improvements	\$ 16,300.00	
Aerialscope Tower Truck - Payment 3/5 Article xx	\$ 115,081.00	\$ -
Backhoe Payment 3/3 - Article xx	\$ 41,000.00	
Legal - FY 2020	\$ -	\$ 150,000.00
Snow and Ice Deficit	\$ -	Unknown
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Fund two Police Cruisers - Article xx	\$ -	\$ 82,588.00
Fund Closed Landfill Management - Article xx	\$ -	\$ 18,000.00
Fund OPEB Trust - Article xx	\$ -	\$ 35,000.00
Subtotal	\$ 192,381.00	\$ 435,588.00
Difference	\$ 170,170.50	\$ (73,036.50)
Budget adjustment	(73,036.50)	73,036.50
Available Balance	\$ 97,134.00	\$ -

Total Available funds **\$ 97,134.00**

Unfunded: Stormwater 50,000.00  
Unfunded: Cardiac Monitors \$ 103,893.00



**Town of Leicester**  
Town Hall, 3 Washburn Square  
Leicester, Massachusetts 01524-1333  
Phone: (508) 892-7000 Fax: (508) 892-7070  
[www.leicesterma.org](http://www.leicesterma.org)

## **TOWN OF LEICESTER BOARD & COMMITTEE APPOINTMENT POLICY**

*Adopted by the Select Board on June 11, 2018*

### **I. SCOPE OF POLICY**

This policy contains guidelines for the Select Board's appointments to volunteer boards and committees. It shall apply to all groups, organizations, commissions, boards and committees (hereinafter committees) whenever the Select Board are required to appoint the entire committee or any members thereof.

### **II. ADVERTISEMENT OF OPENINGS/RECRUITMENT**

Before making any appointment, the Town Administrator's office shall publicize a notice calling for volunteers on the Town website, through social media and through free local news media publications.

The notice shall specify the following:

1. The name of the committee;
2. Directions for applying;
3. A closing date for acceptance of applications;
4. A telephone number where information concerning the duties of the committee and the time commitment necessary may be obtained. Whenever possible, these notices shall be broadcast at least one month prior to the close date.

The Select Board is encouraged to recruit members for any committee position.

### **III. APPLICATIONS AND INTERVIEWS**

**New Volunteers:** Any registered voter may apply to be appointed to a committee. Interested citizens shall be directed to complete a Citizens Volunteer Form, including qualifications they would bring to the position. The Town Administrator's office shall forward each form received to the appropriate committee Chair. The committee shall interview the applicant at a public meeting and forward a written recommendation to the Town Administrator's office whenever possible. The Select Board reserves the right to make recommendations at their sole discretion when necessary.

The Select Board may interview new applicants for committee positions in public session and shall make their appointments in public session. Interviews shall focus on the qualifications of the applicant and the role of the committee. The chair of the committee shall be notified in writing of the interview date and time, relative to candidates for appointment to the committee for which he/she serves as chair and invited to attend the meeting.

**Incumbents:** As serving on committees often involves a significant amount of time in service to become a knowledgeable and useful member, present members will be given every consideration if they desire to be reappointed. Incumbents who wish to be reappointed must indicate so in writing to the Town Administrator's office by returning an annual Reappointment Form to be sent by mail or email. The Select Board shall consider their re-appointments in public session.

Citizens invited to serve on non-elected committees should:

1. Be people of competence, good will and sound, objective judgment;
2. Be truly interested in the welfare of Leicester and all of its residents;
3. Be mindful of the long-term as well as immediate impact of their decisions and recommendations;
4. Be willing and able to devote the time and energy necessary to fulfill their responsibilities.

It should be noted that “experience,” while desirable, is NOT a requirement. The Select Board would like to encourage all citizens to apply regardless of experience. When possible, the Board will seek variety in backgrounds, interests, ages, sex and geographic area to represent the community as a whole. All volunteers, along with public employees, must complete a brief online training program, in accordance with conflict of interest law, Massachusetts General Law Chapter 268A.

#### **IV. APPOINTMENTS**

All members of the Select Board shall receive copies of the submitted Citizen’s Volunteer Forms prior to filling each position. All committee appointments shall be based solely on merit and qualifications rather than political merit. Appointments shall be made in public session, as soon as possible after any necessary interviews have been conducted. A majority vote of the Board is required to appoint members. Appointments will normally be made only when all members of the Board are present.

#### **V. ALTERNATE APPOINTMENTS/LIST OF VOLUNTEERS**

Applicants are encouraged to apply for alternative appointments whenever there are vacancies on more than one committee. Applicants seeking alternative appointments should inform the Town Administrator’s office of their order of preference for appointment.

The Town Administrator’s office shall keep on file the applications of all applicants who are not appointed and shall contact them for interviews should a position they are interested in become available.

#### **VI. TERM OF APPOINTMENT**

The Town Administrator’s office shall inform appointees of the term of their appointment in writing. In cases where the term of appointment is not elsewhere defined, appointments shall be made for a term of one (1) year, or as determined by the Select Board, but in no case shall an appointment exceed three (3) years. The ordinary practice should be to make appointments for a one-year term. Whenever a vacancy occurs before the expiration of a term, the Select Board shall appoint a member to fill out the unexpired portion of the term. Per Town Bylaw Chapter 7, Section 6, a member of a board or committee absent three or more posted meetings may be deemed by the Chair to have vacated his or her position. This vacancy shall be reported to the Town Clerk.

#### **VII. REAPPOINTMENTS**

Members in good standing may be reappointed at the discretion of the Select Board upon submitting a new Citizen’s Volunteer Form in accordance with the procedures set forth in this policy.

#### **VIII. SCHEDULE OF ANNUAL APPOINTMENTS**

The Select Board shall endeavor to set all term expiration dates on June 30th unless otherwise defined by statute, bylaw or other rule. Appointments for terms beginning July 1 shall be made after the Annual Town Election.





## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Jason Brockway

EMAIL ADDRESS: \_\_\_\_\_

Are you a citizen? ☒ Yes ☐ No

Are you a registered voter? ☒ Yes ☐ No

- ☒ Advisory/Finance Committee
- ☐ Agricultural Commission
- ☐ Arts Council
- ☒ Bandstand Committee
- ☐ Burncoat Park Planning Committee
- ☐ By-law Committee
- ☐ Capital Improvement Planning Comm.
- ☐ Commission on Disabilities
- ☐ Conservation Commission
- ☐ Other \_\_\_\_\_

- ☐ Economic Development Committee
- ☐ Historical Commission
- ☐ Memorial Day Committee
- ☐ Parks and Recreation Committee
- ☐ Personnel Board
- ☐ Recycling Committee
- ☒ Road Conversion Committee
- ☐ Storm Water Committee
- ☐ Zoning Board of Appeals

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

- ☒ Four ☐ Two ☐ One ☐ Less than one

Are you available for evening meetings?

- ☐ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

- ☒ Yes ☐ No

If not, when are you **NOT** available?

- ☐ Winter ☐ Spring ☐ Summer ☐ Autumn

Current student Midway through senior year at Southern New Hampshire  
**EDUCATION:** University Accounting and Finance

Shepherd Hill graduate 2006

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

*Town of Leicester:* Are you currently or have you ever been employed by the Town? ☐ Yes ☒ No

If yes, state position(s) and date(s): \_\_\_\_\_

*Other Experience: Start with present or last job (include title) and military service assignments.  
Exclude organizations' names which indicate race, religion, sex, or national origin.*

M&M Excavators Webster, MA truck driver. 2010-present

**COMMENTS:** Please tell us why you are interested in serving on the committees noted and any additional comments you may have: I will be graduating college in December and would like to  
Use my Knowledge to help the town while also gaining some real world experience .

*Sometimes there is a short-term need for special background skills.*

Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

*I possess the following training or experience:*

- |                                                   |                                                    |                                                             |
|---------------------------------------------------|----------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Architecture             | <input type="checkbox"/> Communications            | <input type="checkbox"/> Computer Technology                |
| <input checked="" type="checkbox"/> Construction  | <input type="checkbox"/> Economics                 | <input type="checkbox"/> Education                          |
| <input type="checkbox"/> Engineering, Civil       | <input type="checkbox"/> Engineering, Electronic   | <input checked="" type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts                 | <input type="checkbox"/> Government Contracts               |
| <input type="checkbox"/> Health Care              | <input type="checkbox"/> Historic Activities       | <input type="checkbox"/> Human Services                     |
| <input type="checkbox"/> Insurance                | <input type="checkbox"/> Land Use Planning         | <input type="checkbox"/> Grant Writing                      |
| <input type="checkbox"/> Law                      | <input type="checkbox"/> Management                | <input type="checkbox"/> Personnel Administration           |
| <input type="checkbox"/> Property Appraisal       | <input type="checkbox"/> Public Relations          | <input type="checkbox"/> Real Estate                        |
| <input type="checkbox"/> Science                  | <input type="checkbox"/> Statistics                | <input type="checkbox"/> Survey Research                    |
| <input type="checkbox"/> Systems Analysis         | <input checked="" type="checkbox"/> Transportation |                                                             |

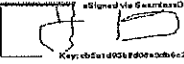
Other Skills & Interests: \_\_\_\_\_

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

**Position/Activity**

**Date(s)**

**City or Town**

_____	_____	_____
_____	_____	_____
_____	_____	_____
 <small>Key: cb5e1d03f9d0f3db6e2b82316e08m</small>		06/14/2018
<b>Signature of Applicant</b>		<b>Date</b>

*Thank you for your interest in serving the Town of Leicester*

sent to COA + Bylaw  
Comm 7/16/18



## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Katherine Flynn

ADDRESS:

EMAIL ADDRESS:

Are you a citizen? ☒ Yes ☐ No

Are you a registered voter? ☒ Yes ☐ No

- ☐ Advisory/Finance Committee
- ☐ Agricultural Commission
- ☐ Arts Council
- ☐ Bandstand Committee
- ☐ Burncoat Park Planning Committee
- ☒ By-law Committee
- ☐ Capital Improvement Planning Comm.
- ☐ Commission on Disabilities
- ☐ Conservation Commission
- ☐ Other

- ☐ Economic Development Committee
- ☐ Historical Commission
- ☐ Memorial Day Committee
- ☐ Parks and Recreation Committee
- ☒ Personnel Board
- ☐ Recycling Committee
- ☐ Road Conversion Committee
- ☐ Storm Water Committee
- ☒ Zoning Board of Appeals

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☐ Four ☒ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

If not, when are you **NOT** available?

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

Associates from Becker Animal Science

### EDUCATION:

Bachelors Psychology - Worcester State

3 classes away from Masters in Education - Walden

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

*Town of Leicester:* Are you currently or have you ever been employed by the Town? ☐ Yes ☒ No

If yes, state position(s) and date(s): \_\_\_\_\_

*Other Experience: Start with present or last job (include title) and military service assignments. Exclude organizations' names which indicate race, religion, sex, or national origin.*

Project Coordinator - installed services

Program Supervisor - group home

Lead Teacher - Current - private school non profit

**COMMENTS:** Please tell us why you are interested in serving on the committees noted and any additional comments you may have: I am interested in supporting the best interests of the tax

***Sometimes there is a short-term need for special background skills.***

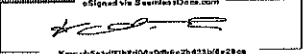
Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

***I possess the following training or experience:***

- |                                                              |                                                      |                                                              |
|--------------------------------------------------------------|------------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Architecture                        | <input checked="" type="checkbox"/> Communications   | <input type="checkbox"/> Computer Technology                 |
| <input type="checkbox"/> Construction                        | <input type="checkbox"/> Economics                   | <input type="checkbox"/> Education                           |
| <input type="checkbox"/> Engineering, Civil                  | <input type="checkbox"/> Engineering, Electronic     | <input type="checkbox"/> Engineering, Mechanical             |
| <input checked="" type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts                   | <input type="checkbox"/> Government Contracts                |
| <input type="checkbox"/> Health Care                         | <input type="checkbox"/> Historic Activities         | <input type="checkbox"/> Human Services                      |
| <input type="checkbox"/> Insurance                           | <input type="checkbox"/> Land Use Planning           | <input checked="" type="checkbox"/> Grant Writing            |
| <input type="checkbox"/> Law                                 | <input type="checkbox"/> Management                  | <input checked="" type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal                  | <input checked="" type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate                         |
| <input checked="" type="checkbox"/> Science                  | <input type="checkbox"/> Statistics                  | <input type="checkbox"/> Survey Research                     |
| <input type="checkbox"/> Systems Analysis                    | <input type="checkbox"/> Transportation              |                                                              |

Other Skills & Interests: \_\_\_\_\_

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

Position/Activity	Date(s)	City or Town
_____	_____	_____
_____	_____	_____
_____	_____	_____
 <small>eSigned via DocuSign.com Key: 1b5fa1d21b4d0a0d06e2b021b4e280a</small>		06/14/2018
<b>Signature of Applicant</b>		<b>Date</b>

*Thank you for your interest in serving the Town of Leicester*





• sent to Bylaw 7/16  
• sent to San Parke  
Keep Leic. Green } 7/17  
• sent to Ho (Stormwater) } 7/17  
• sent to B. Knox (on com) } 7/17

## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Suzanne Sears

ADDRESS: Leicester, Ma  
01524

EMAIL ADDRESS: \_\_\_\_\_

Are you a citizen? ☒ Yes ☐ No Are you a registered voter? ☒ Yes ☐ No

- |                                                                       |                                                           |
|-----------------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Advisory/Finance Committee                   | <input type="checkbox"/> Economic Development Committee   |
| <input type="checkbox"/> Agricultural Commission                      | <input type="checkbox"/> Historical Commission            |
| <input type="checkbox"/> Arts Council                                 | <input type="checkbox"/> Memorial Day Committee           |
| <input type="checkbox"/> Bandstand Committee                          | <input type="checkbox"/> Parks and Recreation Committee   |
| <input type="checkbox"/> Burncoat Park Planning Committee             | <input type="checkbox"/> Personnel Board                  |
| <input checked="" type="checkbox"/> By-law Committee                  | <input type="checkbox"/> Recycling Committee              |
| <input type="checkbox"/> Capital Improvement Planning Comm.           | <input type="checkbox"/> Road Conversion Committee        |
| <input type="checkbox"/> Commission on Disabilities                   | <input checked="" type="checkbox"/> Storm Water Committee |
| <input checked="" type="checkbox"/> Conservation Commission           | <input type="checkbox"/> Zoning Board of Appeals          |
| <input checked="" type="checkbox"/> Other <u>Keep Leicester Green</u> |                                                           |

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☐ Four ☒ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

If not, when are you **NOT** available?

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

Enrolled in classes at Santa Barbra City College for a degree in Cancer  
**EDUCATION:** Information Management. Have been doing this while raising 3 children.

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

*Town of Leicester:* Are you currently or have you ever been employed by the Town? ☐ Yes ☒ No

If yes, state position(s) and date(s): \_\_\_\_\_

*Other Experience:* Start with present or last job (include title) and military service assignments.  
Exclude organizations' names which indicate race, religion, sex, or national origin.

Oncology Data Consultant for NThrive inc for the last 10 years. Also waitress at Tiny Tim's

**COMMENTS:** Please tell us why you are interested in serving on the committees noted and any additional comments you may have: I would like to further serve my community in the areas I

***Sometimes there is a short-term need for special background skills.***


Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

***I possess the following training or experience:***

- |                                                   |                                                  |                                                              |
|---------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Architecture             | <input type="checkbox"/> Communications          | <input checked="" type="checkbox"/> Computer Technology      |
| <input type="checkbox"/> Construction             | <input type="checkbox"/> Economics               | <input type="checkbox"/> Education                           |
| <input type="checkbox"/> Engineering, Civil       | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical             |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts               | <input type="checkbox"/> Government Contracts                |
| <input checked="" type="checkbox"/> Health Care   | <input type="checkbox"/> Historic Activities     | <input checked="" type="checkbox"/> Human Services           |
| <input checked="" type="checkbox"/> Insurance     | <input type="checkbox"/> Land Use Planning       | <input checked="" type="checkbox"/> Grant Writing            |
| <input type="checkbox"/> Law                      | <input type="checkbox"/> Management              | <input checked="" type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal       | <input type="checkbox"/> Public Relations        | <input checked="" type="checkbox"/> Real Estate              |
| <input type="checkbox"/> Science                  | <input checked="" type="checkbox"/> Statistics   | <input type="checkbox"/> Survey Research                     |
| <input type="checkbox"/> Systems Analysis         | <input type="checkbox"/> Transportation          |                                                              |

Other Skills & Interests: Health and the Environment, Gardening, Small plot Farming, Cancer MSBA building process, Facilities management,

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

<b>Position/Activity</b>	<b>Date(s)</b>	<b>City or Town</b>
Recycling Center	Current	Leicester
AG Comm	Current	Leicester
		06/26/2018
<b>Signature of Applicant</b>		<b>Date</b>

*Thank you for your interest in serving the Town of Leicester*

sent to COO 2/26



## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Rachel Lyon

ADDRESS: \_\_\_\_\_

Are you a registered voter? ☐ Yes ☐ No

- |                                                                |                                                                    |
|----------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Advisory/Finance Committee            | <input type="checkbox"/> Economic Development Committee            |
| <input type="checkbox"/> Agricultural Commission               | <input type="checkbox"/> Historical Commission                     |
| <input type="checkbox"/> Arts Council                          | <input type="checkbox"/> Memorial Day Committee                    |
| <input type="checkbox"/> Bandstand Committee                   | <input checked="" type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Burncoat Park Planning Committee      | <input type="checkbox"/> Personnel Board                           |
| <input type="checkbox"/> By-law Committee                      | <input type="checkbox"/> Recycling Committee                       |
| <input type="checkbox"/> Capital Improvement Planning Comm.    | <input type="checkbox"/> Road Conversion Committee                 |
| <input checked="" type="checkbox"/> Commission on Disabilities | <input type="checkbox"/> Storm Water Committee                     |
| <input type="checkbox"/> Conservation Commission               | <input type="checkbox"/> Zoning Board of Appeals                   |
| <input type="checkbox"/> Other _____                           |                                                                    |

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

- ☐ Four ☒ Two ☐ One ☐ Less than one

Are you available for evening meetings?

- ☒ Monday ☐ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

- ☒ Yes ☐ No

If not, when are you **NOT** available?

- ☐ Winter ☐ Spring ☐ Summer ☐ Autumn

GED, Some college

EDUCATION: \_\_\_\_\_

(Please complete reverse side)

**Town of Leicester:** Are you currently or have you ever been employed by the Town? ☐ Yes ☒ No

Billing- CK Smith, Receiving- Hudson Distributors, Customer Service- Staples Corporate

*Thank you for your interest in serving the Town of Leicester*





sent to COD 8/22

## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Alicia N Adell  
ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

Are you a citizen? ☒ Yes ☐ No

Are you a registered voter? ☒ Yes ☐ No

- ☐ Advisory/Finance Committee
- ☐ Agricultural Commission
- ☐ Arts Council
- ☐ Bandstand Committee
- ☐ Burncoat Park Planning Committee
- ☐ By-law Committee
- ☐ Capital Improvement Planning Comm.
- ☒ Commission on Disabilities
- ☐ Conservation Commission
- ☐ Other \_\_\_\_\_

- ☐ Economic Development Committee
- ☐ Historical Commission
- ☐ Memorial Day Committee
- ☐ Parks and Recreation Committee
- ☐ Personnel Board
- ☐ Recycling Committee
- ☐ Road Conversion Committee
- ☐ Storm Water Committee
- ☐ Zoning Board of Appeals

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

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Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

If not, when are you **NOT** available?

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: See attached Resume

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

Town of Leicester: Are you currently or have you ever been employed by the Town? ☒ Yes ☐ No

If yes, state position(s) and date(s): Outreach coordinator 2-15-9-2016

Other Experience: Start with present or last job (include title) and military service assignments.  
Exclude organizations' names which indicate race, religion, sex, or national origin.

The Center For Living and Working - Worcester, MA  
Fraternal Order of Eagles

**COMMENTS:** Please tell us why you are interested in serving on the committees noted and any additional comments you may have: As an individual with a disability

(a hearing aids), I would like to help others in my  
community.

**Sometimes there is a short-term need for special background skills.**

Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

**I possess the following training or experience:**

- |                                                          |                                                  |                                                    |
|----------------------------------------------------------|--------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Architecture                    | <input type="checkbox"/> Communications          | <input type="checkbox"/> Computer Technology       |
| <input type="checkbox"/> Construction                    | <input type="checkbox"/> Economics               | <input type="checkbox"/> Education                 |
| <input type="checkbox"/> Engineering, Civil              | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical   |
| <input type="checkbox"/> Financial Administration        | <input type="checkbox"/> Fine Arts               | <input type="checkbox"/> Government Contracts      |
| <input checked="" type="checkbox"/> Health Care          | <input type="checkbox"/> Historic Activities     | <input checked="" type="checkbox"/> Human Services |
| <input checked="" type="checkbox"/> Insurance disability | <input type="checkbox"/> Land Use Planning       | <input type="checkbox"/> Grant Writing             |
| <input type="checkbox"/> Law                             | <input type="checkbox"/> Management              | <input type="checkbox"/> Personnel Administration  |
| <input type="checkbox"/> Property Appraisal              | <input type="checkbox"/> Public Relations        | <input type="checkbox"/> Real Estate               |
| <input type="checkbox"/> Science                         | <input type="checkbox"/> Statistics              | <input type="checkbox"/> Survey Research           |
| <input type="checkbox"/> Systems Analysis                | <input type="checkbox"/> Transportation          |                                                    |

Other Skills & Interests: \_\_\_\_\_

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

Position/Activity	Date(s)	City or Town
<u>Fraternal Order of Eagles</u>	<u>5-18 to present</u>	<u>Leicester, MA</u>
_____	_____	_____
_____	_____	_____

Ch Nashell  
Signature of Applicant

7-30-18  
Date

Thank you for your interest in serving the Town of Leicester

## Education

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Anna Maria College, Paxton, MA  
*Master of Arts, Counseling Psychology*  
Worcester State College, Worcester, MA  
*Bachelor of Arts, Psychology*  
*Licensed Social Worker, Associate*

## Work Experience

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Center For Living and Working IL Skills Trainer	Worcester, MA 10/2016 to Present
----------------------------------------------------	-------------------------------------

- Provide information to persons with disabilities on disability-related topics and independent living services and make appropriate referrals to other agencies for services not provided by CLW.
- Provide intake and assessment services for individuals needing IL services to determine, with the consumer, the services to be provided.
- Assist consumer in identifying other community resources that may strengthen their choice for independence.
- Complete an Independent Living Plan (ILP) for each IL consumer in which the consumer determines the goals on which she/he would like to work (or have consumer sign a waiver declining participation in ILP).
- Provide skills training, peer counseling, education and advocacy to consumers focusing on goals identified in the ILP.
- Maintain up to date consumer service records and follow-up on referrals.
- Submit required paperwork and data entry on a timely basis according to departmental and agency guidelines.
- Troubleshoot for and with the consumer regarding issues with their independence which could include one or more of the four core services: peer support, skills training, advocacy and information and referral.

Leicester Senior Center – Counsel on Aging	Leicester, MA 2/2015 – 09/2016
--------------------------------------------	-----------------------------------

- Provide outreach services to those in the community who suffer from mental health issues
- Assist in answering phones and provide intake and referral to appropriate agencies
- Maintain confidentiality when services individuals and abide by HIPPA regulations
- Assist Outreach Coordinator with various concerns, programs that affect our elder population

21 <sup>st</sup> Century Oncology/Radiation Biller & Coder	Southbridge, MA, 3/2011-9/2011
---------------------------------------------------------------	-----------------------------------

- Manage the billing & coding for 3 offices which perform 3D therapeutic radiology, computed radiology, and treatment services
- Code basic Radiation Dosimetry and work with the Physics and Radiation Therapist to ensure that various treatments were coded correctly
- Follow policy guidelines regarding timely signatures for procedures performed by physicians and the Radiation Therapist
- Review physician consultation notes, referring physician notes, and pathology/laboratory notes to determine the correct diagnosis to code
- Maintain weekly/monthly bill/treatment reports
- Review and correct any "explanation of benefits" issues

Unum Insurance Company  
*Disability Benefits Specialist*

Worcester, MA  
2001-2009

- Reviewed disability claims to determine liability. Communicate with customers via telephone and written communication regarding their policies and any policy issues
- Interface with Vocational Services, Financial Unit, Legal Department, and in-house physicians and nurses
- Referred claims to Special Investigations Unit when necessary
- Maintained 200+ claims that involved long term clients with no possibility of return to work as well as those clients who were terminally ill

#### **Skills**

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Data Entry (7000 keystrokes/hour), third party billing, MS Office, HIPPA trained, customer service, familiar with medical terminology, basic ICD-9-CM, CPT & HCPCS





SENT TO CDD

3/27

## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Sara Underwood

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

Are you a citizen? ☒ Yes ☐ No

Are you a registered voter? ☒ Yes ☐ No

- ☐ Advisory/Finance Committee
- ☐ Agricultural Commission
- ☐ Arts Council
- ☐ Bandstand Committee
- ☐ Burncoat Park Planning Committee
- ☐ By-law Committee
- ☐ Capital Improvement Planning Comm.
- ☒ Commission on Disabilities
- ☐ Conservation Commission
- ☐ Other \_\_\_\_\_

- ☐ Economic Development Committee
- ☐ Historical Commission
- ☐ Memorial Day Committee
- ☐ Parks and Recreation Committee
- ☐ Personnel Board
- ☐ Recycling Committee
- ☐ Road Conversion Committee
- ☐ Storm Water Committee
- ☐ Zoning Board of Appeals

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☐ Four ☒ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

If not, when are you **NOT** available?

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

High School, Bancroft School

EDUCATION: \_\_\_\_\_

College - Vassar College, B.A.

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

Town of Leicester: Are you currently or have you ever been employed by the Town? ☐ Yes ☒ No

If yes, state position(s) and date(s): \_\_\_\_\_

*Other Experience: Start with present or last job (include title) and military service assignments.  
Exclude organizations' names which indicate race, religion, sex, or national origin.*

Garlock Printing and Converting - Estimator

Worcester Envelope

Classic Envelope

**COMMENTS:** Please tell us why you are interested in serving on the committees noted and any additional comments you may have: I'm interested in making my community a more welcoming

***Sometimes there is a short-term need for special background skills.***

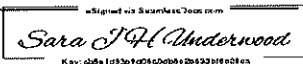
Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

***I possess the following training or experience:***

- |                                                   |                                                  |                                                   |
|---------------------------------------------------|--------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Architecture             | <input type="checkbox"/> Communications          | <input type="checkbox"/> Computer Technology      |
| <input type="checkbox"/> Construction             | <input type="checkbox"/> Economics               | <input type="checkbox"/> Education                |
| <input type="checkbox"/> Engineering, Civil       | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical  |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts               | <input type="checkbox"/> Government Contracts     |
| <input type="checkbox"/> Health Care              | <input type="checkbox"/> Historic Activities     | <input type="checkbox"/> Human Services           |
| <input type="checkbox"/> Insurance                | <input type="checkbox"/> Land Use Planning       | <input type="checkbox"/> Grant Writing            |
| <input type="checkbox"/> Law                      | <input type="checkbox"/> Management              | <input type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal       | <input type="checkbox"/> Public Relations        | <input type="checkbox"/> Real Estate              |
| <input type="checkbox"/> Science                  | <input type="checkbox"/> Statistics              | <input type="checkbox"/> Survey Research          |
| <input type="checkbox"/> Systems Analysis         | <input type="checkbox"/> Transportation          |                                                   |

Other Skills & Interests: \_\_\_\_\_

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

Position/Activity	Date(s)	City or Town
_____	_____	_____
_____	_____	_____
_____	_____	_____
 <small>Signed via ScanlessSign.com Key: d661d33e4d05c2d6b62b4323f6e01ca</small>		03/24/2018
<b>Signature of Applicant</b>		<b>Date</b>

*Thank you for your interest in serving the Town of Leicester*

sent to concom 1/30/19



## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Glenda Williamson

ADDRESS: Leicester, MA  
01524

EMAIL ADDRESS: \_\_\_\_\_

Are you a citizen? ☒ Yes ☐ No

Are you a registered voter? ☒ Yes ☐ No

- |                                                                |                                                                    |
|----------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Advisory/Finance Committee | <input type="checkbox"/> Economic Development Committee            |
| <input type="checkbox"/> Agricultural Commission               | <input type="checkbox"/> Historical Commission                     |
| <input type="checkbox"/> Arts Council                          | <input type="checkbox"/> Memorial Day Committee                    |
| <input type="checkbox"/> Bandstand Committee                   | <input checked="" type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Burncoat Park Planning Committee      | <input type="checkbox"/> Recycling Committee                       |
| <input type="checkbox"/> Bylaw Committee                       | <input type="checkbox"/> Road Conversion Committee                 |
| <input type="checkbox"/> Capital Improvement Planning Comm.    | <input type="checkbox"/> Stormwater Committee                      |
| <input type="checkbox"/> Commission on Disabilities            | <input type="checkbox"/> Zoning Board of Appeals                   |
| <input checked="" type="checkbox"/> Conservation Commission    | <input type="checkbox"/> Other _____                               |

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☐ Four ☐ Two ☒ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

If not, when are you **NOT** available?

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: \_\_\_\_\_

State University of NY College at Brockport Biology Degree, MACC Fundamentals

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

*Town of Leicester:* Are you currently or have you ever been employed by the Town? ☒ Yes ☐ No

If yes, state position(s) and date(s): Conservation Administrator 1/2010 to 2/2011

*Other Experience:* Start with present or last job (include title) and military service assignments.  
Exclude organizations' names which indicate race, religion, sex, or national origin.

Conservation Agent - Town of Holden 8/2016 to present, Environmental Scientist, Tighe &

**COMMENTS:** Please tell us why you are interested in serving on the committees noted and any additional comments you may have: I believe that my experience and knowledge of wetlands

***Sometimes there is a short-term need for special background skills.***


Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

***I possess the following training or experience:***

- |                                                   |                                                       |                                                   |
|---------------------------------------------------|-------------------------------------------------------|---------------------------------------------------|
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| <input type="checkbox"/> Construction             | <input type="checkbox"/> Economics                    | <input type="checkbox"/> Education                |
| <input type="checkbox"/> Engineering, Civil       | <input type="checkbox"/> Engineering, Electronic      | <input type="checkbox"/> Engineering, Mechanical  |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts                    | <input type="checkbox"/> Government Contracts     |
| <input type="checkbox"/> Health Care              | <input type="checkbox"/> Historic Activities          | <input type="checkbox"/> Human Services           |
| <input type="checkbox"/> Insurance                | <input checked="" type="checkbox"/> Land Use Planning | <input type="checkbox"/> Grant Writing            |
| <input type="checkbox"/> Law                      | <input type="checkbox"/> Management                   | <input type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal       | <input type="checkbox"/> Public Relations             | <input type="checkbox"/> Real Estate              |
| <input checked="" type="checkbox"/> Science       | <input type="checkbox"/> Statistics                   | <input type="checkbox"/> Survey Research          |
| <input type="checkbox"/> Systems Analysis         | <input type="checkbox"/> Transportation               |                                                   |

Other Skills & Interests: open Space conservation, trails, conservation restriction monitoring, Vice President, Common Ground Land Trust 9/2011 to Fall 2018

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

<b>Position/Activity</b>	<b>Date(s)</b>	<b>City or Town</b>
<u>Board Member ConsComm</u>	<u>6/2006 to 2/2012</u>	<u>Leicester</u>
<u>Stormwater Committee</u>	<u>2/2004 to 2006</u>	<u>Leicester</u>
<u>Master Plan Committee/Wetland</u>	<u>2004-2008</u>	<u>Leicester</u>
 <small>eSigned via eSignFreeDoc.com Key: c05a1d93b6b0ba9ab6a2cb033b0a28ca</small>		<u>01/30/2019</u>
<b>Signature of Applicant</b>		<b>Date</b>

*Thank you for your interest in serving the Town of Leicester*



July 13, 2015

## **Vision Statement**

The Town of Leicester will be an evolving and sustainable community of engaged residents enjoying a high quality of life that celebrates and preserves our rich history.

## **Goals**

Bolster the Town's tax base by enabling commercial and residential development

Near term focus on...

- Increase commercial, residential and mixed use properties
  - Create the appropriate mix of residential housing and density
  - Foster other desirable land use categories including agriculture, conservation and preservation
- Work with the Planning Board to review related bylaws, recommend changes and develop planning strategies
- Enable and promote commercial development along major roadways
- Reduce impact of blighted properties

Enhance communication with residents and stakeholders to help ensure insight into the operations of the Town, aid in community involvement and continue to build productive relationships

Near term focus on...

- Update and educate the public on current status of and vision for financial and capital goals
- Build general community awareness and involvement
- Improve relationship with Becker College (especially regarding Leicester Center)
- Continue open relationships with boards and committees

Develop the infrastructure and services of the Town to improve the quality of life of residents and enable desired development

Near term focus on...

- Public Facilities
  - Fire Station
- Wet/Dry Utilities
  - Water/Wastewater
- Recreation

- Review current assets and develop strategies for better utilization of recreational space
  - Provide more programs
- Protect historic character of the community

Continually assess and improve the operations of the Town to ensure the most effective, efficient and modern practices are used in the delivery of services to residents and stakeholders

Near term focus on...

- Staff development
- Business processes
- Utilize technology to enhance and improve operations including how we interact with residents
- Support the School Committee in improving K-12 education

## **Executive Session Motion**

### **Board Member 1**

I move to go into Executive Session under MGL Chapter 30A, Section 21(a) under

- Exceptions 3 & 7 To discuss strategy with respect to litigation (BSI Litigation); meeting with Town Counsel pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007) to discuss pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885CV00985

The Board will reconvene in open session only for the purpose of adjournment.

### **Board Member 2**

Second

### **Chairperson**

To discuss these matters in open session would compromise the position of the Town, the Chair so declares.

## **VOTE BY ROLL CALL**