



AMENDED
PUBLIC NOTICE POSTING REQUEST
OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: April 22, 2019

TIME: 6:30pm

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

REQUESTED BY: David Genereux

*Agenda packet and associated documents can be found at 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***

1. SCHEDULED ITEMS

- a. 6:30pm – Hazard Mitigation Plan Presentation, Review and Adoption
- b. 6:45pm – National Grid Utility Discussion
- c. 7:00pm – Moose Hill Water Commission Discussion

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

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

4. RESIGNATIONS & APPOINTMENTS

- a. [Resignation – David Orth – Zoning Board of Appeals](#)
- b. [Resignation – Jared Sharp – Veterans Services Officer](#)
- c. [Appointment – Light Equipment Operator – Leicester Highway Department](#)
- d. [Appointment – Board of Fire Engineers](#)
- e. [Appointment – Per Diem EMT-Basic – Eli Seiser](#)
- f. [Appointment – Per Diem EMT-Basic – Callie Mathieu](#)
- g. [Appointment – Per Diem Paramedic – Paul Latino](#)
- h. [Appointment – Department Assistant, Treasurer/Collector Office – Wanda Merced \(lateral transfer\)](#)
- i. [Appointment – Dawn Marttila – Conservation Commission](#)
- j. [Board/Committee Application – Allison Nadel – Commission on Disabilities](#)
- k. [Board/Committee Application – Rachel Lyon – Commission on Disabilities](#)

5. OTHER BUSINESS

- a. [Vote and Sign Annual Town Meeting Warrant](#)
- b. [Becker One Day Beer/Wine Permit Request – May 2nd and 3rd, 2019](#)
- c. [Common Victualler License – Crossroads Marketplace – 1060 Main Street](#)
- d. [Senior Center Donation](#)
- e. [Ambulance Donation](#)
- f. [Parks and Rec Donation](#)
- g. [Contract – MassDOT – Opticom](#)

6. MINUTES

- a. [April 1, 2019](#)

ADJOURN

LOCAL MITIGATION PLAN REVIEW TOOL

Jurisdiction Name & State: Town of Leicester, MA

The *Local Mitigation Plan Review Tool* demonstrates how the Local Mitigation Plan meets the regulation in 44 CFR §201.6 and offers States and FEMA Mitigation Planners an opportunity to provide feedback to the community.

- The Regulation Checklist provides a summary of FEMA's evaluation of whether the Plan has addressed all requirements.
- The Plan Assessment identifies the plan's strengths as well as documents areas for future improvement.
- The Multi-jurisdiction Summary Sheet is an optional worksheet that can be used to document how each jurisdiction met the requirements of each Element of the Plan (Planning Process; Hazard Identification and Risk Assessment; Mitigation Strategy; Plan Review, Evaluation, and Implementation; and Plan Adoption).

The FEMA Mitigation Planner must reference this *Local Mitigation Plan Review Guide* when completing the *Local Mitigation Plan Review Tool*.

Jurisdiction: Town of Leicester, MA	Title of Plan: Leicester Hazard Mitigation Plan Update	Date of Plan: 1/18/2019
Single or Multi-jurisdiction plan? Single-jurisdiction		New Plan or Plan Update?
Regional Point of Contact: Peter Peloquin Assistant Planner Central Mass. Regional Planning Commission 1 Mercantile St. Suite 520 Worcester, MA 01604 508-756-7717 EXT 124 ppeloquin@cmrpc.org		Local Point of Contact: Christopher Montiverdi Emergency Management Director Town of Leicester, MA 3 Washburn Square Leicester, MA 01524 cmontiverdi@holdenma.gov Cc: David Genereux, Town Administrator genereuxd@leicesterma.org

State Reviewer: Jeffrey Zukowski	Title: Hazard Mitigation Planner	Date: 3/6/2019
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FEMA Reviewer: Joshua Vidmar Melissa Surette	Title: CERC FEMA	Date: 3/25/2019 3/26/2019
Date Received in FEMA Region I	3/6/2019	
Plan Not Approved		
Plan Approvable Pending Adoption	3/26/2019	
Plan Approved		

SECTION 1: REGULATION CHECKLIST

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
ELEMENT A. PLANNING PROCESS				
A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement §201.6(c)(1))	Acknowledgements; Sec. 2, pp. 3-7; App. B; App. C	X		
A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? (Requirement §201.6(b)(2))	Sec. 2, pp. 3-7; App. B; App. C	X		
A3. Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1))	Sec. 2, pp. 5-7; App. B; App. C	X		
A4. Does the Plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3))	Sec. 8, pp. 77-78	X		
A5. Is there discussion of how the community(ies) will continue public participation in the plan maintenance process? (Requirement §201.6(c)(4)(iii))	Sec. 8, p. 78-80	X		
A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? (Requirement §201.6(c)(4)(i))	Sec. 8, pp. 78-80	X		
ELEMENT A: REQUIRED REVISIONS				
ELEMENT B. HAZARD IDENTIFICATION AND RISK ASSESSMENT				
B1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction(s)? (Requirement §201.6(c)(2)(i))	Sec. 4, pp. 8-55 App. A	X		
B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))	Sec. 4, pp. 8-55	X		
B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))	Sec. 4, pp. 8-55; Sec. 5, pp. 55-	X		
B4. Does the Plan address NFIP insured structures within the jurisdiction that have been repetitively damaged by floods? (Requirement §201.6(c)(2)(ii))	Sec. 4, p. 29; Sec. 6, p. 63	X		
ELEMENT B: REQUIRED REVISIONS				

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
ELEMENT C. MITIGATION STRATEGY				
C1. Does the plan document each jurisdiction's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3))	Sec. 6, pp. 62-66	X		
C2. Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii))	Sec. 6, p. 63	X		
C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement §201.6(c)(3)(i))	Sec. 7, p. 71	X		
C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement §201.6(c)(3)(ii))	Sec. 7, pp. 71-76	X		
C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))	Sec. 7, pp. 67-76	X		
C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement §201.6(c)(4)(ii))	Sec. 8, pp. 77-80	X		
ELEMENT C: REQUIRED REVISIONS				
ELEMENT D. PLAN REVIEW, EVALUATION, AND IMPLEMENTATION (applicable to plan updates only)				
D1. Was the plan revised to reflect changes in development? (Requirement §201.6(d)(3))	Sec. 5, p. 61	X		
D2. Was the plan revised to reflect progress in local mitigation efforts? (Requirement §201.6(d)(3))	App. G	X		
D3. Was the plan revised to reflect changes in priorities? (Requirement §201.6(d)(3))	App. G	X		
ELEMENT D: REQUIRED REVISIONS				
ELEMENT E. PLAN ADOPTION				
E1. Does the Plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? (Requirement §201.6(c)(5))	App. D			

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
E2. For multi-jurisdictional plans, has each jurisdiction requesting approval of the plan documented formal plan adoption? (Requirement §201.6(c)(5))				
<u>ELEMENT E: REQUIRED REVISIONS</u>				
ELEMENT F. ADDITIONAL STATE REQUIREMENTS (OPTIONAL FOR STATE REVIEWERS ONLY; NOT TO BE COMPLETED BY FEMA)				
F1.				
F2.				
<u>ELEMENT F: REQUIRED REVISIONS</u>				

SECTION 2: PLAN ASSESSMENT

A. Plan Strengths and Opportunities for Improvement

This section provides a discussion of the strengths of the plan document and identifies areas where these could be improved beyond minimum requirements.

Element A: Planning Process

Strengths:

- The planning process is well documented and includes a detailed schedule of the events and meetings that contributed to development of the plan.
- The main body of the plan references the appendices, making it easy for the reader to locate attached materials.
- The plan's risk assessment and mitigation strategy are well connected, making it clear how the community plans to reduce vulnerabilities.

Opportunities for Improvement:

- Provide more detail about what public and stakeholder feedback was received and how it was incorporated into the plan. Documenting feedback will be useful for evaluating the plan during future updates.

Element B: Hazard Identification and Risk Assessment

Strengths:

- Hazard profiles are well-defined, with detailed information about the context of the hazard and the risk it presents to the community.
- The plan does an excellent job of identifying how the probability or severity of future hazard events may change in the future due to changes in climate, population, or land use.
- The plan includes a profile of the community, including demographic information, development trends, and landscape features. This makes community assets and vulnerabilities clear.

Opportunities for Improvement:

- Table 4, on page 11 of the plan, is currently organized in alphabetical order. Future updates might consider including an additional table which organizes hazards by risk rating (or re-organizing Table 4 by risk rating). This might help more easily convey the risk information to the reader.

Element C: Mitigation Strategy

Strengths:

- The plan provides a comprehensive, detailed description of the community's existing programs, plans, and policies that relate to mitigation. Existing capabilities were evaluated for how they could be expanded and further reduce risk.
- The plan includes a variety of different types of mitigation actions (local plans and regulations, structure and infrastructure projects, natural system protections, and education and awareness programs).

Opportunities for Improvement:

- The language used for compliance with the NFIP and the development of Floodplain Zoning District Bylaws is passive. Consider changing the use of “should” to “will” to strengthen these commitments.
- Consider adding additional detail on how mitigation was incorporated into existing planning measures between the previous plan and the update.

Element D: Plan Update, Evaluation, and Implementation (*Plan Updates Only*)**Strengths:**

- Progress on mitigation actions is clear and comprehensive.

Opportunities for Improvement:

- Consider including a discussion on how mitigation activities have increased the community's resilience and support other long-term community planning goals.

B. Resources for Implementing Your Approved Plan

Refer to the [Massachusetts Integrated State Hazard Mitigation and Climate Action Plan](#), [Resilient MA Climate Clearinghouse](#), and State's [Climate Action Page](#) to learn about hazards relevant to Massachusetts and the State's efforts and action plan.

Technical Assistance:

FEMA

- [FEMA Climate Change](#): Provides resources that address climate change.
- [FEMA Hazard Mitigation Planning Online Webliography](#): This compilation of government and private online sites is a useful source of information for developing and implementing hazard mitigation programs and plans in New England.
- [FEMA Library](#): FEMA publications can be downloaded from the library website. These resources may be especially useful in public information and outreach programs. Topics include building and construction techniques, NFIP policies, and integrating historic preservation and cultural resource protection with mitigation.
- [FEMA RiskMAP](#): Technical assistance is available through RiskMAP to assist communities in identifying, selecting, and implementing activities to support mitigation planning and risk reduction. Attend RiskMAP discovery meetings that may be scheduled in the state, especially any in neighboring communities with shared watersheds boundaries.

Other Federal

- [EPA Resilience and Adaptation in New England \(RAINE\)](#): A collection of vulnerability, resilience and adaptation reports, plans, and webpages at the state, regional, and community levels. Communities can use the RAINE database to learn from nearby communities about building resiliency and adapting to climate change.
- [EPA Soak Up the Rain](#): Soak Up the Rain is a public outreach campaign focused on stormwater quality and flooding. The website contains helpful resources for public outreach and easy implementation projects for individuals and communities.
- [NOAA C-CAP Land Cover Atlas](#): This interactive mapping tool allows communities to see their land uses, how they have changed over time, and what impact those changes may be having on resilience.
- [NOAA Sea Grant](#): Sea Grant's mission is to provide integrated research, communication, education, extension and legal programs to coastal communities that lead to the responsible use of the nation's ocean, coastal and Great Lakes resources through informed personal, policy and management decisions. Examples of the resources available help communities plan, adapt, and recovery are the Community Resilience Map of Projects and the National Sea Grant Resilience Toolkit
- [NOAA Sea Level Rise Viewer](#) and [Union for Concerned Scientists Inundation Mapper](#): These interactive mapping tools help coastal communities understand how their hazard risks may be changing. The "Preparing for Impacts" section of the inundation mapper addresses policy responses to protect communities.
- [NOAA U.S. Climate Resilience Toolkit](#): This resource provides scientific tools, information, and expertise to help manage climate-related risks and improve resilience to extreme events. The "[Steps to Resilience](#)" tool may be especially helpful in mitigation planning and implementation.

State

- [Massachusetts Emergency Management Agency](#): The Massachusetts State Hazard Mitigation Officer (SHMO) and State Mitigation Planner(s) can provide guidance regarding grants, technical assistance, available publications, and training opportunities.

- Massachusetts Departments of [Conservation and Recreation](#) and [Environmental Protection](#) can provide technical assistance and resources to communities seeking to implement their hazard mitigation plans.
- [MA Mapping Portal](#): Interactive mapping tool with downloadable data

Not for Profit

- [Kresge Foundation Online Library](#): Reports and documents on increasing urban resilience, among other topics.
- [Naturally Resilient Communities](#): A collaboration of organizations put together this guide to nature-based solutions and case studies so that communities can learn which nature-based solutions can work for them.
- [Rockefeller Foundation Resilient Cities](#): Helping cities, organizations, and communities better prepare for, respond to, and transform from disruption.

Funding Sources:

- [Massachusetts Coastal Resilience Grant Program](#): Funding for coastal communities to address coastal flooding, erosion, and sea level rise.
- [Massachusetts Municipal Vulnerability Preparedness](#) program: Provides support for communities to plan for climate change and resilience and implement priority projects.
- [Massachusetts Water Quality Grants](#): Clean water grants that can be used for river restoration or other kinds of hazard mitigation implementation projects.
- [Federal Grants Resource Center](#) and [Grants.gov](#): Lists of grant opportunities from federal agencies (HUD, DOT/FHWA, EPA, etc.) to support rural development, sustainable communities and smart growth, climate change and adaptation, historic preservation, risk analyses, wildfire mitigation, conservation, Federal Highways pilot projects, etc.
- [FEMA Hazard Mitigation Assistance](#) (HMA): FEMA's Hazard Mitigation Assistance provides funding for projects under the Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM), and Flood Mitigation Assistance (FMA). States, federally recognized tribes, local governments, and some not for profit organizations are eligible applicants.
- [GrantWatch](#): The website posts current foundation, local, state, and federal grants on one website, making it easy to consider a variety of sources for grants, guidance, and partnerships. Grants listed include The Partnership for Resilient Communities, the Institute for Sustainable Communities, the Rockefeller Foundation Resilience, The Nature Conservancy, The Kresge Climate-Resilient Initiative, the Threshold Foundation's Thriving Resilient Communities funding, the RAND Corporation, and ICLEI Local Governments for Sustainability.
- USDA [Natural Resource Conservation Service](#) (NRCS) and [Rural Development Grants](#): NRCS provides conservation technical assistance, financial assistance, and conservation innovation grants. USDA Rural Development operates over fifty financial assistance programs for a variety of rural applications.



1 Mercantile Street – Suite 520
Worcester, MA 01608
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www.cmrpc.org

Town of Leicester, Natural Hazard Mitigation Plan
Public Presentation: April 22, 2019

What is hazard mitigation? What is a mitigation plan?

- Hazard mitigation is the effort to reduce loss of life and property by lessening the impact of natural disasters
- Mitigation is not disaster response; its goal is to reduce hazard impacts before a disaster occurs
- A mitigation plan identifies natural hazards and the risks they pose to residents, infrastructure, property, and natural resources, and it prioritizes projects, policies, education and procedures for reducing these risks, now and in the future
- Mitigation helps break the cycle of disaster damage, reconstruction, and repetitive damage

Why should Leicester complete and adopt this kind of plan?

- Planning establishes a road map for achievable actions that can substantially reduce risks
- Adoption of a plan approved by the Federal Emergency Management Agency (FEMA) allows the town to receive non-emergency federal disaster assistance and mitigation funding as mandated under the Disaster Mitigation Act of 2000
- The plan is primarily funded by a grant from FEMA through MEMA (with a local in-kind match)

What natural hazards pose the greatest risks to Leicester?

- Largest risks: flooding, severe thunderstorms/wind, winter storms
- Moderate risks: hurricanes/tropical storms
- Lower risks: tornados, dam failures, extreme temperatures, droughts, earthquakes, landslides, wildfires

Local partners

Local knowledge is essential to the mitigation planning process. Partners in Barre have included:

Christopher Montiverdi, EMD
Robert Wilson, Fire Chief
James Hurley, Police Chief
David Genereux, Town Administrator
Mike Wilson, Fire Inspector
Dennis Griffin, Highway Superintendent
Ken Antanavica, Police Sergeant



1 Mercantile Street – Suite 520
Worcester, MA 01608
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Planning timeline

- | | |
|--|----------------------|
| • Information gathering via mapping, research, and local input | May 2017 to Dec.2018 |
| • Draft plan development | Aug 2018 to Jan 2019 |
| • Public Survey | Summer 2018 |
| • Public event #1 | November 2018 |
| • MEMA review | February 2019 |
| • FEMA approval | March 2019 |
| • Public event #2 and local adoption | April 2019 |
| • 5-year update | 2024 |

Mitigation strategies identified in plan

A. Structure and Infrastructure Projects

- Study and prioritize the culverts in town, develop a long-range plan to repair/replace/upsized all culverts.
- Conduct a study for constructing a new treatment plant for water tanks and to bring wells on line.

B. Preparedness, Coordination & Response Action Strategies

- Increase communication/coordination between federal, state, regional, county, municipal, private, and non-profit agencies in the area of hazard mitigation.
- Improve hazard warning system and notifications to all members of the community. Continue educating and enrolling residents in CodeRED.

C. Local Plans & Regulations

- Incorporate hazard mitigation actions into appropriate local and regional plans – Master Plans, land use, transportation, open space, and capital programming.
- Update the Natural Hazard Mitigation Plan on a 5-year cycle.

The full plan is available online at <http://cmrpc.org/hazard-mitigation-planning>

Questions should be directed to Peter Peloquin (ppeloquin@cmrpc.org)

Trish Settles (tsettles@cmrpc.org) at CMRPC

This natural hazard mitigation planning activity is funded by an FY 2016 Hazard Mitigation Grant Program (HMGP) from the Federal Emergency Management Agency (FEMA) through the Mass. Emergency Management Agency (MEMA)



Town of Leicester

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

CERTIFICATE OF ADOPTION

Town of Leicester, MASSACHUSETTS

SELECT BOARD

A RESOLUTION ADOPTING THE *NATURAL HAZARD MITIGATION PLAN*

WHEREAS, the Town of Leicester established a Committee to prepare the Hazard Mitigation plan; and

WHEREAS, the Town of Leicester participated in the development of the *NATURAL HAZARD MITIGATION PLAN*; and

WHEREAS, the *NATURAL HAZARD MITIGATION PLAN* contains several potential future projects to mitigate potential impacts from natural hazards in the Town of Leicester; and

WHEREAS, a duly-noticed public meeting was held by the SELECT BOARD on November 5, 2018 for the public and municipality to review prior to consideration of this resolution; and

WHEREAS, the Town of Leicester authorizes responsible departments and/or agencies to execute their responsibilities demonstrated in the plan; and

NOW, THEREFORE BE IT RESOLVED that the Town of Leicester SELECT BOARD, formally approves and adopts the *NATURAL HAZARD MITIGATION PLAN*, in accordance with M.G.L. c. 40.

ADOPTED AND SIGNED this 22nd day April, 2019.

Dianna Provencher
Chair

Harry Brooks
Member

Sandra Wilson
Vice Chair

Rick Antanavica
Member

Brian Green
Second Vice Chair



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

April 18, 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 April 18, 2019.

Citizen issues: Topics discussed with various citizens

- ☐ Discussed water/sewer issues with various residents.
- ☐ Discussed high water table issue with resident on Warren Ave. Looking into next steps with Town Counsel in light of the BSI lawsuit.

Meetings:

- ☐ Attended water/sewer meeting with City of Worcester. Productive discussion was held; looking into some possibilities for savings, or equipment sharing discussed with the city.
- ☐ ☐ ☐ Attended Finance Advisory Committee meeting – Committee voted its recommendations, with the exception of two articles,
- ☐ Attended Capital Committee meeting
- ☐ Attended Middle School Building Committee meeting
- ☐ Attended Senior Breakfast

Activities:

- ☐ Working with a personnel issue in the office. Work rate of the office will be slowed.
- ☐ Again, reminding the public that the Church Street Bridge project is due to comment on May 6
- ☐ Updated annual town meeting warrant
- ☐ Completed and submitted an AARP grant for handicap parking at Rochdale Park
- ☐ Completed three IFB's – for Carpentry, Roofing (schools) and for the installation of a new basketball court at Memorial Field (Parks and Rec)
- ☐ Town reports are in the office

Please feel free to contact me with any questions or concerns

David Orth
921 Main St.
Leicester, MA 01524

April 2, 2019

RECEIVED

APR 03 2019

Town of Leicester
Development & Inspectional Services

RE: Letter of Resignation

To Whom It May Concern:

It is with regret that I tender my letter of resignation from the Leicester Zoning Board of Appeals effective immediately.

I have served for many years, however, with my new work schedule, I will no longer be able to attend meetings.

Thank you


David Orth

From: [Jared Sharp](#)
To: [Forsberg, Kristen](#)
Subject: Official Resignation
Date: Wednesday, April 10, 2019 2:29:25 PM

Hello Kristen,

As you know I have been offered a position back home. My last day in the office will be the 23rd of April. I am happy to do whatever it takes to ensure our veterans get the benefits they have earned and assist with this transition. Thank you so much for this opportunity.

Best Regards,

Jared Sharp

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Genereux, David

From: Dennis Griffin
Sent: Thursday, April 18, 2019 12:41 PM
To: Genereux, David
Subject: LEO Promotion

Good afternoon David,

This email/letter is to serve as the recommendation and request for the promotion of truck driver/laborer position presently held by Michael McCormick to be moved to the open LEO position available per the union agreement. The employee has successfully attained all license for this position and is currently performing these responsibilities to this position.

Dennis Griffin
Town of Leicester
Highway Superintendent
508-892-7021



CHIEF
ROBERT F. WILSON

TOWN OF LEICESTER FIRE DEPARTMENT
3 Paxton Street
LEICESTER, MASSACHUSETTS 01524



OFFICE (508) 892-7022

Date: March 28, 2019

To: Select Board

From: Board of Fire Engineers

Subject: Appointments

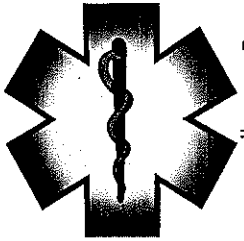
We respectfully request the Board reappoint the following to Board of Fire Engineers.

Robert Wilson

Michael Dupuis

Matthew Tebo

Thanking you in advance for your consideration in this matter.



Town of Leicester • Emergency Medical Services

3 Paxton Street • Leicester, MA 01524

MARK F. WILSON, EMS Director • PHONE: (508) 892-7006

Date: April 2, 2019

To: Select Board

From: Robert F. Wilson
EMS, Director *RFW*

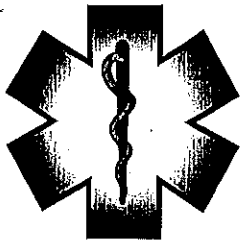
Subject: EMT- Appointments

I respectfully request the Board appoint the following applicant to the position of per diem\on call EMT- Basic/ Paramedic for The Town of Leicester Emergency Medical Service, with a six Month probation period.

EMT Basic:	Eli Seiser	Paramedic:	Paul Latino
	25 Ridge Road		17 Brookline St
	Eastham, MA 02642		Worcester, MA 01603

This appointment will help solidify the per diem coverage during the weekend and evening hours.

Thanking you in advance for your consideration in this matter.



Town of Leicester • Emergency Medical Services

3 Paxton Street • Leicester, MA 01524

• PHONE: (508) 892-7006

Date: April 12, 2019

To: Select Board

From: Robert F. Wilson
EMS, Director

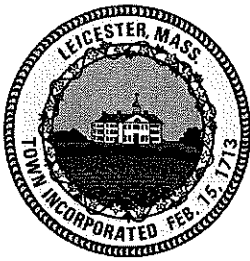
Subject: EMT- Appointment

I respectfully request the Board appoint the following applicant to the position of per diem\on call EMT- Basic for The Town of Leicester Emergency Medical Service, with a six Month probation period.

EMT Basic: Callie Mathieu
4 Village Green
Sturbridge, MA 01566

This appointment will help solidify the per diem coverage during the weekend and evening hours.

Thanking you in advance for your consideration in this matter.



Town of Leicester
Office of the Treasurer Collector
3 Washburn Square
Leicester MA 01524-1333
Phone: 508-892-7002
Fax: 508-892-7070

To: Leicester Select Board

From: Melanie Rajaniemi, Treasurer Collector

Date: April 11, 2019

Re: Recommendation of Appointment for Wanda Merced

Wanda Merced was interviewed as an internal candidate for the position of Department Assistant in the office of the Treasure Collector. Given her work history and skills we feel she would be an excellent fit for this office in providing excellent service to the people of Leicester and respectfully recommend the Select Board accept her for this position.

April 10, 2019

Town of Leicester
3 Washburn Square
Leicester, MA 015247

To Whom It May Concern,

I'm interested in interviewing for the Department Assistant position currently available in the Treasurer Collector's Office. I have experience with bookkeeping, collecting payments, reconciling and managing data and I feel I would be a good fit.

Over the years, I have developed my interpersonal skills including detail orientation, accountability and customer service. I am able to maintain professionalism during stressful situations and can communicate clearly and can calmly resolve issues as they arise. I work cooperatively with others and enjoy being part of a team.

I look forward to discussing my qualifications in person. Thank you for your time and consideration.

Very truly yours,

Wanda Merced

WANDA MERCED

SKILLS:

- * Accurate Typing
- * Professional Telephone Etiquette
- * Office Systems/File Management
- * Computer/Program Proficient: MS Word, Excel, PowerPoint, Outlook, QuickBooks, Internet
- * Bookkeeping – AP/AR
- * Office Management
- * Electronic Office Equipment

EXPERIENCE:

- Oct. 2018 - Present Town of Leicester – Leicester, MA
Development & Inspectional Services Department Assistant
- Assistant to the Director/Town Planner.
 - Prepare agendas, meeting packets and transcribe meeting minutes for the Planning Board, Conservation Commission, Zoning Board of Appeals and Moose Hill Water Commission.
 - Cooperatively work with several Board Member's, applicants, personnel, outside vendors and others.
 - Collect application fees, prepare deposits, and verify monthly reconciliation for several accounts.
 - Prepare time sensitive documents with neatness and accuracy.
 - Provide any new job-related duties as assigned.
- Aug. 2017 – Oct. 2018 Life-Skills, Inc. – Webster, MA
South Central Residential Administrator
- Assistant to the South Central Residential Director.
 - Work cooperatively with 10 Residential House Managers, personnel, parents, guardians and others.
 - Responsible for preparing documentation and information management for all Residential programs.
 - Prepare and maintain various master tracking systems and provide reports as needed.
 - Attend and take minutes at weekly Manager's meetings and Team meetings.
 - Provide any new job-related duties as assigned.
- Nov 2011 - July 2015 Nancy J. Coderre, Esquire – Southbridge, MA
Legal Secretary
- Prepared legal documents for real estate transactions verifying completeness and accuracy.
 - Monitored client relations daily minimizing future questions/concerns.
 - Signed and managed disbursement of checks and/or bank wires meeting guidelines and client needs.
 - Assisted attorney with daily accounts payable/accounts receivable, invoicing, checks, and deposits.
 - Maintained office systems allowing for smooth processing.
 - Provided any new job-related duties as assigned.
- Oct 2006 - Jan 2011 Erskine & Erskine – Worcester, MA
Bookkeeper/Legal Secretary
- Partnered with Accountant to reconcile both the firm's and individual client's accounts.
 - Managed accounts payable/accounts receivable, invoicing, checks, and deposits.
 - Prepared time-sensitive legal documents verifying completeness and accuracy.
 - Monitored client relations daily minimizing future questions/concerns.
 - Managed office supplies and equipment acting as liaison with outside vendors.
 - Eagerly took on new job responsibilities and special projects as assigned.

EDUCATION: Northeastern University – Boston, MA
Paralegal Professional Program
CERTIFICATE EARNED

Dudley Hall Career Institute – Worcester, MA
Intensive Secretarial
CERTIFICATE EARNED

Southbridge High School – Southbridge, MA
General Business/Office Courses
DIPLOMA EARNED



Town of Leicester

CONSERVATION COMMISSION

3 Washburn Square
Leicester, Massachusetts, 01524-1333
Phone: 508-892-7007 Fax: 508-892-7070
www.leicesterma.org

TO: David Genereux,
Town Administrator

FROM: Michelle R. Buck, AICP
Town Planner/Director of Inspectional Services

DATE: April 16, 2019

RE: Conservation Commission Vacancy

At the Conservation Commission meeting of April 10, 2019, the Commission voted to recommend appointment of Dawn Marttila for the vacant position on the Commission.



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 Dawn MarHila

Leicester MA 01524

Are you a citizen? ☒ Yes

☐ No

Are you a registered voter?

- ☐ 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

EDUCATION: Bachelor in Environmental Science

Maine Brides License

(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): substitute teacher + sub secretary

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.

Burncoat Park Committees.
Sub secretary at Leicester Memorial School Dec 17 - June 18
Stay at home mom with lots of volunteer experience
both in town + out of town.

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have:

Bringing experience and a genuine
interest to ComCom meetings is why I'm applying
I would hopefully help guide us in the right direction
as well as learn the MA laws better.

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 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 <u>some</u> | <input checked="" type="checkbox"/> Grant Writing <u>some</u> |
| <input type="checkbox"/> Law | <input type="checkbox"/> Management | <input 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: Outdoor Education, Events Planning,
Fundraising, Recreation + Wildlife Education.

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity

Date(s)

City or Town

FAWNS - Board Member 2016 - present Storbridge

Burncoat Reuse Committee Chair 2017-2019 Leicester

Burncoat Park Sports - member 2016 - present Leicester

→ lots of others.

Dawn Markles
 Signature of Applicant

4/4/19
 Date

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

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"/> 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.

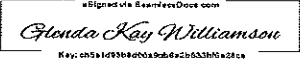
Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

I possess the following training or experience:

- | | | |
|---|---|---|
| <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 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)

Position/Activity	Date(s)	City or Town
<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>
		<u>01/30/2019</u>
Signature of Applicant		Date

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?

☐ 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: 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

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

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 st 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

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 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)

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.

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

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have: I am a parent of a child with disabilities. I have spent the

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

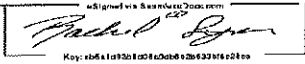
Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

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: Great attention to detail, Highly self motivated, Familiar with many

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
_____	_____	_____
_____	_____	_____
_____	_____	_____
		02/26/2018
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



Town of Leicester, Massachusetts

Annual Town Meeting Warrant

Annual Town Meeting – May 7th, 2019 – 7:00PM

“In the Hands of the Voters”

Meeting location:
Town Hall Gymnasium
3 Washburn Square
Leicester, MA 01524

Published April 4, 2019

Town Rules & Procedures Review

Each Town Meeting is a formal legislative body. As such, we are governed by both Massachusetts General Laws and Chapter Two of Leicester's Town By-Laws. Our proceedings follow "Town Meeting Time, A Handbook of Parliamentary Law", and tradition.

The Town Moderator does not vote, except in cases of a tie vote on the floor.

Town Meetings in Leicester are open only to registered voters.

As members of the town meeting, voters have the right, if they so choose, to present opinions and to ask questions through the moderator in relation to the motion under discussion, and only to the motion under discussion. You have a right to be comfortable with the facts at hand in order to make an informed vote.

A voter wishing to address the meeting through the moderator should approach the microphone and must identify themselves and state their address each time they address the meeting. If it seems that the Moderator is not aware of your desire to speak, please give some signal so that you will be recognized. If you are not able to get to the microphone, please give a signal and a teller or volunteer will bring a microphone to you.

No one may speak to any motion more than twice, except to clarify a point or respond to a question through or from the moderator, and maximum time is ten minutes. Voters must stay on topic with the motion at hand, and personal attacks or slurs of any kind will not be tolerated.

If you have a question as to why something is done in a particular fashion, feel free to ask. Raise that question or issue with the statement, "Point of Order."

If a member of this meeting wishes to move the question, that motion must be made from the microphone. A motion to move the question will not be accepted from the floor. A motion to move the question simply indicates that at least the individual offering the motion to move the question and person making the second have heard all the debate they feel is needed. A seconded motion to move the question is not a debatable motion. At such time, all debate will cease and a vote is taken. A 2/3 majority is required for passage. If the motion to move the question passes, we will immediately vote on the motion which was under discussion in the hands of the meeting. If the motion to move the question is defeated, debate on the motion previously under discussion will resume. This procedure is often misunderstood but is allowed and governed under the By-Laws of the Town of Leicester.

Any motion undertaken by Town Meeting in Leicester may be reconsidered, meaning it can be brought up for a vote a second time. The motion to reconsider a motion must be made within one hour of the taking of the original vote on the motion in question. A motion cannot be brought forward for reconsideration more than once.

Any motion made must be within the scope of the articles posted in the warrant and presented to the moderator in writing.

Respectfully,

Donald A. Cherry, Jr. – Town Moderator

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WORCESTER, SS.

To a Constable in the Town of Leicester,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Leicester qualified to vote in Town Elections and Town Affairs to meet at the Town Hall Gymnasium, 3 Washburn Square, Leicester, MA on Tuesday, the Seventh day of May 2019 at 7:00 PM, then and there to act on the following articles, namely:

ARTICLE 1 ADJUST FY 2019 BUDGET AND WARRANT ARTICLES

To see if the Town will vote to raise and appropriate, transfer from available funds in the Treasury, transfer from other budget accounts, adjust budgets, or borrow under the provisions of Chapter 44, as amended, such sums of monies as may be necessary to defray expenses and fund various and diverse accounts in the Fiscal Year 2019 operating budget of the Town or take any action thereon.

PROPOSED MOTION

I move that the Town vote to transfer the following sums, totaling \$356,748 from and to the accounts listed in the table below:

From:

Employee Benefits 01-914-5110-002	\$200,000
Liability Insurance 01-945-5700-009	\$3,000
Vocational Tuition ATM 5/18 Art 9 01-100-5219-910	\$40,000
Overlay Surplus	\$91,748
PD – 2 Radar Trailers ATM 5/18 Art 18 01-101-5819-018	\$2,000
MRIP Grant 11-161-3311-021	\$20,000
Total	\$356,748

To:

Reserve Fund 01-130-5700-007	\$29,515
Town Hall Building Maintenance 01-197-5200-006	\$4,500
Other General Government 01-199-5400-005	\$1,300
Other General Government 01-199-5200-004	\$2,200
Police Salaries 01-210-5100-000	\$37,621
Police Expenses 01-210-5400-001	\$2,500
Fire Salaries 01-220-5100-000	\$4,504
Snow and Ice 01-423-5130-000	\$24,000
01-423-5400-006	\$76,000

Veteran's Benefits 01-543-5700-007	\$20,000
Library Wages 01-610-5100-000	\$3,300
Unemployment Compensation 01-913-5110-000	\$15,000
Workers Compensation 01-912-5700-009	\$3,000
High School Roof Project 33-101-5816-005	\$21,308
Town Hall Accessibility Improvements 30-101-5816-002	\$40,000
Blighted Building Control 01-100-5200-006	\$50,000
PD – Automated License Plate Reader 01-101-5819-007	\$2,000
Town Clerk Records Retention	\$20,000
Total	\$356,748

FINANCE ADVISORY BOARD RECOMMENDATION: Favorable Action (4-1-0)

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article would amend the Fiscal Year 2019 (current) operating budget and various existing warrant articles by transferring funds from five (5) current fiscal year accounts that have forecast surpluses to the following accounts:

Reserve Fund: \$29,515 requested to reimburse the Reserve Fund for transfers made to fund the unemployment budget which went into deficit due to a number of claims.

Town Hall Building Maintenance: \$4,500 requested for payment of utility bills that are currently being reviewed.

Other General Government: \$1,300 requested for postage meter lease
 \$2,200 requested for increase to the Honeywell service contract

Police Salaries: \$37,621 requested to pay for the retirement payouts of two former employees.

Police Expenses: \$2,500 requested to pay for updated parking ticket books.

Fire Salaries: \$4,504 requested for benefits payout on employee who was injured on duty.

Snow/Ice: \$100,000 requested to fund the FY 2019 snow and ice deficit.

Veterans Benefits: \$20,000 requested to cover new veterans claims. These claims are reimbursed at the rate of 75% by the Commonwealth, but that funding is a general fund revenue.

Library Wages: \$3,300 requested to pay for updated salaries in accordance with the Class and Comp plan approved by the Select Board last summer.

Unemployment Compensation: \$15,000 requested to cover ongoing claims which began last July and have drained the budget resulting in two reserve fund transfers totaling \$29,515.

Workers Compensation: \$3,000 requested to fund a shortfall due to the payout of various deductibles for unforeseen claims.

High School Roof Project: \$21,308 requested to cover project costs deemed ineligible for reimbursement by the MSBA.

Town Hall Accessibility: \$40,000 requested to remove the non-compliant handicap ramp on the west side of the building, to be followed by the reconstruction of the parking lot and to install a swipe card system on the front door of the building.

Blighted Building Control: \$50,000 requested to remove a condemned town-owned building at 275 Pleasant Street.

PD Automated License Plate Reader: \$2,000 requested to cover costs associated with the purchase of the new PD automated license plate reader as approved in the FY19 Capital Plan.

Town Clerk Records Retention - \$20,000 sought to install records management system in the Town Clerk's records room.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote.

ARTICLE 2 FY 2019 CAPITAL IMPROVEMENT PLAN

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies to fund the Capital Improvement Plan budget beginning July 1, 2018 and authorize the Select Board to enter into lease purchase agreement(s) for a term of years and to transfer from available funds a sum of money to pay for the initial installments of the lease/purchase agreement(s), or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$90,081 from Free Cash to fund the Fiscal Year 2019 Capital Improvement Plan budget to pay for ongoing installments of a lease/purchase agreement for an Aerialscope Tower Truck, year three of a five year lease.

FINANCE ADVISORY BOARD RECOMMENDATION: **Favorable Action (4-1-0)**

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article seeks funding from Free Cash to fund one continuing lease/purchase agreement.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote.

ARTICLE 3 CIVIL SERVICE ASSESSMENT FUNDING

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of monies to fund costs associated with administering police civil service promotional activities or take any action thereon.

PROPOSED MOTION

I move the Town transfer \$20,000 from Free Cash to fund costs associated with funding police civil service promotional activities.

FINANCE ADVISORY BOARD RECOMMENDATION: **Favorable Action (5-0-0)**

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article seeks funding for the police command position assessments as required by Civil Service.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote.

ARTICLE 4 FUNDING IMPROVEMENTS AT TOWN PARKS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies to fund improvements at town parks or take any action thereon.

PROPOSED MOTION

I move the Town raise and appropriate \$25,000 to fund improvements at town parks, the application of said funding to be prioritized by the Leicester Highway Department.

FINANCE ADVISORY BOARD RECOMMENDATION: Recommendation to be given at Town Meeting

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article seeks funding for the maintenance of town parks, several of which have fallen into disrepair. It is anticipated that these funds will be used to restore lighting, revitalize fields and repair or replace equipment. The source of this \$25,000 in funding is the Cultivate Host Community Agreement.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote, unless funding is sought from the Stabilization Fund. Transfers from the Stabilization Fund require a 9/10th's vote per Town bylaw.

ARTICLE 5 FUNDING HIGHWAY POSITION

To see if the Town will vote to raise and appropriate a sum of monies to fund a Highway Department position, commencing on July 1, 2019, or take any action thereon.

PROPOSED MOTION

I move the Town vote to raise and appropriate \$50,000 to fund a Highway Department position.

FINANCE ADVISORY BOARD RECOMMENDATION: Recommendation to be given at Town Meeting

SELECT BOARD RECOMMENDATION

DESCRIPTION

This original purpose of this funding was to hire an employee to serve as a point position for existing and new businesses, write grants and undertake community outreach. At this time, it is recommended that the funding be used to add a Highway Department position due to significant understaffing in this department. The source of this \$50,000 in funding is the Cultivate Host Community Agreement. Funding for the economic development/grant writer position will be attempted on at least a part time basis at the Fall Special Town Meeting.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

ARTICLE 6 ELECTED OFFICIALS SALARIES

To see what compensation the Town will vote to pay elected officials or take any action thereon.

PROPOSED MOTION

I move the Town vote to set the rate of compensation to pay elected officials for Fiscal Year 2020 as detailed in the May 7, 2019 Spring Annual Town Meeting Warrant.

FISCAL YEAR 2020 ELECTED OFFICIALS PAY RATES	
<u>POSITION</u>	<u>PAY RATE</u>
TOWN CLERK	\$65,394
SELECT BOARD – CHAIR	\$882
SELECT BOARD – MEMBERS (4) each	\$724
SCHOOL COMMITTEE – CHAIRMAN	\$447
SCHOOL COMMITTEE – MEMBERS (4) each	\$197
PLANNING BOARD – CHAIRMAN	\$320
PLANNING BOARD – MEMBERS (4) each	\$276
MODERATOR	\$81
BOARD OF HEALTH – CHAIRMAN	\$320
BOARD OF HEALTH – MEMBERS (2) each	\$276
ASSESSOR – MEMBERS (3) each	\$577
TOTAL ELECTED SALARIES	\$74,515

FINANCE ADVISORY BOARD RECOMMENDATION: Favorable Action (4-0-0)

SELECTBOARD RECOMMENDATION

DESCRIPTION

Compensation for elected officials is set by Town Meeting. The proposed FY2020 elected officials pay rate is the same as approved by the voters for FY2019 with the exception of the Town Clerk, whose salary contains a 3.03% COLA.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 7 FY 2020 OPERATING BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies as may be necessary to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2019 and ending on June 30, 2020, as listed in the May 7, 2019 Spring Annual Town Meeting Warrant or take any action thereon.

PROPOSED MOTION

I move the Town vote to approve the budgets of the Town departments and Town Accounts as printed in the 2019 Annual Town Meeting Warrant for the Fiscal Year beginning July 1, 2019, in the aggregate amount of \$29,343,868, and to fund this amount from the following sources:

Transfer from Ambulance Receipts Reserved Account:	\$371,192
Transfer from Board of Health Title V Reserve Account Principal:	\$19,944
Transfer from Conservation Commission NOI Account:	\$3,882
Transfer from Free Cash:	\$150,000

And the balance of the funds in the remaining sum of \$28,798,850 shall be raised and appropriated by taxation.

DEPT #	DEPARTMENT NAME	FY2018 BUDGET	FY2019 BUDGET	FY2020 TOWN ADMIN	\$ CHANGE	% CHANGE
111	LEGAL					
	TOTAL	59,000	209,000	209,000	0	0.00%
114	MODERATOR					
	TOTAL	151	151	151	0	0.00%
122	SELECT BOARD					
	TOTAL	249,228	239,780	246,361	6,581	2.74%
130	RESERVE FUND					
	TOTAL	50,000	50,000	50,000	0	0.00%
131	ADVISORY BOARD					
	TOTAL	1,325	1,325	1,325	0	0.00%
135	ACCOUNTANT					
	TOTAL	114,955	118,153	122,611	4,458	3.77%
141	ASSESSORS					
	TOTAL	113,136	116,964	121,745	4,781	4.09%
145	TREASURER/COLLECTOR					
	TOTAL	160,514	165,867	163,615	-2,252	-1.36%
147	TAX TITLE					
	TOTAL	16,000	16,000	16,000	0	0%
152	PERSONNEL BD					
	TOTAL	250	250	250	0	0.0%
155	IT DEPARTMENT					
	TOTAL	141,620	138,560	144,560	6,000	4.33%
161	TOWN CLERK					
	TOTAL	99,955	104,699	110,491	5,822	5.56%
162	ELECTIONS & REGISTRATIONS					
	TOTAL	21,500	35,600	35,100	-500	-1.40%
180	DEVELOPMENT & INSPECT. SVCS					
	TOTAL	227,640	234,787	241,930	7,143	3.04%
192	TOWN OWNED BLDG MAINT					
	TOTAL	15,250	8,000	38,281	30,281	378.51%

Town of Leicester
Annual Town Meeting – May 7, 2019

DEPT #	DEPARTMENT NAME	FY2018 BUDGET	FY2019 BUDGET	FY2020 TOWN ADMIN	\$ CHANGE	% CHANGE
197	TOWN HALL BLDG MAINTENANCE					
	TOTAL	55,155	63,909	63,909	0	0.00%
198	TOWN HALL TELEPHONES					
	TOTAL	6,400	6,400	6,400	0	0.00%
199	OTHER - GENERAL GOV					
	TOTAL	79,170	49,355	54,155	4,800	9.73%
210	POLICE DEPT					
	TOTAL	1,881,427	1,963,857	1,964,796	939	0.05%
220	FIRE DEPT					
	TOTAL	305,313	305,307	305,307	0	0.00%
231	AMBULANCE					
	TOTAL	424,850	440,418	440,372	-46	-0.01%
232	EMERGENCY MANAGEMENT					
	TOTAL	4,813	4,813	4,813	0.00	0.00%
241	CODE DEPT					
	TOTAL	67,267	68,879	63,690	-5,189	-7.53%
292	ANIMAL CONTROL					
	TOTAL	33,129	33,552	33,552	0	0.00%
296	INSECT PEST CONTROL					
	TOTAL	9,770	7,850	7,850	0	0.00%
310	SCHOOL					
	TOTAL	16,264,094	16,667,839	16,881,790	213,951	1.28%
420	HIGHWAY DEPT					
	TOTAL	697,060	743,282	751,680	8,398	1.13%
423	SNOW & ICE					
	TOTAL	121,000	121,000.00	121,000.00	0	0.00%
424	STREET LIGHTS					
	TOTAL	70,000	75,000	50,335	-24,665	-32.89%
541	COUNCIL ON AGING					
	TOTAL	84,418	94,122	108,280	14,158	15.04%
543	VETERANS SERVICES					
	TOTAL	97,925	92,980	92,980	0	0.00%
545	VETERANS GRAVES REG					
	TOTAL	2,400	2,400	2,400	0	0.00%
610	PUBLIC LIBRARY					
	TOTAL	189,000	204,306	216,629	12,323	6.03%

DEPT #	DEPARTMENT NAME	FY2018 BUDGET	FY2019 BUDGET	FY2020 TOWN ADMIN	\$ CHANGE	% CHANGE
630	PARKS & RECREATION					
	TOTAL	6,450	6,450	6,450	0	0.00%
691	HISTORICAL COMM					
	TOTAL	950	950	950	0	0.00%
692	MEMORIAL DAY COMM					
	TOTAL	3,000	3,000	3,000	0	0.00%
710	MATURING DEBT PRINCIPAL					
	TOTAL	919,485	894,532	1,139,797	245,265	27.42%
751	MATURING DEBT INTEREST					
	TOTAL	306,027	325,635	406,144	80,509	24.72%
752	TEMPORARY LOAN INTEREST					
	TOTAL	18,993	94,647	33,255	-61,392	-64.86%
753	BOND ISSUE					
	TOTAL	0	0	0	0	0.00%
911	WORC REG RETIREMENT					
	TOTAL	1,055,412	1,161,643	1,314,800	153,157	13.18%
912	WORKER COMPENSATION					
	TOTAL	197,000	216,700	227,535	10,835	5.00%
913	UNEMPLOYMENT COMP					
	TOTAL	66,510	66,650	141,650	75,000	112.53%
914	EMPLOYEE BENEFITS					
	TOTAL	3,052,161	3,266,089	3,288,285	22,196	0.68%
945	BONDING & INSURANCE					
	TOTAL	146,200	100,586	110,645	10,059	10.00%
Grand Total – All Budgets		27,435,843	28,521,258	29,343,868	822,610	2.88%

FINANCE ADVISORY BOARD RECOMMENDATION: Favorable Action (4-0-0)

SELECTBOARD RECOMMENDATION

DESCRIPTION

This is the fiscal year 2020 annual operating budget for municipal and school services. Property tax proposed to be levied is within the allowances of Proposition 2 ½. The State FY 2020 budget has not been finalized, so the Governor's proposed revenue estimates for local aid have been used to formulate the Town budget. This financial plan meets the minimum needs of every department and continues to move the Town forward

in a sustainable direction. The FY 2020 budget is 2.88% greater than the FY 2019 budget. Please note the budget allocation below:

Department	FY 19 Budget	FY 20 Budget	\$ Change	% Change
Municipal Budgets	5,726,937	\$5,799,968	\$73,031	1.28%
School Budget	\$16,667,839	\$16,881,790	\$213,951	1.28%
Unclassified Budget	\$6,126,482	\$6,662,110	\$535,628	8.74%
Totals	\$28,521,258	\$29,343,868	\$822,610	2.88%

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote, unless funding is sought from the Stabilization Fund. Transfers from the Stabilization Fund require a 9/10th's vote per Town bylaws.

ARTICLE 8 VOCATIONAL TUITION

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to fund the Vocational Tuition expenses for Leicester students for the fiscal year beginning July 1, 2019 or take any action thereon.

PROPOSED MOTION

I move the Town vote to raise and appropriate \$1,078,000 for Vocational Tuition expenses for the Fiscal Year beginning July 1, 2019.

FINANCE ADVISORY COMMITTEE RECOMMENDATION: Favorable Action (5-0-0)

SELECT BOARD RECOMMENDATION

DESCRIPTION

Chapter 74 of the Mass General Laws governs vocational technical education programs in public school districts. This article was moved out of the line item budget and into a separate warrant article starting in FY'16. Tracking these costs independently allows for more accurate accounting of the costs associated with Leicester students attending other schools for vocational education.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote.

ARTICLE 9 CENTRAL MASS REGIONAL PLANNING COMMISSION ANNUAL ASSESSMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies to fund the FY 2020 assessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate or take any other action thereon.

PROPOSED MOTION

I move the Town vote to raise and appropriate the sum of \$3,142 to fund the FY 2020 assessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate of \$0.28637.

FINANCE ADVISORY BOARD RECOMMENDATION: Favorable Action (5-0-0)

SELECT BOARD RECOMMENDATION

DESCRIPTION

In accordance with Chapter 40B, Section 7 of the Mass General Laws, the Central Mass Regional Planning Commission requires member municipalities to pay the costs and expenses of the Central Massachusetts Regional Planning District each fiscal year. Leicester is a part of this District. The assessment is based on the population of the Town as it appears in the most recent national census (2010). The payment of this assessment will maintain the Town's services provided by the District.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

ARTICLE 10 FY 2020 CABLE PEG ACCESS ENTERPRISE ACCOUNT APPROPRIATION

To see if the Town will vote to appropriate a sum of monies to fund the FY 2020 expenses of the Cable Access Enterprise Fund, as established by the vote under Article 5 of the May 1, 2018 Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F ½, said appropriation to be funded by fees received pursuant to the Town's cable licensing agreement, or act on anything relating thereon.

PROPOSED MOTION

I move that the Town vote to appropriate \$186,395 to fund the FY 2020 expenses of the Cable Access Enterprise Fund, as established by the vote under Article 5 of the May 1, 2018 Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F ½, said appropriation to be funded by funds available in the Cable PEG Access Enterprise Fund pursuant to the Town's cable licensing agreement.

FINANCE ADVISORY BOARD RECOMMENDATION: **Favorable Action (5-0-0)**

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Department of Revenue requires the Town to budget for the funds received through Charter for Cable PEG Access operations. While these funds are exclusively for Cable Access operations, it must be approved by the voters annually at Town Meeting.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote.

ARTICLE 11 OTHER POST-EMPLOYMENT BENEFITS TRUST

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies to deposit into the Other Post-Employment Benefit (OPEB) Trust or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$35,000 from Free Cash to deposit into the Other Post Employment Benefit (OPEB) Trust Fund.

FINANCE ADVISORY BOARD RECOMMENDATION: **Favorable Action (5-0-0)**

SELECT BOARD RECOMMENDATION

DESCRIPTION

Other Post-Employment Benefits are benefits that an employer pays to an employee once they retire. Like most public-sector employers, the Town of Leicester provides matching funds towards the health insurance premiums of eligible retirees. In recent years, financial oversight entities including bond rating agencies and the Governmental Account Standards Board have required municipalities to perform an actuarial analysis to project the future cost of the benefits that are being offered. Further they have encouraged municipalities to begin setting funding aside to ensure they are able to make these payments in the future.

The most recent actuarial analysis performed for the Town estimates that the Town's current OPEB liability is \$23.8 million when projected 18 years into the future. By starting to fund this projected obligation now, the Town will be reducing its projected funding requirement. The funds that are being set aside in the trust will only be able to be used to pay for retiree health insurance contributions. These funds will be reflected on the Town's financial balance sheet as an asset that will help offset the liability. The current balance in this fund is \$100,249.21.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

ARTICLE 12 GROUNDWATER STUDIES AT LANDFILL

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies to fund groundwater and other studies at the former landfill site, said funds to be expended by the Select Board, or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$21,400 from Free Cash to fund groundwater and other studies at the former landfill site, said funds to be expended by the Highway Department.

FINANCE ADVISORY BOARD RECOMMENDATION: **Favorable Action (5-0-0)**

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Town is obligated to comply with the Massachusetts Department of Environmental Protection's annual monitoring and testing requirements for the closed landfill. These tasks require routine sampling of groundwater from a series of wells, any required follow up or additional testing based upon the findings and routine readings of landfill gases being produced. The \$21,400 requested will fund these required activities in Fiscal Year 2020.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

ARTICLE 13 POLICE CRUISERS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies to purchase and equip two (2) police vehicles or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$84,223 from Free Cash to purchase and equip two (2) police vehicles.

FINANCE ADVISORY BOARD RECOMMENDATION: **Favorable Action (5-0-0)**

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Police Department utilizes a fleet of ten (10) vehicles to meet the law enforcement needs of the residents of Leicester. This fleet of vehicles includes five (5) frontline marked police cruisers that are used on a daily basis. Funding is being requested to replace the two oldest marked frontline cruisers which will have over 100,000 miles when replaced. The Town has been following a fleet replacement schedule that includes the replacement of one to two cruisers annually to ensure the full use and reliability of the fleet.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

ARTICLE 14 FY 2020 CAPITAL IMPROVEMENT PLAN

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies to fund the Capital Improvement Plan budget beginning July 1, 2019 and authorize the Select Board to enter into lease purchase agreement(s) for a term of years and to transfer from available funds a sum of money to pay for installments of the lease/purchase agreement(s), or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$40,037 from Free Cash to fund the Fiscal Year 2020 Capital Improvement Plan budget to pay for the final installment of the Backhoe lease/purchase agreement (Year 3 of 3).

FINANCE ADVISORY BOARD RECOMMENDATION: Favorable Action (5-0-0)

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article seeks funding from Free Cash to fund the final lease payment on the Highway Department's backhoe.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

ARTICLE 15 EXPANSION OF ARTICLE 7 OF THE MAY 2, 2017 SPECIAL TOWN MEETING, ENTITLED "GREENVILLE POND DAM" TO "INSPECTIONS, REPORTING AND/OR GRANT APPLICATION FUNDING FOR TOWN-OWNED DAMS" WITH ADDITIONAL FUNDING

To see if the Town will vote to expand the purpose Article 7 of the May 7, 2017 Special Town Meeting entitled Greenville Pond Dam" from that purpose to "Inspections, Reporting, and/or Grant Application Funding for Town-owned Dams" and raise and appropriate and/or transfer from available funds a sum of monies for this purpose or take any action thereon.

PROPOSED MOTION

I move to expand the purpose Article 7 of the May 7, 2017 Special Town Meeting entitled Greenville Pond Dam" from that purpose to "Inspections, Reporting, and/or Grant Application Funding for town-owned dams" and transfer from Free Cash the sum of \$6,675 for this purpose.

FINANCE ADVISORY COMMITTEE RECOMMENDATION: Favorable Action (5-0-0)

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Town owns two dams that require annual inspections and reporting to DCR. Funds are being sought to broaden the purpose of the 2017 article to pay for some these costs, as well as move additional funds from Free Cash to the article. The Greenville Dam article has a balance of \$8,325. Coupled with the transfer request of \$6,675 from Free Cash, the end result is a general dam inspection and/or grant application article with funding of \$15,000.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

ARTICLE 16 TRANSFER FUNDS INTO STABILIZATION

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies to the Town Stabilization Fund or take any action thereon.

PROPOSED MOTION

Move that the Town appropriate and transfer \$91,387 from Free Cash to the Town Stabilization Fund.

FINANCE ADVISORY COMMITTEE RECOMMENDATION: **Favorable Action (5-0-0)**

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Town has a financial policy that calls for 25% of annual free cash to be placed into the Stabilization Fund until the fund achieves a balance of 5% of total revenues. The amount requested for transfer is less than the 25% of free cash as stated in the policy but represents a good faith effort to increase the balance in the stabilization fund. The balance in the Stabilization fund prior to this transfer is \$971,610.69.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

ARTICLE 17 AMENDMENT TO THE DEPARTMENTAL REVOLVING FUNDS BYLAW

To see if the Town will vote amend the Departmental Revolving Funds Bylaw by adding the following proposed new revolving funds to the table listed after paragraph 5 of said bylaw.

This area intentionally left blank

A	B	C	D	E	F	G
Revolving Fund	Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	Fees, Charges or Other Receipts Credited to Fund	Program or Activity Expenses Payable from Fund	Restrictions or Conditions on Expenses Payable from Fund	Other Requirements / Reports	Fiscal Years
Library Copier	Library	Library fines and fees	Copier lease payments and misc. operating fees	None	None	Fiscal Year 2020 and subsequent years
Tree Lighting	Tree Lighting Committee	Donations and other miscellaneous receipts	Activities associated with the annual Leicester tree lighting event	None	None	Fiscal Year 2020 and subsequent years
300 th Anniversary	300 th Anniversary	Donations and other miscellaneous receipts	Activities associated with Leicester 300 th anniversary events	None	None	Fiscal Year 2020 and subsequent years
Agricultural Land Acquisition	Agricultural Commission	Donations and other miscellaneous receipts	Agricultural land acquisitions	None	None	Fiscal Year 2020 and subsequent years

Or take any other action thereon.

FINANCE ADVISORY BOARD RECOMMENDATION: Favorable Action (5-0-0)

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article requests that four new revolving funds to be added to the Revolving Funds Bylaw, as explained above.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

ARTICLE 18 ESTABLISH REVOLVING FUND ANNUAL SPENDING LIMITS

To see if the Town will vote to set annual spending limits for revolving accounts as detailed in the hands of the voters and as defined by Massachusetts General Laws, Chapter 44, § 53E½, for Fiscal Year 2020, or take any action thereon.

PROPOSED MOTION

I move the Town vote to set annual spending limits for revolving accounts as detailed in the warrant and as defined by Mass General Laws, Chapter 44, § 53E½, for Fiscal Year 2020.

<u>Revolving Fund</u>	<u>Spending Limit:</u>
Inspectional Services	\$50,000
Health Clinics	\$5,000
Senior Center Programs	\$10,000
Fuel Usage	\$35,000
Town Hall	\$15,000
Recycling	\$30,000
Police Training	\$5,000
Recreation	\$20,000
One-to-one Technology	\$25,000
DIS Fees	\$5,000
Library Copier	\$5,000
Tree Lighting	\$20,000
300 th Anniversary	\$100,000
Agricultural Land Acquisition	\$100,000

FINANCE ADVISORY BOARD RECOMMENDATION: Favorable Action (5-0-0)

SELECT BOARD RECOMMENDATION

DESCRIPTION

Under MGL Chapter 44, Section 53E½ as amended through the Municipal Modernization Act of 2016, Town Meeting is required to vote on the amount that may be spent from each revolving fund established through the Town's General Bylaws during the upcoming fiscal year prior to July 1st.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

ARTICLE 19 BORROWING RESCISSION – HIGHWAY EQUIPMENT

To see if the Town will vote to rescind an outstanding borrowing authorization, in the amount of \$40,000, which was authorized as part of the \$950,000 borrowing authorization voted as Article 3 of the October 30, 2018 town meeting; or take any action thereon.

PROPOSED MOTION: Move that the article be voted as written

FINANCE ADVISORY BOARD RECOMMENDATION: **Favorable Action (5-0-0)**

SELECT BOARD RECOMMENDATION

DESCRIPTION

An authorization for a debt exclusion of \$950,000 for 7 pieces of Highway Department equipment was approved by the voters last fall. The equipment has been ordered, at a total cost of \$910,000. This article requests the leftover authorization be rescinded.

VOTE REQUIRED FOR PASSAGE: Requires a majority vote

ARTICLE 20 ACCEPTANCE OF MASSACHUSETTS GENERAL LAWS CHAPTER 90, § 20A 1/2

To see if the Town will vote to accept M.G.L. Chapter 90, § 20A ½ in regard to the assessment and collection of parking tickets and fees; or take any action thereon.

PROPOSED MOTION: Move that the article be voted as written

FINANCE ADVISORY BOARD RECOMMENDATION: **Favorable Action (5-0-0)**

SELECT BOARD RECOMMENDATION

DESCRIPTION

Chapter 90, §20A½ is a local acceptance statute which would allow the following changes to be enacted over our currently accepted statute, Chapter 90, §20A:

- Requires parking violation notices to be in tag form
- Eliminates mailing provisions of current law
- Eliminates automatic dismissal of violator's first violation per calendar year unless there is a contrary rule or bylaw in place
- Changes the fee schedule for certain parking tickets

Although parking tickets are not a major focus of Police Department activities, we believe that the changes within 20 A1/2 provides for a more cost-effective use of police powers, with a lesser administrative burden on the Police Department.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

ARTICLE 21 DISPOSITION OF 11 MEMORIAL DRIVE (MEMORIAL SCHOOL), MAP 39, BLOCK A7

To see if the Town will vote to dispose of the fee or any lesser interest in the real property and the improvements thereon used by the Memorial School, located at 11 Memorial Drive, Leicester as shown on Assessor's Map 39, Block A7, containing about 28 acres of land, more or less, with building thereon by auction or solicitation of proposals in accordance with M.G.L. c. 30B, any such disposition to be on such terms and conditions that the Select Board shall deem appropriate, which may include the reservation of easements and restrictions and the grant of rights of access or easements appurtenant to the property; and to authorize the Select Board to take all related actions necessary or appropriate to carry out the purposes of this article; or take any action thereon.

PROPOSED MOTION: Move that the article be voted as written

FINANCE ADVISORY BOARD RECOMMENDATION: **Favorable Action (5-0-0)**

SELECTBOARD RECOMMENDATION

DESCRIPTION

The School Committee has voted to turn the Memorial School back to the Town due to declining enrollment. Closing the school is seen as a cost cutting measure and will allow the Town to explore alternative uses for the building. There are challenges to be addressed, such as an outstanding USDA loan on the property, as well as leased solar panels on the roof of the structure, but the Select Board requires town meeting authority pursuant to M.G.L. c. 40, § 15, in order to explore the lease or sale of the property.

VOTE REQUIRED FOR PASSAGE: Requires a two-thirds majority per M.G.L. c. 40, § 15.

ARTICLE 22 GENERAL BYLAW – PLACEMENT OF SIGNS ON TOWN PROPERTY

To see if the Town will vote to enact the following Town General Bylaw:

PLACEMENT OF SIGNS ON TOWN PROPERTY

Section 1: Prohibition - No person, group, organization, or company shall post or affix in any manner, any bill, placard, advertisement, or notice, either written or printed, upon any building, sidewalk, curbstone, traffic control signal, litter receptacle, tree, tree belt, fence, or post owned by the Town. In addition, no free standing or mounted bill, placard, advertisement or notice shall be placed upon any real property owned or leased by the Town, or on Town-owned property within or abutting a public way.

Section 2: Removal - Any bill, placard, advertisement, or notice placed upon Town-owned property shall be removed and discarded by the Town.

or take any action thereon.

PROPOSED MOTION: Move that the article be voted as written

FINANCE ADVISORY BOARD RECOMMENDATION: **Favorable Action (4-1-0)**

SELECT BOARD RECOMMENDATION

DESCRIPTION

The purpose of this bylaw is to eliminate use of town property for the placement of temporary signage, no matter the purpose. The premise behind the bylaw is that all town property is owned by the residents of the Town and should not be used to promote any singular goal or purpose. There are no fines attached to the bylaw; but all signs placed on town property will be removed and destroyed.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority vote

ARTICLE 23 GROUND MOUNTED SOLAR ENERGY SYSTEMS BYLAW AMENDMENT

To see if the Town will vote to amend the Leicester Zoning Bylaw Sections 5.14, Ground-Mounted Solar Energy Systems and Section 3.2, Subsection 3.2.05 (Transportation, Communication, Utility) as follows:

A. Amend Section 5.14, Ground-Mounted Solar Energy Systems, subsection 6.8. (Land Clearing, Habitat Protection, and Screening Requirements), by amending subsections A and C as follows:

A. Land Clearing

Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of the solar energy systems or otherwise prescribed by applicable laws, regulations, and bylaws. Vegetation includes all types of vegetation, including trees. Solar energy systems, to the maximum extent feasible, shall be located on previously-disturbed sites that do not require tree clearing. Existing vegetation shall remain in required setback areas, ~~except where such vegetation would shade the solar energy system. However, in no event shall clearing of existing vegetation in setbacks exceed half the required setback width.~~ In the SA district, land clearing shall not exceed sixty (60%) of the total lot area. Adequate erosion control measures shall be provided for all proposed land clearing. The Planning Board may require phasing of tree clearing to minimize potential erosion control problems.

C. Screening/Buffering:

Medium-scale and large-scale ground-mounted solar energy systems shall be screened year-round from all ~~adjoining~~ abutting properties in residential use in all zoning districts and from public and private ways in residential districts (SA, R1, and R2). For purposes of this section, abutting properties shall include adjacent properties and properties directly opposite on any public or private street or way. Such screening shall be provided in the required setback areas and where existing vegetation in setbacks is insufficient for year-round screening purposes shall consist of dense vegetative screening, fencing, berms, or other methods to adequately screen the facility, depending on site specific conditions. Landscaping shall be maintained and replaced as necessary by the owner/operator of the solar energy system.

B. Amend the Zoning Bylaw, Section 3.2, Schedule of Use, Subsection 3.2.05 (Transportation, Communication, Utility), as shown below:

3.2.05 TRANSPORTATION, COMMUNICATION, UTILITY	SA	R1	R2	B	CB	I	BI-A	HB-1 & HB-2
Large-Scale Ground-Mounted Solar Energy System	SP	SP N	SP N	SP	N	Y	Y	Y
Medium-Scale Ground-Mounted Solar Energy System	SP	N SP	N SP	Y	N	Y	Y	Y

C. Amend Section 5.14, Ground-Mounted Solar Energy Systems, by inserting a new subsection 6.13:

- 6.13. The total number of medium and large-scale ground-mounted solar energy systems in Leicester shall be limited to twenty (20). Facilities constructed prior to this bylaw are counted in this total. For the purposes of this bylaw, projects on separate parcels are considered separate projects, even if such parcels are under common ownership.

PROPOSED MOTION: Move that the article be voted as written

FINANCE ADVISORY BOARD RECOMMENDATION: **No recommendation without prejudice**

SELECT BOARD RECOMMENDATION

DESCRIPTION

The purpose of this amendment is to make corrective amendments to the Leicester Zoning Bylaw related to Ground-Mounted Solar Energy Systems, and to improve the bylaw to better protect natural resources and abutting property owners.

VOTE REQUIRED FOR PASSAGE: Requires a two-thirds majority per M.G.L. c. 40A, § 5.

ARTICLE 24 EARTH FILL AND REMOVAL

To see if the Town will amend the Leicester Zoning Bylaw by inserting a new Section 5.16, Earth Filling and Removal, and amending Section 3.2, Subsection 3.2.04 (Industrial), Section 3.30 (BR-1 Zone) and Section 5.3 (Uses Prohibited in all Districts) as follows:

A. Insert a new Section 5.16, Earth Filling & Removal, as follows:

Section 5.16 Earth Filling & Removal

A. Purpose

The purpose of this bylaw is to regulate filling of land and earth removal operations to protect of public health, safety and welfare, and to protect the integrity of natural resources in the Town of Leicester.

B. Definitions:

1. EARTH: This term shall include soil, loam, sand, gravel, clay, peat, rock, or other earth material in solid form.
2. EARTH FILLING OPERATION: the permanent filling of land that involves greater than 1,000 cubic yards of or more of earth and/or fill material per calendar year (January through December)
3. EARTH REMOVAL OPERATION: Any commercial mining, stripping, quarrying, filling, digging or blasting of earth originating from the Town of Leicester and its transportation into or out of the Town of Leicester.
4. FILL MATERIAL: Any geologic, man-made, recycled or processed material including in its entirety or as a proportion containing clay, rock, sand, gravel, peat and sediment. Material meeting the Federal and/or State definition of solid or hazardous waste or as toxic, infectious, radioactive, corrosive, or reactive material is specifically excluded.
5. FILLING OF LAND: The importation, use, redistribution, alteration or movement of earth and or fill material on or within any land area or water body within the Town of Leicester.
6. GRAVEL: Loose fragments of rock or coarse aggregate resulting from natural disintegration and abrasion of rock or processing of weakly bound conglomerate.
7. LOAM OR TOPSOIL: A soil consisting of a friable mixture of varying proportions of clay, sand, silt, and organic matter.
8. PROCESSING: The sorting or separation of earth into distinct categories based on particle size or type usually through the use of a screening process, not including stone crushing.
9. SILT: Loose sedimentary material with rock particles usually less than 1/16 mm or less in diameter based on the Wentworth scale of measurement.
10. SITE: A distinct portion of contiguous lots, under the same or different ownerships, on which an earth removal and/or fill operation is conducted, or is proposed to be conducted, under the Permit.
11. STONE CRUSHING: The mechanical operation which creates smaller sized stones or stone products from larger sized stones, boulders or particles typically using a crushing plant or similar machinery.
12. SIGNIFICANTLY GREATER CONCENTRATION: The concentration of a substance in earth or fill materials as measured by Federal or State-approved analytical methods, which is one order of magnitude or greater in concentration than the same substance measured in existing, pre-fill earth materials.

C. Applicability

1. A Special Permit from the Planning Board shall be required for:
 - a. The filling of land that involves greater than 1,000 cubic yards of or more of earth and/or fill

material per calendar year (January through December).

- b. Earth removal operation that involves excavation of more than 1,000 cubic yards of earth material per calendar year (January through December).
2. Contiguous parcels under the same ownership or right of operation shall be considered one location for the purpose of this bylaw.

D. Exemptions from Special Permit Requirements

1. Earth removal or placement of fill associated with the installation of septic systems, which shall be governed by the Commonwealth of Massachusetts Environmental Code (Title 5, 310 CMR 15.00).
2. Earth removal or the placement of fill associated with the installation of foundations for new buildings and/or building additions, which shall be governed by M.G.L. c. 143 and the Commonwealth of Massachusetts Building Code (780 CMR).
3. Earth removal or the placement of fill associated with grading and/or landscaping in connection with the otherwise lawful construction of new driveways, structures, buildings and/or building additions.
4. Earth removal or the placement of fill associated with the normal use of a cemetery.
5. Earth removal or the placement of fill associated with grading in the course of normal and customary use of land in connection with a bona fide commercial agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture operation that is exempt under MGL c.40A, §3.
6. Earth removal or the placement of fill, where the operation occurs entirely within an individual parcel or between contiguous parcels under common ownership and where a town-accepted public way is not used for the transportation of the material.
7. Earth removal or the placement of fill related to a new subdivision road that has been approved by the Planning Board, or by the Zoning Board of Appeals pursuant to M.G.L. c. 40B, where there is already a bond in place with the Town to ensure performance.
8. Earth removal or the placement of fill for the construction, maintenance and repair of fire ponds, existing public roadways or the installation of public utilities and appurtenances.
9. Operations lawfully in existence at the time of adoption of this bylaw to the extent that such operations are protected by MGL c.40A, §6.

E. Prohibited Activities and Uses:

The following activities and uses are prohibited in the Town of Leicester:

1. Use or importation of earth or fill materials whose quality would either meet Federal or State criteria for definition as being toxic, reactive, radioactive, corrosive, explosive, hazardous, infectious, oil-impacted, or as a hazardous or solid waste.
2. Use or importation of earth or fill containing toxic, reactive, corrosive, hazardous, infectious, or solid waste at individual concentrations, or presence by weight or volume, which would render such material a regulated substance or material subject to M.G.L. c. 21E or as a Solid Waste as defined in the regulations promulgated by the Massachusetts Department of Environmental Protection as 310 Code of Massachusetts Regulations (CMR) 19.00.
3. Use or importation of earth or fill at any location not otherwise regulated or permitted for acceptance of earth materials containing toxic, reactive, radioactive, corrosive, hazardous, infectious, oil, solid waste, or metals when such fill materials contain concentrations of these substances less than regulatory criteria established for reporting or special handling purposes but with one or more significantly greater concentrations by weight or volume than existing, pre-fill concentrations.
4. Transport of earth or fill materials in a manner which is prone to release the same during transport.

5. Use of earth or fill materials in a manner which renders the fill area structurally unstable, produces uncontrolled leachate or off-gases, creates nuisance conditions, creates uncontrolled storm water run-off, siltation, or visually apparent erosion of fill materials, or where finished fill grading slopes are not properly stabilized.
6. Construction of permanent structures over or adjacent to areas of fill unless the fill material is structurally stable and free of emissions or other hazardous criteria relative to permanent building construction and use.
7. Use of fill material which may cause chemical or physical impact to off-site ground water, surface water, or wetland resource areas without specific Soil Management Plan and field procedures designed to prevent degradation of these natural resources. This prohibited use specifically includes, but is not limited to, fill materials containing nutrient or salt concentrations at significantly greater concentrations than pre-existing soil conditions on the site.

F. General Standards

1. Earth Filling Operations:
 - a. Throughout the length of the project, the applicant must identify the point of earth material origin and receiving location for fill material and must document that 1) that the earth material is not otherwise prohibited from use as fill material in accordance with Leicester's Zoning Bylaw and Regulations or other applicable Federal and State standards, regulations, and guidelines; and, 2.) that a Massachusetts Licensed Site Professional (LSP) has compared analytical results of earth materials to existing, pre-fill conditions specific to the location and determined that the concentrations of substances in the earth materials intended for use as fill do not contain significantly greater concentrations than existing, pre-fill conditions for that location. The applicant will facilitate off-site inspections at points of origin for earth materials if requested by the Planning Board or its agents.
 - b. The LSP shall perform site inspections during the course of the project as specified by the Planning Board to ensure compliance with Leicester's Bylaws and Regulations and shall upon completion of work provide written certification signed and stamped stating that all earth materials used for fill comply with Leicester's Bylaws and Regulations and applicable Federal and State Regulations.
 - c. Should an applicant or Special Permit holder seek an Administrative Consent Order (ACO) from the Massachusetts Department of Environmental Protection to use or deposit earth or fill materials in the Town, the Town reserves all rights to impose additional requirements upon the applicant or Special Permit holder to assure mitigation of all impacts or effects of the activities undertaken pursuant to such ACO.
2. Earth Removal Operations
 - a. All topsoil and subsoil stripped from operation areas shall be stockpiled, seeded with an erosion control seed mixture, and used in restoring the area.
 - b. If erosion control structures are utilized, these devices shall be in place and stabilized before excavation can begin in the affected area. These structures shall be inspected and maintained in accordance with the approved plan and the capacity of the structural device.
 - c. Except for fire ponds, no area shall be excavated so as to cause the accumulation of free-standing water. Drainage shall be provided as needed in accordance with accepted engineering and conservation practices. Measures shall be taken to ensure that silting and sedimentation of nearby streams is not caused by a temporary or permanent drainage systems on site. Drainage shall not lead directly into streams, ponds, abutting properties nor shall drainage from access roads drain directly onto public ways.
 - d. The active excavation area shall not exceed a total of three (3) acres at any one time. Natural vegetation shall be left and maintained on undisturbed land for screening and noise reduction purposes.
 - e. Restoration shall be carried on simultaneously with excavation, so that when any three (3) acre operation area has been excavated, at least two (2) acres shall be restored before work commences on the next contiguous three (3) acres.

G. Financial Security; Inspection of Conditions

1. The applicant shall provide financial surety in the form of a cash deposit or bond, or similar financial surety acceptable to the Planning Board, to insure faithful performance of the work to be undertaken pursuant to the conditions of approval or approval with modifications, and conditioned upon completion of the regulated activity in accordance with the conditions established by the Planning Board at the time of granting of the Special Permit or any subsequent changes of such conditions.
2. The Planning Board may waive or reduce the financial surety requirements, but no such financial surety shall be released, until the applicant has complied with the conditions of approval and this bylaw. The Planning Board shall act on a requested release of the financial surety within sixty-five (65) days of submission of the applicant for such release.

H. Special Permit Procedures

1. The Planning Board may adopt and periodically amend its Special Permit Regulations for the implementation of this Bylaw. Such Regulations may set forth performance standards for earth removal and fill operations, impose filing and consultant fees, define additional terms not inconsistent with the Bylaw, and establish administrative procedures. Failure by the Planning Board to adopt such rules and regulations or a legal declaration of their invalidity by a court of law shall not act to suspend or invalidate the effect of this Bylaw.
2. Any person wishing to obtain a Special Permit under this Section shall file a completed application for a Special Permit together with any required supporting data, maps, and the filing fee in accordance with the Planning Board's Special Permit Regulations and Fee Regulations.
3. Any Permit issued is non-transferable and shall automatically expire upon completion of the earth removal or fill project for which it was issued or at such time as may be specified in said Special Permit. In no case shall a Special Permit be issued initially for a period longer than three years. A Special Permit may be renewed for up to two years or lesser time as determined by the Planning Board after evidence is presented that all conditions of the expiring Special Permit have been complied with and the work has been performed in good faith. There is no limit on the number of Permit renewals an Applicant can apply for. A public hearing may be required by the Planning Board, at its discretion, for renewal of Special Permits.
4. The applicant shall pay reasonable fees for independent inspection to assess adherence to the Planning Board's special permit conditions in accordance with the Planning Board's Special Permit Regulations and Fee Regulations. Said fee shall be deposited into a Revolving Fund Account pursuant to M.G.L. c. 40, §53G.

I. Special Permit Criteria for Earth Removal & Fill Operations

1. The Planning Board shall use the general standards for Special Permit Approval contained in the Planning Board Special Permit Regulations, any district-specific special permit requirements, and the additional standards contained herein
2. Permits for earth removal and/or fill operations shall be granted by the Planning Board only upon its written determination that the proposed use shall not cause substantial detriment to the neighborhood, or the Town, considering the characteristics of the site and the proposal in relation to the site and surrounding environment. In addition to any specific factors that may be set forth elsewhere in this Bylaw and its associated Regulations, such determination shall include consideration of each of the following:
 - a. Impacts on the natural environment
 - b. Traffic flow and safety, including loading and unloading; and
 - c. Management of stormwater
3. No Special Permit shall be issued for the removal of earth or the placement of fill in any location if such an operation will:

- a. endanger the public safety, public health or constitute a nuisance; or
- b. produce noise, dust, or other noxious effects observable at the lot lines of the property in amounts objectionable or detrimental to the normal use of adjacent properties; or
- c. result in the transportation of materials in such manner as to cause traffic congestion, dust, spillage, noise, or other nuisances or hazards, particularly on residential streets; or
- d. result in the transportation over ways which will be unduly injured thereby; or
- e. cause irreparable harm to or loss of important wildlife, wildlife habitat or rare plant species indigenous to the area; or
- f. result in stormwater damage to abutting properties.

J. Conditions of Special Permit

The Planning Board may impose reasonable conditions on any special permit granted under this bylaw for earth filling or earth removal operations, including but not limited to the following:

- 1. Limitations on the size, number, and maximum weight of trucks that may access the property in any 24-hour period as well as routes of travel
- 2. Requirements for site security procedures
- 3. Limitations on hours of operation
- 4. Requirements for regular access to the Town of Leicester or its agents for the purpose of inspection of records or field conditions, and enforcement of this Bylaw
- 5. Implementation of erosion and sedimentation control measures to prevent material from moving offsite or into wetland or water resource areas
- 6. Limitations on slope
- 7. Requirements for ongoing monitoring by licensed professionals at the Applicant's expense to document full conformance with this bylaw and any conditions of approval.
- 8. Requirements for site stabilization and restoration

K. Violations and Enforcement

- 1. The Planning Board or its authorized agent shall enforce this Bylaw, its regulations, and the requirements and conditions of Permits issued thereunder, and may pursue civil and criminal remedies for violations of the same including but not limited to fines per Zoning Bylaw 6.5 (Penalty).
- 2. The Building Inspector or other authorized agent of the Planning Board is authorized to conduct inspections on behalf of the Planning Board. To the extent permitted by law, or if authorized by the owner, operator, or other person in control of the site, the Building Inspector or other agent of the Planning Board may enter on the site to conduct inspections.
- 3. The Building Inspector or other authorized agent of the Planning Board may issue such orders as are deemed necessary to stop violations and ensure compliance with this Bylaw, its regulations, and Permits, including an order to cease and desist operations.
- 4. If the violator holds a Special Permit issued under this Bylaw, the Planning Board may without prior hearing order that the violator cease and desist from violations of this bylaw and/or conditions of the Special Permit, or may suspend or revoke the Special Permit after a public hearing, at which point all operations shall cease until such time as the necessary measures are taken to assure compliance with this Bylaw and a new Permit is issued.

L. Change of Conditions

1. Any change in the activities not included in, or contemplated by, the Special Permit application or approved pursuant to a modification to a Special Permit shall be brought to the attention of the Planning Board or its agents prior to, or immediately following, such change in activities.
2. This notice shall be in writing and include specific actions recommended by the applicant to correct or to demonstrate compliance with the Special Permit and this bylaw. All operations shall be suspended within one operation day following such occurrence and remain suspended until the Planning Board or its agents have reviewed and amended the Special Permit with the applicants recommended change(s). Nothing herewith shall be interpreted to require acceptance of changed conditions or recommended corrective actions by the Planning Board.

B. Amend the Zoning Bylaw, Section 3.2, Schedule of Use, Subsection 3.2.04 (Industrial), as shown below:

3.2.04 INDUSTRIAL		SA	R1	R2	B	CB	I	BI-A	HB-1 & HB-2
4.	<u>Earth Removal Operation (See Section 5.16)</u> Gravel, sand or stone removal for commercial venture.	SP	SP	SP	SP	N	SP	SP	N
5.	<u>Earth Filling Operation (See Section 5.16)</u>	SP	SP	SP	SP	SP	SP	SP	SP

C. Amend Section 3.30, Business Residential-1 (BR-1) Zone, by re-numbering use nn. as oo. and inserting use pp. as follows:

~~nn.oo.~~ Brewery, Distillery, Winery by special permit

pp. Earth Removal Operation or Earth Filling Operation by special permit from the Planning Board (See Section 5.16)

D. Amend Section 5.3, Uses Prohibited in All Districts, subsection 5.3.01, as follow:

5.3.01 Dumping of other than clean fill. Dumping of refuse, contaminated or combustible materials except as a municipal function. See definition of Clean Fill (Section 1.3) and Section 5.16 (Earth Filling & Removal).

5.3.04 The stripping and removal of topsoil for use outside of the Town of Leicester boundaries. See Section 5.16 (Earth Filling & Removal)

PROPOSED MOTION: Move that the article be voted as written.

FINANCE ADVISORY BOARD RECOMMENDATION: **No recommendation, without prejudice**

SELECT BOARD RECOMMENDATION

DESCRIPTION

Currently, there are no standards or procedural requirements for importation of fill or commercial earth removal operations. These amendments establish permitting requirements and reasonable regulations for earth fill and removal operations.

VOTE REQUIRED FOR PASSAGE: Requires a two-thirds majority per M.G.L. c. 40A, § 5.

ARTICLE 25 MARIJUANA CULTIVATION (Clarification of the greenhouse issue)

To see if the Town will vote to amend the Leicester Zoning Bylaw Section 5.15, Medical Marijuana Treatment Center and Marijuana Establishments, Subsection 5.15.02 (Standards) by amending paragraph A and inserting new paragraph J as follows:

5.15.02 STANDARDS:

A. General

All aspects of a Medical Marijuana Treatment Center or Marijuana Establishment must take place at a fixed location within a fully enclosed building with opaque walls and shall not be visible from the exterior of the ~~business building. (Greenhouses with transparent or translucent walls are prohibited; glass or other transparent roofs are allowed. See related subsection J., Lighting).~~ No outside storage of marijuana, related supplies, or educational materials is permitted. Medical Marijuana Treatment Centers and Marijuana Establishments are not permitted as a home occupation. Site Plan Review is required for all Medical Marijuana Treatment Centers and Marijuana Establishments, including when the facility will reuse an existing structure.

J. Lighting

Lighting shall not extend beyond property lines. Artificial lighting from within the building(s) shall not create light pollution.

PROPOSED MOTION: Move that the article be voted as written

FINANCE ADVISORY BOARD RECOMMENDATION: **Favorable action (4-1-0)**

SELECT BOARD RECOMMENDATION

DESCRIPTION

The purpose of this amendment is to clarify that marijuana establishments, including cultivation, are allowed only in fully enclosed buildings with opaque sides.

VOTE REQUIRED FOR PASSAGE: Requires a two-thirds majority per M.G.L. c. 40A, § 5.

***TOWN OF LEICESTER
ANNUAL TOWN MEETING
May 7th, 2019***

And you are hereby directed to serve this Annual Town Meeting Warrant by posting an attested copy in at least one public place in each precinct of the Town, on the Town Clerk's bulletin board, and on the bulletin board in the front entry of the Town Hall, and also by serving a copy of said Warrant to the Moderator and the Town Clerk, not less than fourteen (14) days before the 7th day of May 2019.

Given under our hand and seal of the Town on this _____ day of _____ 2019

Respectfully submitted, Leicester Select Board

Chair

Date: _____

Pursuant to above warrant, I have notified and warned the inhabitants of the Town of Leicester by posting a certified copy in the following precincts:

- Precinct 1. Leicester Post Office,
- Precinct 2. Redemption Center/Jan's Beer Mart,
- Precinct 3. Post Office in Rochdale,
- Precinct 4. Leicester Country Bank for Savings;

and on the Town Clerk's bulletin board, in the front entry of the Town Hall, with the Moderator, and with the Town Clerk, not less than fourteen days before the 7th day of May 2019.

Printed Name of Constable

Signature of Constable

Leicester Board of Selectmen's Office

3 Washburn Square

Leicester, MA 01524

508-892.7000

I am requesting to obtain a One Day Wine and Malt License for an annual event that we will be holding on May 3rd from 3p – 730p for a Becker College Sponsored Event – Gran Finale – Commencement Convocation.

Please find listed below the required information:

Manager of Function: Robert Wilder – Director of Dining Services Chartwells

Facility Address: 964 Main Street
Leicester, MA 01524

Facility Phone Number: 774.354.0500 774.254.6427

FIN # 562-256-592

Name/Address Becker College Fuller Campus Center Area to include Outside patio, Degeronimo Lobby, Boutin Dining Room and the 2nd Floor conference Room
964 Main Street
Leicester, MA 01524

Size of Location Patio = 100 x 50 feet, Lobby = 75x100 feet, Dining Room = 75x100 feet

Date of Function Event: May 3, 2019

Hours of Operation Event 3p – 730p

Activity Event Is Non Profit by Becker College

Certificate of Insurance Attachment

Leicester Board of Selectmen's Office

3 Washburn Square

Leicester, MA 01524

508-892.7000

I am requesting to obtain a One Day Wine and Malt License for an annual event that we will be holding on May 4th from 3p – 7p for a Becker College Sponsored Event – Gran Finale – Commencement Convocation.

Please find listed below the required information:

Manager of Function: Robert Wilder – Director of Dining Services Chartwells

Facility Address: 964 Main Street
Leicester, MA 01524

Facility Phone Number: 774.354.0500 774.254.6427

FIN # 562-256-592

Name/Address Becker College Fuller Campus Center Area to include Outside patio, Degeronimo Lobby, Boutin Dining Room and the 2nd Floor conference Room
964 Main Street
Leicester, MA 01524

Size of Location Patio = 100 x 50 feet, Lobby = 75x100 feet, Dining Room = 75x100 feet

Date of Function Event: May 4, 2018

Hours of Operation Event 3p – 7p

Activity Event Is Non Profit by Becker College

Certificate of Insurance Attachment



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 5

DATE (MM/DD/YYYY)
09/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of North Carolina, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: National Union Fire Insurance Company of P</td><td>19445</td></tr><tr><td>INSURER B: ACE Property & Casualty Insurance Company</td><td>20699</td></tr><tr><td>INSURER C: New Hampshire Insurance Company</td><td>23841</td></tr><tr><td>INSURER D: National Fire & Marine Insurance Company</td><td>20079</td></tr><tr><td>INSURER E: American Home Assurance Company</td><td>19380</td></tr><tr><td>INSURER F: Illinois National Insurance Company</td><td>23817</td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Insurance Company of P	19445	INSURER B: ACE Property & Casualty Insurance Company	20699	INSURER C: New Hampshire Insurance Company	23841	INSURER D: National Fire & Marine Insurance Company	20079	INSURER E: American Home Assurance Company	19380	INSURER F: Illinois National Insurance Company	23817
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COVERAGES

CERTIFICATE NUMBER: W7671007

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL 5425724	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY <input type="checkbox"/> Damage <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 9581320	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			XOO G27738631 004	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> No	N/A		WC 031467819	09/30/2018	09/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Liquor Liability			GL 5425720	09/30/2018	09/30/2019	Each Common Cause \$1,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\$1,000,000 SIR applies as respect to General Liability per terms and conditions of this policy.

The umbrella policy follows the primary insurance coverage captioned above subject to the policy terms and conditions.

SEE ATTACHED

CERTIFICATE HOLDERTown of Leicester
964 Main Street
Leicester, MA 01524**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 5

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC USA	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Policy #WC 031467819 Covers States of
 AL, AR, CO, CT, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, MI, MN, MO, MS, MT, NE, NM, NV, OK, OR, RI, SC, SD, TN, TX, WV.

\$1,000,000 SIR applies as respect to Liquor Liability per terms and conditions of this policy.

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh
 POLICY NUMBER: CA 9581320 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

NAIC#: 19445

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Garagekeepers	Limit	\$2,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh
 POLICY NUMBER: CA 9581321 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

NAIC#: 19445

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - MA Any Auto Self-Ins. Phy Damage	Combined Single Limit	\$2,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh
 POLICY NUMBER: CA 9581323 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

NAIC#: 19445

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - VA Any Auto Self-Ins. Phy Damage	Combined Single Limit	\$2,000,000

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 5

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: National Fire & Marine Insurance Company NAIC#: 20079
 POLICY NUMBER: 42-XSF-302909-03 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Business Auto Liability	Combined Single Limit	\$3,000,000
Any Auto		

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: WC 031467826 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/	E.L. Each Accident	\$2,000,000
Employers Liability	E.L. Disease-Pol Lim	\$2,000,000
WC - Per Statute	E.L. Disease Each Emp	\$2,000,000

ADDITIONAL REMARKS:
 Policy Covers States of: AK, AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: WC 031467821 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/	E.L. Each Accident	\$2,000,000
Employers Liability	E.L. Disease-Pol Lim	\$2,000,000
WC - Per Statute	E.L. Disease Each Emp	\$2,000,000

ADDITIONAL REMARKS:
 Policy Covers States of: MA, WI, Stop Gap Coverage: ND, OH, WA, WY.



ADDITIONAL REMARKS SCHEDULE

Page 4 of 5

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC USA	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380
 POLICY NUMBER: WC 031467825 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation/	E.L. Each Accident	\$2,000,000
Employers Liability	E.L. Disease-Pol Lim	\$2,000,000
WC - Per Statute	E.L. Disease Each Emp	\$2,000,000

ADDITIONAL REMARKS:
 Policy Covers State of CA

INSURER AFFORDING COVERAGE: Illinois National Insurance Company NAIC#: 23817
 POLICY NUMBER: WC 031467820 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/	E.L. Each Accident	\$2,000,000
Employers Liability	E.L. Disease-Pol Lim	\$2,000,000
WC - Per Statute	E.L. Disease Each Emp	\$2,000,000

ADDITIONAL REMARKS:
 Policy Covers State of FL

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: WC 031467822 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/	E.L. Each Accident	\$2,000,000
Employers Liability	E.L. Disease-Pol Lim	\$2,000,000
WC - Per Statute	E.L. Disease Each Emp	\$2,000,000

ADDITIONAL REMARKS:
 Policy Covers State of ME

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 5 of 5

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC USA	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

NAIC#: 23841

POLICY NUMBER: XWC 4595617 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Employers Liability	Each Accident	\$2,000,000
	Each Employee	\$2,000,000

ADDITIONAL REMARKS:

Excess Workers Compensation for OH

INSURER AFFORDING COVERAGE: AIU Insurance Company

NAIC#: 19399

POLICY NUMBER: WC 031467827 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/	E.L. Each Accident	\$2,000,000
Employers Liability	E.L. Disease-Pol Lim	\$2,000,000
WC - Per Statute	E.L. Disease Each Emp	\$2,000,000

ADDITIONAL REMARKS:

Policy Covers State of NY



Town of Leicester

APPLICATION FOR GENERAL LICENSES

Applicant Information

Applicant Name Saad Sourial Applicant Phone 617-223-1862

Applicant Email Saad.Sourial@gmail.com

Business Information

Type of Business Convenient store

Business Name Cross Road Market

Corporation Name (if applicable) Saint Antony Inc.

Business Address 1060 Main St

Mailing Address (if different) _____

Business Phone (508) 892-8044 Business Email _____

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Common Victualler (\$35) | <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.

Saad Sourial
Name of Applicant

[Signature]
Signature of Applicant

Social Security or FIN _____

Saad Sourial President
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*

Common Rick Miller
Leicester

PERMIT/LICENSE FORM FOR NEW BUSINESSES
TOWN OF LEICESTER

Date Issued 4/1/19 Date Submitted _____

Business Name	<u>Crossroads</u>	Applicant Name	<u>Saad Sourial</u>
Type of Business	<u>Convenient Store</u>	Applicant Address	
Manager	<u>Saad Sourial</u>	Applicant Phone	<u>617-223-1862</u>
Business Address	<u>1060 Main St</u>	Are you a US Citizen? (Yes) or No	
Business Phone	<u>(508) 892-8044</u>	Are you a permanent resident? (Yes) or No	

Permit Type	Issued By	Approval Date	Permit Type	Issued By	Approval Date
Zoning (Town Hall, 1st Fl.)			Fire Dept (must call)		
508-892-7003	<u>OK</u>	<u>4-1-19</u>	508-892-7022	<u>OK</u>	<u>4-1-19</u>
Kelly Conroy			Leave a message		
notes:			notes:		
Planning (Town Hall, 1st Fl.)			Code (Town Hall, 1st Fl.)		
508-892-7019	<u>N/A</u>	<u>4-1-19</u>	508-892-7003	<u>OK</u>	<u>4-1-19</u>
Barbara Knox			Kelly Conroy		
notes:			notes:		
Conservation (Town Hall, 1st Fl.)			Gas/Plumbing (Town Hall, 1st Fl.)		
508-892-7007	<u>N/A</u>	<u>4-1-19</u>	508-892-7003	<u>OK</u>	<u>4-1-19</u>
Barbara Knox			Kelly Conroy		
notes:			notes:		
Assessor (Town Hall, 2nd Fl.)			Electrical (Town Hall, 1st Fl.)		
508-892-7001	<u>OK</u>	<u>4/1/19</u>	508-892-7003	<u>OK</u>	<u>4-1-19</u>
Kathy Asquith			Kelly Conroy		
notes:			notes:		
Tax Collector (Town Hall 2nd Fl.)			Health (Town Hall, 1st Fl.)		
508-892-7004	<u>OK</u>	<u>4/1/19</u>	508-892-7008	<u>OK</u>	<u>4/1/19</u>
Amy Perkins			Kelly Conroy		
notes:			notes:		
Police Dept (90 S. Main St.)			Town Clerk (Town Hall, 2nd Fl.)		
508-892-7010 x2010	<u>25/1/19</u>	<u>4-1-19</u>	508-892-7011 (SECOND TO LAST)	<u>OK</u>	<u>4/1/19</u>
Chief James Hurley			Deborah Davis		
notes:			notes:		

Select Board (Town Hall, 2nd Fl.)		
508-892-7000 (LAST)		
Kristen Forsberg		
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.

- sandwiches - breakfast
- grill + using equipment already there



OFFICE OF THE TOWN CLERK TOWN OF LEICESTER

3 WASHBURN SQUARE • LEICESTER, MASSACHUSETTS 01524-1333
TELEPHONE: (508) 892-7011 • FAX: (508) 892-7070
www.leicesterma.org

DEBORAH K. DAVIS
TOWN CLERK
E-mail: davidd@leicesterma.org

SUSAN M. ZUSCAK
ASSISTANT TOWN CLERK
E-mail: zuscaks@leicesterma.org

BUSINESS CERTIFICATE

April 3, 2017

In conformity with the provisions of Chapter one hundred and ten, Section five of General Laws, as amended, the undersigned hereby declare(s) that a business under the title of

Saint Antony Inc. DBA Crossroads Marketplace

Is conducted at 1060 Main Street, Leicester, Massachusetts,

Full Name

Saad Sourial

Residence

1 Hammond Cir., Hudson, MA 01749

Signed

THE COMMONWEALTH OF MASSACHUSETTS

WORCESTER SS

April 03, 2017

Personally appeared before me the above named

Saad Sourial

and made oath that the foregoing statement is true.

Assistant Town Clerk

April 03, 2021

Certificate expires four years from date of issue



TOWN OF LEICESTER

Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

TELEPHONE: (508) 892-7016 • FAX: (508) 892-7506

Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

April 10, 2019

**Richard F. Niddrie
Suzanne A. Niddrie**

Dear Mr. and Mrs. Niddrie:

Thank you for your generous donation of \$100 to our senior center. In May we will be having our 3rd annual prom. This year the middle school students who attend our Parlez-Vous-Francais class will be here for an evening of fun, good food and entertainment. Your donation will help us to have another successful event.

We hope you can join us. The event is scheduled for May 10 at 6:00 p.m. when dinner will be served. Thereafter we will dance to the music of Duane Carlson. Let us know if you can make it.

Again thank you.

Sincerely,

**Rachelle S. Cloutier, M.Ed.
Director of Elder Affairs**

Cc: Town Administrator and Board of Selectmen



TOWN OF LEICESTER

Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

TELEPHONE: (508) 892-7016 • FAX: (508) 892-7506

Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

April 1, 2019

Camosse Family Foundation Inc.

Attention: Henry, Craig and Camosse family:

Dear Henry and Camosse Family:

Thank you for your generous donation of \$2,000 which will help us replace card tables that are beyond repair. We not only use these for the folks who enjoy playing cards; we also use these for the Parlez Vous Francais classes and when we hold a wellness fair at the center where up to 30 vendors come to display their products or services. We have had instances where the legs on these tables give up and the product on display lands on the floor. We need decent sturdy tables. This money will go a long way for us to replace.

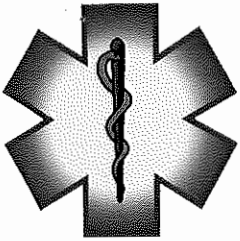
Again thank you.

Sincerely,

Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

Cc: Town Administrator and Board of Selectmen



Town of Leicester • Emergency Medical Services

3 Paxton Street • Leicester, MA 01524

MARK F. WILSON, EMS Director • PHONE: (508) 892-7006

Date: April 2, 2019

To: Board of Selectmen

From: Robert F. Wilson *RFW*
EMS Director

Subject: Donations

I respectfully request the Board accept \$1120.00 in donations, in memory of Peter Martinson. Attached is a list of family and friends that have made generous donations to the EMS department.

Thanking you in advance for your consideration in this matter.

Richard & Judith McGauran
881 Ridgeway Cir
Talladega, AL 35160

Pamela & Diana Thompson
735 Stone Ave
Talladega, AL 35160

Ronald & Susan Teixeira
129 Ash St
Spencer, MA 01562

Ron & Christine Engvall
91 Pleasant ST
Leicester, MA 01524

James & Linda Crouse
3007 Sky Blue Cove
Brandenton, FL 34211

Marguerite Soojian
1666 Main St
Leicester, MA 01524

Ted & Judy Antanavica
208 Pine St
Leicester, MA 01524

Bob & Arlene Zemaitis
101 Pleasant St
Leicester, MA 01524

Charles & Linda Sargent
725 Western Ave
Westfield, MA 01085

Jennifer Nicosia
Debbie & Ralph
Tina & Dennis
Janis
118 Bennington St FL2
East Boston, MA 02128

Gary & Sandra Chapman
160 Cherokee Rd
Cropwell, AL 35054

Mark Mundell
164 Fiskdale Rd
Brookfield, MA 01506

Salisbury Central School
45 Lincoln City Rd, PO Box 1808
Lakeville, CT 06039-1808

Jane Todd
79 Pleasant ST
Leicester, MA 01524

Peter & Donna Hendrickson
1 Breezy Green Circle
Leicester, MA 01524

Lawrence & Sandra Swetland
387 Tavistock Dr
Medford, NJ 08055

Charles & Karin Brown
178 Justice Hill Cutoff
Sterling, MA 01564

David & Jodie Martinson
50 Coolidge Cir
Northborough, MA 01532

Rosemary Nichols
18 Rawson Drive
Leicester, MA 01524

Leonard & Judith Ivel
130 Pleasant St
Leicester, MA 01524

Elm Park Chiropractic
124 Russell ST
Worcester, MA 01609

Francis & Kristina
179 E. Princeton Rd
Princeton, MA 01541

TOWN OF LEICESTER

SCHEDULE OF DEPARTMENTAL PAYMENTS TO TREASURER

Dept. Parks & Rec

Date: _____

[illegible]

Prepared by: Regina Pingleton

1213.00
Grand Total

To the Departmental Officer making the Payment:

Received the sum of \$_____ for collections as per above schedule filed in my

Treasurer

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: Town of Leicester		DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT	
Legal Address: (W-9, W-4,T&C): 1078 MAIN ST LEICESTER,MA,01524		Business Mailing Address: 10 Park Plaza, Boston, MA 02116	
Contract Manager:		Billing Address (if different):	
E-Mail:		Contract Manager: Matthew Bamonte	
Phone:	Fax:	E-Mail: Matthew.Bamonte@dot.state.ma.us	
Contractor Vendor Code: VC0000497849		Phone: 857-368-9181	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
(Note: The Address Id Must be set up for EFT payments.)		RFR/Procurement or Other ID Number:	
<div style="text-align: center;"><u>X</u> NEW CONTRACT</div> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<div style="text-align: center;"><u> </u> CONTRACT AMENDMENT</div> Enter Current Contract End Date <u>Prior</u> to Amendment: Enter Amendment Amount: . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following MassDOT TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> MassDOT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). <u>\$29,836.07</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The following reimbursement agreement between the Massachusetts Department of Transportation (MassDOT) and the Town of Leicester will fund traffic signal preemption improvements at the Route 9/Route 56 intersection.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ____, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>6/30/19</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions http://transnet/docs/ComApp/MassDOTTermsandConditions.doc , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR MassDOT: X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

MASSDOT STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) (See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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posted.

MASSDOT TERMS AND CONDITIONS

The MassDOT Terms and Conditions has been executed by the Contractor and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, §9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the **Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here**. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Department/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

MassDOT and Contractor Ownership Rights. The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, s. 39R; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 s. 26, s. 27 and s. 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, s. 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth/MassDOT customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45 (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the MassDOT Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright

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infringement under Section 11 nor the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29 s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing MassDOT may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of MassDOT's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

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This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: Town of Leicester		DEPARTMENT NAME: Massachusetts Department of Transportation	
Legal Address: (W-9, W-4, T&C): 1078 MAIN ST LEICESTER, MA, 01524		MMARS Department Code: DOT	
Contract Manager:		Business Mailing Address: 10 Park Plaza, Boston, MA 02116	
E-Mail:		Billing Address (if different):	
Phone:		Contract Manager: Matthew Bamonte	
Fax:		E-Mail: Matthew.Bamonte@dot.state.ma.us	
Contractor Vendor Code: VC0000497849		Phone: 857-368-9181 Fax:	
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s):	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number:	
<p style="text-align: center;"><u>X</u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>		<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment:</p> <p>Enter Amendment Amount: .. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The following MassDOT TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.</p> <p><u>X</u> MassDOT Terms and Conditions</p>			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00.</p> <p><u> </u> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><u>X</u> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). <u>\$29,836.07</u></p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The following reimbursement agreement between the Massachusetts Department of Transportation (MassDOT) and the Town of Leicester will fund traffic signal preemption improvements at the Route 9/Route 56 intersection.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><u>X</u> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>.</p> <p><u> </u> 2. may be incurred as of <u> </u>, 20<u> </u>, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>.</p> <p><u> </u> 3. were incurred as of <u> </u>, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>6/30/19</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions http://transnet/docs/ComApp/MassDOTTermsandConditions.doc, this Standard Contract Form including the <u>Instructions and Contractor Certifications</u>, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u>, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____</p> <p style="text-align: center;">(Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>		<p>AUTHORIZING SIGNATURE FOR MassDOT:</p> <p>X: _____ Date: _____</p> <p style="text-align: center;">(Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>	

MASSDOT STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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posted.

MASSDOT TERMS AND CONDITIONS

The MassDOT Terms and Conditions has been executed by the Contractor and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, s.9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, s.9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Department/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

MassDOT and Contractor Ownership Rights. The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth/MassDOT customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45 (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the MassDOT Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright

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infringement under Section 11 nor the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing MassDOT may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of MassDOT's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

SELECT BOARD MEETING MINUTES
APRIL 1, 2019 at 6:30pm
TOWN HALL, SELECT BOARD CONFERENCE ROOM

CALL TO ORDER/OPENING

Chairwoman Provencher called the meeting to order at 6:30pm. Chair Dianna Provencher, Vice Chair Sandra Wilson, Selectman Harry Brooks, Selectman Rick Antanavica, Town Administrator David Genereux, Assistant to the Town Administrator Kristen Forsberg and Student Liaisons Alyssa Pupillo and Katheryn Stapel were in attendance. Selectman Green was absent.

1. SCHEDULED ITEMS

a. 6:30pm – Devin Kravitz Memorial Race – Request to Use Town Roads

A motion was made by Ms. Wilson and seconded by Mr. Brooks to authorize the use of town roads for the Devin Kravitz Memorial Race on August 31, 2019. The motion carried 4:0:0.

b. 6:35pm – Library Expansion & Renovation Update

Mr. Genereux provided a brief update on the library expansion and renovation project. The project remains at 98% completion. The Building Committee has expressed some frustration regarding the completion of the last remaining items. The furniture is on order and will be delivered within the next 60 days. The committee voted to authorize February and March payments to the General Contractor but hold the checks until further progress is made. The estimated opening is in May.

c. 6:45pm – Cultivate Host Community Agreement

Rob Lally and Sam Barber with Cultivate discussed their proposed expanded cultivation facility to be located at 22 Burncoat Street. Cultivate has reached an agreement with the property owner and has begun preliminary site work. Mr. Lally noted the proposed site would have more office capacity, additional processing and distribution space in addition to the primary use as a cultivation facility. Mr. Barber stated he anticipates adding 25-30 employees at the new site and the facility would be built out in two phases. The projected size of the facility is still being discussed. Mr. Genereux stated the agreement calls for \$100,000 upon facility completion, \$125,000 in year 2 and \$150,000 per year for the final 3 years of the agreement in addition to new taxes estimated at \$100,000 per year. A motion was made by Ms. Wilson and seconded by Mr. Brooks to approve the Host Community Agreement with Cultivate Holdings, LLC for a cultivation facility to be located at 22 Burncoat Street. The motion carried 4:0:0.

2. PUBLIC COMMENT PERIOD

Steven Palauskas discussed the water rates in Cherry Valley and the working group of districts, legislators and town officials. 1000 cubic feet is \$174.20 water – may have overlooked \$29 flat fee. Website called monkeybutler.com put in a rate calculator for any water or sewer district in town. Clarification was made that Hillcrest water and Hillcrest sewer are separate districts with their own unique boundaries and board of commissioners.

Mike Shivick stated Towtaid Park cleanup went well and thanks to highway for their assistance. Blackstone River Valley plaques have been vandalized – funding is an issue – can someone with the board follow up – what would the price be?

3. REPORTS & ANNOUNCEMENTS

a. Student Liaison Reports

Topics discussed included Primary wellness fair, freedom trail at memorial, ELA MCAS upcoming, middle school 6th grade trip to nature's classroom, international club trip to London and Italy, evening with the arts on April 4th at the High School.

b. Select Board Reports

The Select Board discussed several topics including:

- Nomination papers for elected offices being available as of today and due April 23rd;
- The most recent joint water/sewer meeting went well, DEP, Governor's media coordinator was there;
- Rabies clinic Sat April 13th 10am to noon – Town Clerk's office open as well;
- Recommended that ads for Highway summer help be issued;
- Availability of natural gas – getting an updated cost estimate on cost to get it to Town Hall – as for expanding it down Rte. 56, Mr. Genereux explained that they stated unless you have an end user that will use enough gas to make it worth their while they will not build
- Memorial school deeded to the town from the Smith family,
- MMA legislative breakfast meeting on DY2020 budget, chapter 70 and charter school finance reform
- Marijuana, public records, funding OPEB.

c. Town Administrator Report

Work on Church Street bridge will commence May 6th – set to be open to traffic by August 16th, agreement with Little League and Girls Softball will be reviewing – had at least 3 groups present at the site visit – bids due April 16th.

4. RESIGNATIONS & APPOINTMENTS

a. Appointment – Election Workers

Motion made by Mr. Brooks, seconded by Mr. Antanavica, to appoint the election workers as presented. Motion carried 4:0:0.

b. Appointment – Cheyenne Cusson - Assistant Treasurer/Collector

Assistant Collector Ms. Cusson introduced herself to the Board. She stated that she was crossed trained by the previous Assistant Treasurer before she left, and she feels comfortable moving into the new Assistant Treasurer/Collector position based on what she was taught so far. Motion made by Ms. Wilson to Appoint Ms. Cusson to Assistant Treasurer/Collector, seconded by Mr. Brooks. Motion carried 4:0:0.

c. Department Assistant Position – Treasurer/Collector Office

Mr. Genereux stated that he was posting the position internally for period of 10 days – notifications go out to all departments and on website. Assuming no suitable candidates come forward will post externally. This would be a Level 2 position; main role will be customer service and data entry. Originally the office had one level 4 and two level 3 positions. The new configuration is level 4, 3, and 2, which will create a succession plan in the office.

5. OTHER BUSINESS

a. Revote to Expend \$122,000 from the School Special Education Stabilization Account in FY20

Mr. Genereux asked the Board to reword a vote taken a previous meeting. Motion made by Mr. Brooks, seconded by Ms. Wilson. Voted carried 4:0:0.

b. Amendment #3 – Finegold Alexander Contract – Middle School Feasibility Study

Mr. Genereux explained that this amendment was for hazardous materials inspection services for existing middle school as part of MSBA feasibility study. Mr. Antanavica requested that the existing buildings, including the

Memorial School be considered. Motion made by Mr. Brooks, seconded by Ms. Wilson to authorize the Chair to sign the contract amendment. Motion carried 5:0:0.

c. Vote Hours for Annual Town Election – June 11, 2019 from 12pm to 8pm – Town Hall Gym

Motion made by Mr. Brooks, Seconded by Ms. Wilson to set the hours for the Annual Election as written. Motion carried 4:0:0

d. Sign Annual Town Meeting Warrant and/or Vote Board Recommendations

Mr. Brooks stated that he wanted to wait for the Finance Advisory Board recommendations.

Mr. Genereux walked the board through the draft warrant – key topics of discussion included the proposed highway/ed position, the FY20 budget, and vocational tuition

e. 1 Paxton Street Reuse Discussion

Dianna Calvano, President of the Leicester Historical Society was present and discussed having the building restored via donation of craftsmen work, and grant opportunities. Representatives from the Historic Society and the Historic Commission met to discuss the possibility of the museum, and establishing a friends group. They are also almost ready to submit for a \$5,000 grant.

Historical Commission voted on January 20th to recommend the town retain ownership for one year working in partnership with the Leicester historical society to create a historical museum – By August of 2019 Historical Commission will notify board if this isn't working out and work with the board to ensure preservation of property

Motion made by Mr. Antanavica, seconded by Mr. Brooks to allow the Historic Commission to take control of the building. Voted 4:0:0.

6. MINUTES

a. March 18, 2019

Motion made by Mr. Brooks, Seconded by Mr. Antanavica to accept the meeting minutes as written. Voted 4:0:0.

b. March 25, 2019

Mr. Brooks request that we had language regarding the discussion of economic development position – the Board was in agreement that the Town needs this position. Motion made by Mr. Brooks, to vote the amended meeting minutes, seconded by Mr. Antanavica. Motion carried 4:0:0.

7. EXECUTIVE SESSION

a. Executive Session Minutes

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

A motion was made by Ms. Wilson and seconded by Mr. Brooks, at 8:57 pm to enter into executive session under Mass General Law Chapter 30A, Section 21A, Exceptions 3 and 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 and to review executive session minutes. The Chair declared that to discuss these matters in open session would compromise the position of the Town. Roll call: 4:0:0.

A motion to adjourn was made by Mr. Antanavica and seconded by Mr. Brooks at 10:14 pm. Roll call: 4:0:0.