

AMENDED
PUBLIC NOTICE POSTING REQUEST
OFFICE OF THE LEICESTER TOWN CLERK
ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: June 17, 2019

TIME: 6:30pm

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

REQUESTED BY: Kristen L. Forsberg

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

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 6:30pm – Select Board Reorganization
- b. [6:30pm – Liquor License Change of Category Hearing – Northeast Pizza, 1205 Main Street](#)
- c. 6:45pm – Middle School Project Update – Middle School Building Committee

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Select Board Reports
- c. [Town Administrator Report](#)
- d. [Recognition – Officers Lombardozi and Brooks](#)

4. RESIGNATIONS & APPOINTMENTS

- a. Appointment – Middle School Building Committee Select Board Position – Harry Brooks
- b. [Appointments – Memorial School Disposition Subcommittee](#)
- c. [Appointment – Per Diem EMT-Basic – Harsh Patel](#)
- d. [FY20 Reappointments](#)
- e. [FY20 Board Appointments & Assignments](#)

5. OTHER BUSINESS

- a. [Request to Dispose of Surplus Highway Equipment](#)
- b. [Line Painting Update](#)
- c. [Contracts – FY20 Highway Materials](#)
- d. [Maple Hill Disc Farms – \(4\) One Day Beer/Wine License Request – 132 Marshall Street](#)
- e. [Police Department Donation](#)
- f. [Police Assessment Center Proposals](#)
- g. [FY20 Select Board Meeting Dates](#)
- h. [Reserve Fund Transfers – Veterans Benefits, Town Hall Building Maintenance, Town Hall Electrical Panels](#)
- i. [Letter of Support – EDA Water & Sewer Feasibility Study Grant](#)
- j. [Contract – Animal Inspector – Janet King](#)
- k. [FY17 CDBG Grant Extension](#)
- l. [Set Trick or Treating Date and Time](#)

6. MINUTES

- a. [June 3, 2019](#)

ADJOURN



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

May 23, 2019

Worcester Telegram
20 Franklin St
Worcester MA 01608

Attn: Legal Advertising Dept.

Please run the following legal advertisement **in the earliest available publication for one day only**. Forward tear sheet and invoice to the address listed below. **Account is the Leicester Board of Selectmen**. Thank you.

Kristen L. Forsberg
Assistant to the Town Administrator
3 Washburn Square
Leicester MA 01524
forsbergk@leicesterma.org

Public Hearing - Town of Leicester
Liquor License Change of Category – Northeast Pizza

Notice is hereby given pursuant to MGL Chapter 138, Section 15, that the Leicester Select Board will hold a public hearing on Monday, June 17th at 6:30pm in the Town Hall Select Board Conference Room, Lower Level, 3 Washburn Square, Leicester MA regarding an application for a liquor license change of category from beer and wine to all alcohol at Northeast Pizza, 1205 Main Street, Leicester MA 01524.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Leicester

City/Town

00029-RS-0600

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input checked="" type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

APPLICANT INFORMATION

Name of Licensee	<input type="text" value="S. W. Barrett's Inc."/>	DBA	<input type="text" value="Northeast Pizza"/>
Street Address	<input type="text" value="1205 Main Street"/>		
Manager	<input type="text" value="Steven W. Barrett"/>		
<input type="text" value="\$12 Restaurant"/> <small>Type (i.e. restaurant, package store)</small>	<input type="text" value="Annual"/> <small>Class (Annual or Seasonal)</small>	<input type="text" value="Wines and Malt Beverages"/> <small>Category (i.e. Wines and Malts / All Alcohol)</small>	
		Granted under Special Legislation?	Yes <input type="checkbox"/> No <input type="checkbox"/>
		If Yes, Chapter	<input type="text"/>
		of the Acts of (year)	<input type="text"/>

DESCRIPTION OF PREMISES Complete description of the licensed premises

Approximately 1700 Square Feet. Four entrances/exits; two in front, two in rear. Three Bathrooms; men/women/unisex handicap. Kitchen, Dining Room and Prep Area.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA:	Date	<input type="text" value="05/22/2019"/>	Time	<input type="text" value="2:30pm"/>	
Advertised	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Date Published	<input type="text" value="05/26/2019"/>	Publication	<input type="text" value="Worcester Telegram & Gazette"/>
Abutters Notified:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Date of Notice	<input type="text" value="05/23/2019"/>		
Date APPROVED by LLA	<input type="text" value="06/17/2019"/>	Decision of the LLA	<input type="text" value="Approves this Application"/>		
Additional remarks or conditions (E.g. Days and hours)	<input type="text"/>				
For Transfers ONLY:					
Seller License Number:	<input type="text"/>	Seller Name:	<input type="text"/>		

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

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

RECEIVED MAY 22 2019
UP

Date Issued _____

Date Submitted _____

Business Name NORTHEAST PIZZA	Applicant Name STEVEN BARRETT
Type of Business FOOD ESTABLISHMENT	Applicant Address 40 LAKE AVENUE, LEICESTER MA
Manager STEVE BARRETT	Applicant Phone 774-766-0657
Business Address 1205 MAIN STREET	Are you a US Citizen? (Yes) or No
Business Phone (508) 892-9276	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	N/A	J.T.	5-15-19	508-892-7022	OK	J.T.	5-15-19
Kelly Conroy				Leave a message			
notes:				notes:			
Planning (Town Hall, 1st Fl.)				Code (Town Hall, 1st Fl.)			
508-892-7019	n/a	RAB		508-892-7003	OK	J.T.	5-15-19
Barbara Knox				Kelly Conroy			
notes:				notes:			
Conservation (Town Hall, 1st Fl.)				Gas/Plumbing (Town Hall, 1st Fl.)			
508-892-7007	n/a	RAB		508-892-7003	OK	J.T.	5-15-19
Barbara Knox				Kelly Conroy			
notes:				notes:			
Assessor (Town Hall, 2nd Fl.)				Electrical (Town Hall, 1st Fl.)			
508-892-7001	N/A	[Signature]		508-892-7003	OK	J.T.	5-15-19
Kathy Asquith				Kelly Conroy			
notes:				notes:			
Tax Collector (Town Hall 2nd Fl.)				Health (Town Hall, 1st Fl.)			
508-892-7004	N/A	[Signature]		508-892-7008	N/A	5-15-19	
Amy Perkins				Kelly Conroy			
notes:				notes:			
Police Dept (90 S. Main St.)				Town Clerk (Town Hall, 2nd Fl.)			
508-892-7010 x2010	N/A	[Signature]	5/20/19	508-892-7011 (SECOND TO LAST)			
Chief James Hurley K. Antanavicius				Deborah Davis			
notes:				notes:			
Select Board (Town Hall, 2nd Fl.)				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.			
508-892-7000 (LAST)							
Kristen Forsberg							
notes:							



Town of Leicester
OFFICE OF THE SELECT BOARD

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

May 23, 2019

Public Hearing Notice
Liquor License Change of Category Application
Northeast Pizza – 1205 Main Street in Leicester
June 17, 2019 at 6:30pm

Dear Abutter:

The purpose of this letter is to notify you that the Leicester Select Board will consider an application from Northeast Pizza for a liquor license change of category from beer and wine to all alcohol at their meeting on Monday, June 17, 2019. The public hearing will be held at 6:30pm in the Select Board Conference Room (Lower Level), Leicester Town Hall, 3 Washburn Square, Leicester, MA 01524.

Northeast Pizza is applying to expand their existing liquor license to allow hard alcohol to be served at this location in addition to beer and wine.

You are receiving this notice because you are an abutter to the proposed location. You are welcome to attend this hearing and speak to this matter or forward your comments in writing to our office at the above listed address. Written comments must be received **no later than 12pm on Monday, June 17, 2019 at noon.**

Should you have any questions or concerns, please contact our office at 508-892-7077.

Sincerely,

Kristen L. Forsberg
Assistant to the Town Administrator

Abuffers List


ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
19 A10 0	1248 MAIN ST	① NICAS JAMES	NICAS DENISE	1248 MAIN ST	LEICESTER	MA	01524
19 A11 0	1230 MAIN ST	NICAS JAMES S	NICAS EVANGELINE H	1248 MAIN ST	LEICESTER	MA	01524
26B B22 0	5 MAPLE ST	② WOODMAN STEVEN J	WOODMAN DIANE L	5 MAPLE ST	LEICESTER	MA	01524
26B B23 0	3 MAPLE ST	③ BELLOWS CHRISTINE B		3 MAPLE STREET	LEICESTER	MA	01524
26B B24 0	1 MAPLE ST	④ CALDICOTT AMY, ROBERT J	BUGBEE MICHELLE	1 MAPLE ST	LEICESTER	MA	01524
26B B26 0	MAIN ST	NICAS JAMES		1248 MAIN STREET	LEICESTER	MA	01524
26B B27 0	1203 MAIN ST	⑤ GILLIGAN JESSICA M		1203 MAIN ST	LEICESTER	MA	01524
26B B8 0	KING CT	NICAS JAMES		1248 MAIN STREET	LEICESTER	MA	01524


End of Report


Above is a certified list of direct abutters including abutters across the street.


Subject property: 1205 Main Street, Assessors Map 26B-B25-0

Subject owner(s): Northeast Pizza, Steve Barrett

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>Complete items 1, 2, and 3.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>Article Addressed to:</p> <p>Amy & Robert Caldwell 1 Maple St Worcester, MA 01524</p>	<p>A. Signature x [Signature] <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
 9590 9402 3091 7124 8145 76	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p>
<p>Article Number (Transfer from service label)</p> <p>7017 2400 0000 2831 6526</p>	<p>(over 5000)</p>
<p>Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>Complete items 1, 2, and 3.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>Article Addressed to:</p> <p>Steven Woodman 5 Maple St. Worcester, MA 01524</p>	<p>A. Signature x [Signature] <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
 9590 9402 3091 7124 8145 38	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7017 2400 0000 2831 648</p>	<p>(over 5000)</p>
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>Complete items 1, 2, and 3.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>Article Addressed to:</p> <p>James Nicas 248 Main St. Worcester, MA 01524</p>	<p>A. Signature X [Signature] <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
 9590 9402 3091 7124 8145 45	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p>
<p>Article Number (Transfer from service label)</p> <p>7017 2400 0000 2831 6496</p>	<p>(over 5000)</p>
<p>Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>Complete items 1, 2, and 3.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>Article Addressed to:</p> <p>Jessica Gilligan 1203 Main St. Worcester, MA 01524</p>	<p>A. Signature X [Signature] <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
 9590 9402 3091 7124 8145 52	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7017 2400 0000 2831 6502</p>	<p>(over 5000)</p>
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CHRISTINE BELLOWES
3 Maple St
Leicester, MA 01524



9590 9402 3091 7124 8145 69

2.

7017 2400 0000 2831 6519

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Christine Bellows

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Christine Bellows

C. Date of Delivery

5-30-19

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR AMENDMENT-Change of License Classification

☒ **Change of Category**

(e.g. All Alcohol, Wines and Malt)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Category Application
- Vote of the Entity
- Abutter's Notification*
- Advertisement*
- Payment Receipt

☐ **Change of Class**

(e.g. Seasonal /Annual)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Classification Application
- Vote of the Entity
- Abutter's Notification*
- Advertisement*
- Payment Receipt

☐ **Change of License Type**

(\$12 ONLY, e.g. general on premises, tavern, inn, restaurant)

- Change of License Type Application
- Vote of the Entity
- Advertisement*
- Payment Receipt

**If abutter notification and advertisement is required for transaction, please see the local licensing authority.*

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
SW Barretts Inc.	Leicester, MA	00029-RS-0600

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Applying to change license from beer and wine only to all alcohol.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Danielle Perron	Manager	danielleperron@outlook.com	774-230-1822

2. LICENSE CLASSIFICATION INFORMATION

2a. Change of License Category	Last-Approved License Category	Wines and Malt Beverages
All Alcohol, Wine and Malt, Wine Malt and Cordials	Requested New License Category	All Alcoholic Beverages
2b. Change of License Class	Last-Approved License Class	
Seasonal or Annual	Requested New License Class	
2c. Change of License Type*	Last-Approved License Type	
i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Requested New License Type	

APPLICANT'S STATEMENT

I, Steven Barrett the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager

Authorized Signatory

of SW Barretts Inc.

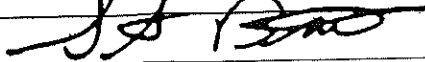
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date: 4/17/19

Title:

President

CORPORATE VOTE

The Board of Directors or LLC Managers of

SW Barretts Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Leicester, MA

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

4/17/19

Date of Meeting

For the following transactions (Check all that apply):

- ☐ Change of Class (i.e. Annual / Seasonal)
- ☐ Change of License Type (i.e. club / restaurant)
- ☒ Change of Category (i.e. All Alcohol/Wine, Malt)
- ☐ Other

"VOTED: To authorize

Steven Barrett

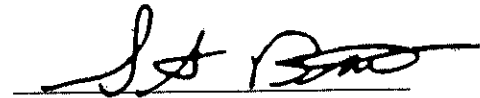
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

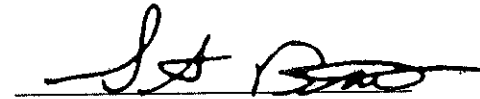
A true copy attest,

For Corporations ONLY

A true copy attest,



Corporate Officer / LLC Manager Signature



Corporation Clerk's Signature



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street Boston, MA 02114
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR AMENDMENT-Change of License Classification

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.mass.gov/epay-for-online-payments-abcc>

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER

fa24b8af-6940-4ede-8e30-5

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

fa24b8af-6940-4ede-8e30-55a800
00029-RS-0600

ENTITY/ LICENSEE NAME

SW Barretts Inc.

ADDRESS

1205 Main St.

CITY/TOWN

Leicester

STATE MA

ZIP CODE 01524

For the following transactions (Check all that apply):

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input checked="" type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0090334592
Notice Date: March 1, 2019
Case ID: 0-000-623-625



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



S W BARRETTTS INC
1205 MAIN ST
LEICESTER MA 01524-1356

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, S W BARRETTTS INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



153822569

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

S W Barrett's Inc
1205 MAIN STREET
LEICESTER, MA 01524

EAN: 82475132
March 01, 2019

Certificate Id:24708

The Department of Unemployment Assistance certifies that as of 3/1/2019 ,S W Barrett's Inc is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: fa24b8af-6940-4ede-8e30-55a800ffda1b

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	SW Barretts Inc	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Date Paid: 3/1/2019 3:40:08 PM EDT

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name:
SW Barretts Inc

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
SW Barretts Inc

Last Name:
Barrett

Address:
1205 Main St.

City:
Leicester

State:
MA

Zip Code:
01524

Email Address:
daniellemegas@yahoo.com

Confirmation

Welcome, Nancy Barrett

[Settings](#)[Log Off](#)[Home](#)[Certificate of Good Standing](#)[Confirmation](#)[Contact Us](#)[Frequently Asked Questions](#)[Video Tutorials](#)

Certificate of Good Standing - Confirmation

Confirmation Number: 0-535-103-872
Submitted Date and Time: 3/1/2019 3:47:13 PM

Legal Name: S W BARRETTS INC

Your *Certificate of Good Standing* application has been submitted. Please print this page and save the confirmation number above for your records. A confirmation email will be sent shortly. The information you provided will be reviewed in a timely manner.

If your submission is approved, the *Certificate of Good Standing* will be available to download. A copy of the certificate will also be mailed to the address we have on file.

Contact Us

If you need further assistance, please contact the Department of Revenue at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089. Business hours are 8:30AM to 4:30PM Monday - Friday.

[OK](#)[Print Confirmation](#)

HOBBS & WARREN™



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

June 17, 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 June 13, 2019.

Citizen issues: Topics discussed with various citizens.

- ☐ Sent out email correspondence with Warren Ave residents regarding upcoming site walk of affected properties

Meetings:

- ☐ Attended MWRA meeting arranged by Representative LeBoeuf for initial inquiry of purchase of MWRA water by water districts. No available direct tie in, and membership is cost-prohibitive.
- ☐ Attended Capital Improvement Committee meeting.
- ☐ Attended Middle School Building Committee meeting.
- ☐ Attended
- ☐ Held department head meeting

Activities:

- ☐ The Church Street Bridge project is now underway.
- ☐ Continued work on the EDA grant application for the water/sewer district study
- ☐ Prepared the contracts for the Highway bulk purchase awards.

Please feel free to contact me with any questions or concerns

From: [Ken Antanavica](#)
To: [Genereux, David](#); [Forsberg, Kristen](#)
Subject: FW: [Leicester MA] Officer Interaction
Date: Tuesday, June 4, 2019 3:22:44 PM

-----Original Message-----

From: cmsmailer@civicplus.com <cmsmailer@civicplus.com>
Sent: Saturday, June 01, 2019 7:15 PM
To: Ken Antanavica <antanavicak@leicesterpd.org>
Subject: [Leicester MA] Officer Interaction

Good afternoon chief,

I wanted to take a minute and recognize two officers I had interacted with. I'm not entirely sure of the officers ranks, or the correct spelling of their names so I apologize in advance if any errors follow. I had missed a court date for a traffic violation. A result of my own actions, forgetting the correct date. So as I'm sure you know a bench warrant, I believe it is called, was issued. I was on my way to pick up my children for the day, I was meeting my ex wife at the castle restaurant on route 9. As I pulled in and parked, an officer pulled behind me and turned his lights on. This was [officer Lombardozzi](#). He approached my vehicle and explained why I was being stopped. Instantly I could tell this officer was one who immediately had respect for anyone he interacted with. He explained I would need to be handcuffed and placed in his vehicle. I did not contest this, and displayed respect to him the best I could. After a few minutes, officer Brooks arrived to assist. Again, an officer displaying complete respect. I asked the officers if one of them could speak to my ex wife and prevent my kids from seeing me being handcuffed and arrested. The officers said that since I did not display anything but respect and honesty that they would speak with her.

I don't remember which officer it was, however they went and spoke to my ex wife and my children and let them know it was nothing serious but that I had to go with them to take care of some things. The entire event, from when I was initially approached, transported, booked, held, and released, was experienced very differently from previous experiences and expectations.

While I was being held, I had simple conversations with both officers. They again displayed themselves as extremely professional and respectful. They helped me and did things they didn't have to do. To save the embarrassment from my children. They even spoke to the owner of the restaurant about leaving my truck in his parking lot to save me from the costs of it being towed. They explained the process, answered questions when they could. And offered advice. The level of care and dedication to their job, and the people they interact with to me is above and beyond and standard that is currently expected. I wanted to take the time to tell you that from my experience you have a department and officers that show what is truly good in law enforcement. I know in today's world, the views of law enforcement can often be negative or derogatory. A time that I can only assume is very stressful and scary at times. And in this world I wanted to show some appreciation as well as try to humanize these two officers, which they did for me, and often times officers are portrayed not as humans, but almost as machines or a kind of programmed individuals.

In closing, I would like to thank you, and your officers, as well as your entire department for what you do each day without hesitation. I know officer Lombardozzi, and officer Brooks would disagree with me on the following statement. But I hope, and believe they should get some level of recognition not only for what they did for me that day, but for what they do every day.

Even if it is a simple acknowledgement from you. I would like to thank you for your time reading this. Thanks again for what you do each day. Be safe, make it home everyday, and know that there are some civilians that will always support those that serve us.

Thank you again Chief,

Middle School Building Committee

1. The Memorial School Disposition Subcommittee was created by the Select Board on May 20, 2019
2. The Subcommittee is comprised of the following:
 - a. Select Board Representative – Dianna Provencher (previously appointed)
 - b. School Committee Representative – Stella Richard
 - c. Planning Board Representative – TBD
 - d. Finance Advisory Board Representative – TBD
 - e. Three (3) at large members

At-Large Applications Received (Select 3)

Kevin Bastien

Patricia Faron

Brian Green

Robert Mercer

Allen Phillips

Christopher Reilley

**Applications are enclosed*



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 Kevin Bastien HOME TEL. _____

ADDRESS: _____ WORK TEL. _____

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 type="checkbox"/> Conservation Commission | <input type="checkbox"/> Other _____ |

AVAILABILITY FOR MEETINGS

How many times per month ☒ 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

BS mechanical engineering. AS architectural building design
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.*

Sr. Project Engineer, Rogers Corporation

Hydraulic Engineer, Alden Research Laboratory

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have: My wife believes I may be able to add a rational voice to the conversation

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 checked="" type="checkbox"/> Architecture | <input type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input checked="" type="checkbox"/> Construction | <input checked="" type="checkbox"/> Economics | <input type="checkbox"/> Education |
| <input checked="" type="checkbox"/> Engineering, Civil | <input checked="" type="checkbox"/> Engineering, Electronic | <input checked="" type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts | <input checked="" 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 checked="" 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 checked="" 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
		05/29/2019
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



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 Patricia M. Faron HOME TEL. 5
ADDRESS: 1-42 WORK TEL. retired
Rosetta M

EMAIL ADDRESS: _____
Are you a citizen? ☒ Yes ☐ No Are you a registered voter? ☒ Yes ☐ No

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

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?
☒ Four ☒ Two ☐ One ☐ Less than one

Are you available for evening meetings?
☒ Monday ☒ Tuesday ☒ Wednesday ☐ Thursday

Are you available throughout the year for committee meetings?
☒ Yes ☐ No

If not, when are you **NOT** available?
☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: BS in Elementary Education - Worcester State University 1964
MA State Certified Librarian - 1984-2007

(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): Director Leicester Public Library - 24 years
1983 - 2007

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.

Substitute Teacher - Elementary - Town of Leicester + Spencer 2007-2009

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

additional comments you may have: I would like to take part in developing a plan
for the sale/disposition of the school parking lot, and surrounding green
space, but leave the rest of the acreage for conservation and
recreation.

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 checked="" type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input checked="" type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts | <input type="checkbox"/> Government Contracts |
| <input type="checkbox"/> Health Care | <input checked="" 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 checked="" type="checkbox"/> Management | <input checked="" type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal | <input checked="" type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Science | <input type="checkbox"/> Statistics | <input type="checkbox"/> Survey Research |
| <input type="checkbox"/> Systems Analysis | <input type="checkbox"/> Transportation | |

Other Skills & Interests: Common Ground Land Trust - member
Green Mountain Club - local chapter - held various offices past 40 years.

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
<u>Council on Aging - Board</u>	<u>2011 - present</u>	<u>Leicester</u>
<u>President/Vice President</u>		
<u>St. Anthony's Ladies Guild - offices</u>	<u>1969 - present</u>	<u>Rochdale</u>
<u>Patricia M. Haron</u>		<u>6/11/19</u>
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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NAME Brian Green HOME TEL. _____

ADDRESS: _____ WORK TEL. _____

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 type="checkbox"/> Conservation Commission | <input type="checkbox"/> Other <u>Mem sch. disposition</u> |

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☒ Four ☐ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☐ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

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

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: _____

BA Assumption College

BS in street

(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): Selectboard through June 2019. Chairman Hillcrest store 13

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.

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

Entrepreneur I've owned a couple of my own companies from the ground up. This needs to be a business decision not a town emotional decision.

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 checked="" type="checkbox"/> Management | <input type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal | <input type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Science | <input type="checkbox"/> Statistics | <input type="checkbox"/> Survey Research |
| <input type="checkbox"/> Systems Analysis | <input checked="" type="checkbox"/> Transportation | |

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
_____	_____	_____
_____	_____	_____
_____	_____	_____
<div style="border: 1px solid black; padding: 5px; text-align: center;">eSigned via SeamlessDocs.com <i>Brian Green</i> <small>Key: cb5a1d93bd06a9db6e2b633bf6e28ca</small></div>		06/11/2019
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



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 Robert Mercer HOME TEL. _____

ADDRESS: _____ WORK TEL. _____

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 type="checkbox"/> Conservation Commission | <input type="checkbox"/> Other <u>Memorial School</u> |

AVAILABILITY FOR MEETINGS

☒ How many times per month are you available for meetings?
☐ Four ☐ Two ☐ One ☐ Less than one

Are you available for evening meetings?
☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?
☒ Yes ☐ No

If not, when are you **NOT** available?
☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: BSBA Marketing

(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.

Sales - Heating Equipment. Jomar Distributors

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have: Disposal of a major property has a serious impact on Leicester

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


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

I possess the following training or experience:

- | | | |
|---|--|---|
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input checked="" type="checkbox"/> Construction | <input type="checkbox"/> Economics | <input type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input checked="" type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts | <input type="checkbox"/> Government Contracts |
| <input type="checkbox"/> Health Care | <input type="checkbox"/> Historic Activities | <input type="checkbox"/> Human Services |
| <input type="checkbox"/> Insurance | <input type="checkbox"/> Land Use Planning | <input type="checkbox"/> Grant Writing |
| <input type="checkbox"/> Law | <input checked="" 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
Finance Board	_____	Leicester
Little League President	_____	Leicester
_____	_____	_____
 Key: cb5a1d93b8d06a9db6e2b633bfe28ca		05/29/2019
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



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 Allen Phillips HOME TEL. _____

ADDRESS: _____ WORK TEL. _____

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 type="checkbox"/> Conservation Commission | <input checked="" type="checkbox"/> Other <u>Memorial School Disp Comm</u> |

AVAILABILITY FOR MEETINGS

☒ How many times per month are you available for meetings?
☐ Four ☐ Two ☐ One ☐ Less than one

Are you available for evening meetings?
☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?
☒ Yes ☐ No

If not, when are you **NOT** available?
☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: Bachelors degree in Homeland Security and Emergency Management,
Associates Degree in Business

(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.*

Commonwealth of Massachusetts -Emergency Management Agency,

West Boylston Fire Dept(firefighter/EMT),

Town of West Boylston-Selectman, Served on many committees and boards

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

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 checked="" type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input checked="" type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts | <input checked="" type="checkbox"/> Government Contracts |
| <input type="checkbox"/> Health Care | <input checked="" 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 checked="" type="checkbox"/> Management | <input checked="" type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal | <input checked="" type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate |
| <input 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
Selectman-10 years	2002-2012	West Boylston
Townwide planning 6 years	2004-2010	West Boylston
Deputy EMD 18years	2001-2019	West Boylston

<div style="border: 1px solid black; padding: 5px; display: inline-block;"><small>eSigned via SeamlessDocs.com</small> <i>Allen Phillips</i> <small>Key: cb5a1d93bd00a9db6e2b633bf6e28ca</small></div>	05/31/2019
Signature of Applicant	Date

Thank you for your interest in serving the Town of Leicester



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 Christopher Reilley HOME TEL. _____

ADDRESS: _____ WORK TEL. _____

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 type="checkbox"/> Conservation Commission | <input checked="" type="checkbox"/> Other <u>Memorial School Disposition</u> |

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☐ Four ☒ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

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

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

Leicester '80 Worcester Art museum school, Clark University,

EDUCATION: _____

Massasoit Community College, Idealliance, several tech certifications

(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.*

Print technologist, color management expert, Workflow Solutions

Engineer, printer, extensive food service, management, property management,

Landlord, corporate trainer, seminar leader, designer, publisher, illustrator

Poet and incipient novelist

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

additional comments you may have: I have experience with the conversion of an empty middle school into
an arts and cultural center

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:

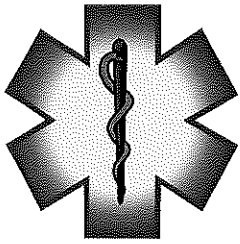
- | | | |
|--|---|---|
| <input type="checkbox"/> Architecture | <input checked="" type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Economics | <input type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input checked="" type="checkbox"/> Fine Arts | <input type="checkbox"/> Government Contracts |
| <input type="checkbox"/> Health Care | <input checked="" 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 checked="" 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 checked="" type="checkbox"/> Systems Analysis | <input type="checkbox"/> Transportation | |

Other Skills & Interests: Poet and historian, excellent emcee, big mouth. ☺

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
Board member S.E.R.V.E	95-99	Canton
_____	_____	_____
_____	_____	_____
_____	_____	_____
 <small>Key: cb5a1d93b8d06a9db6e2b633bfe28ca</small>		06/05/2019
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



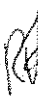
Town of Leicester • Emergency Medical Services

3 Paxton Street • Leicester, MA 01524

• PHONE: (508) 892-7006

Date: June 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: Harsh Patel
1044 Main St
Leicester, MA 01524

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.

Inquiry Reponse Yes

Board Name	AppName
AGENTS TO SELECT BOARD	Kenneth Antanavica
AGENTS TO SELECT BOARD	Paul Doray
AGENTS TO SELECT BOARD	Michael Fontaine
AGENTS TO SELECT BOARD	Craig Guertin
AGENTS TO SELECT BOARD	Alexander Samia
AGRICULTURAL COMMISSION	Kim L Miczek
ANIMAL INSPECTOR	Janet King
BANDSTAND COMMITTEE	Judith C Ivel
BURNCOAT POND WATERSHED DISTRICT	Douglas A Belanger
BY-LAW COMMITTEE	Marjorie A Cooper
CODE INSPECTION SERVICES	John P Dolen
CODE INSPECTION SERVICES	Dennis Harney
CODE INSPECTION SERVICES	John Markley
CODE INSPECTION SERVICES	Matthew McCue
CODE INSPECTION SERVICES	Ronald Valinski, Jr.
CODE INSPECTION SERVICES	John P Zachariewicz
CONSERVATION COMMISSION	James A Cooper
CONSERVATION COMMISSION	JoAnn Schold
CONSTABLES	Kenneth Antanavica
CONSTABLES	Paul Doray
CONSTABLES	Michael Fontaine
CONSTABLES	Craig Guertin
CONSTABLES	Elizabeth A Henry
CONSTABLES	Gregory J Kemp
CONSTABLES	Alexander Samia
COUNCIL ON AGING	Joanne C Rose
COUNCIL ON AGING	Jane S Todd
ECONOMIC DEVELOPMENT COMMITTEE	Leona R Anderson
ECONOMIC DEVELOPMENT COMMITTEE	Erik Duane Lerdal

Board Name	AppName
EMERGENCY MEDICAL SERVICES	Michael A Franklin
EMERGENCY MEDICAL SERVICES	Robert F Wilson
HEALTH INSURANCE ADVISORY COMMITTEE	Joanne Hovagimian
HEALTH INSURANCE ADVISORY COMMITTEE	Judith C Ivel
HEALTH INSURANCE ADVISORY COMMITTEE	Brian M Knott
HEALTH INSURANCE ADVISORY COMMITTEE	Diane L Moffat
HEALTH INSURANCE ADVISORY COMMITTEE	Derrick Ruth
HEALTH INSURANCE ADVISORY COMMITTEE	Kelley Southwick
HISTORICAL COMMISSION	Jason D Grimshaw
HISTORICAL COMMISSION	J. Donald Lennerton, Jr.
KEEP LEICESTER GREEN COMMITTEE	Dennis P Griffin
KEEP LEICESTER GREEN COMMITTEE	Janice M Parke
KEEP LEICESTER GREEN COMMITTEE	Glenda Williamson
MEMORIAL DAY COMMITTEE	Thomas Brennan
MEMORIAL DAY COMMITTEE	J. Donald Lennerton, Jr.
MEMORIAL DAY COMMITTEE	Patrick M McKeon
MEMORIAL DAY COMMITTEE	Bruce W Swett
PARKING & TICKETS HEARING OFFICER	Theodore P Antanavica
PARKS & RECREATION COMMITTEE	Paul C Davis
PARKS & RECREATION COMMITTEE	Jessica Margadonna
PARKS & RECREATION COMMITTEE	Leonard G Margadonna
PARKS & RECREATION COMMITTEE	Patrick J McKay
PARKS & RECREATION COMMITTEE	Nancy Ortiz
PARKS & RECREATION COMMITTEE	Joanne Petterson-Bernier
PARKS & RECREATION COMMITTEE	Robert P Pingeton
POLICE OFFICERS (SPECIAL)	John Bolduc, Jr.
POLICE OFFICERS (SPECIAL)	Joe Bonczek
POLICE OFFICERS (SPECIAL)	David J. Bousquet
POLICE OFFICERS (SPECIAL)	Robert Bousquet
POLICE OFFICERS (SPECIAL)	Anthony Consiglio
POLICE OFFICERS (SPECIAL)	Joseph Fontaine

Board Name	AppName
POLICE OFFICERS (SPECIAL)	Gregory Gaumond
POLICE OFFICERS (SPECIAL)	Brian F Gould
POLICE OFFICERS (SPECIAL)	Laura Laliberte
POLICE OFFICERS (SPECIAL)	J. Donald Lennerton, Jr.
POLICE OFFICERS (SPECIAL)	Joshua Levesque
POLICE OFFICERS (SPECIAL)	Richard Menard, III
POLICE OFFICERS (SPECIAL)	Curtis Sampson
POLICE OFFICERS (SPECIAL)	Anthony Simo
POLICE OFFICERS (SPECIAL)	Richard J Spaulding, III
POLICE OFFICERS (SPECIAL)	Jeffrey Tebo
POLICE OFFICERS (SPECIAL)	Steve Zecco
RECYCLING COMMITTEE	David A Benoit
RECYCLING COMMITTEE	Rebecca Benoit
RECYCLING COMMITTEE	James T Buckley
RECYCLING COMMITTEE	Fran Conley
RECYCLING COMMITTEE	Peggy J Conley
RECYCLING COMMITTEE	Sherice Rose Conley
RECYCLING COMMITTEE	Arthur F Croteau, Jr.
RECYCLING COMMITTEE	Patricia Daige-Langlois
RECYCLING COMMITTEE	Robin A Granville
RECYCLING COMMITTEE	Ed Hammerbeck
RECYCLING COMMITTEE	Vaughn N Hathaway
RECYCLING COMMITTEE	Ruth L Kaminski
RECYCLING COMMITTEE	Barbara E Knox
RECYCLING COMMITTEE	John Marengo
RECYCLING COMMITTEE	Charlotte Meyers
RECYCLING COMMITTEE	Patricia A Meyers
RECYCLING COMMITTEE	Stephen F Monahan
RECYCLING COMMITTEE	Travis Mondor
RECYCLING COMMITTEE	Mary E Moore
RECYCLING COMMITTEE	Marybeth Nadeau

Board Name	AppName
RECYCLING COMMITTEE	Sharon J Nist
RECYCLING COMMITTEE	David C Parke
RECYCLING COMMITTEE	Janice M Parke
RECYCLING COMMITTEE	Kurt Parliament
RECYCLING COMMITTEE	Paul A Ravina
RECYCLING COMMITTEE	Joseph J Richardson
RECYCLING COMMITTEE	Lori Rocheleau
RECYCLING COMMITTEE	Raymond N Ronander
RECYCLING COMMITTEE	Suzanne Sears
RECYCLING COMMITTEE	Karen A Sheldon
RECYCLING COMMITTEE	James Souza
RECYCLING COMMITTEE	Gregory Stephanos
RECYCLING COMMITTEE	Judith A VanHook
RECYCLING COMMITTEE	Brian P Whitney
RECYCLING COMMITTEE	Maureen A Whitney
RECYCLING COMMITTEE	Carl E Wicklund, Jr.
RECYCLING COMMITTEE	Cheryl Wilson
RECYCLING COMMITTEE	Charles R Wisniewski
REGISTRAR OF VOTERS	Michael R Curtis
RIGHT -TO-KNOW OFFICER	David Genereux
ROAD CONVERSION COMMITTEE	Dennis P Griffin
TOWN COUNSEL	Petrini & Associates
VETERANS' GRAVES REGISTRATION OFFICER	Bruce W Swett
ZONING BOARD	Mary E Moore
ZONING BOARD OF APPEALS-ALTERNATES	Richard D Johnston

Inquiry Reponse No

Board Name	AppName
ADA COORDINATOR	Kristen Forsberg
CENTRAL MASS RESOURCE RECOVERY COMMITTEE	Ruth L Kaminski
CODE INSPECTION SERVICES	Casey Burlingame
HEALTH INSURANCE ADVISORY COMMITTEE	Suzanne C Hall
HEALTH INSURANCE ADVISORY COMMITTEE	Steve Zecco
MEMORIAL DAY COMMITTEE	William C Hawes
MEMORIAL DAY COMMITTEE	Mark B McCue
POLICE OFFICERS (SPECIAL)	Noellen Bousquet
POLICE OFFICERS (SPECIAL)	Frank Cummings
POLICE OFFICERS (SPECIAL)	Paul Doray
POLICE OFFICERS (SPECIAL)	Michael Fontaine
POLICE OFFICERS (SPECIAL)	Craig Guertin
POLICE OFFICERS (SPECIAL)	Thomas Harrison
POLICE OFFICERS (SPECIAL)	Charles Laperle
POLICE OFFICERS (SPECIAL)	Gregory Markiewicz
POLICE OFFICERS (SPECIAL)	Joshua May
WORCESTER AIRPORT ADVISORY COMMITTEE	Douglas A Belanger
ZONING BOARD	David N Kirwan

Inquiry Reponse No Response

Board Name	AppName
AGRICULTURAL COMMISSION	Suzanne Sears
BANDSTAND COMMITTEE	Paul A Fontaine
BY-LAW COMMITTEE	Robert A Alves
COUNCIL ON AGING	Ann Marie Walsh-Pierozzi
ECONOMIC DEVELOPMENT COMMITTEE	Erin M Jansky
ECONOMIC DEVELOPMENT COMMITTEE	Adam J Menard
ECONOMIC DEVELOPMENT COMMITTEE	Sarah K Miller
ECONOMIC DEVELOPMENT COMMITTEE	Sarah Taylor
HEALTH INSURANCE ADVISORY COMMITTEE	Elizabeth A Cooper
KEEP LEICESTER GREEN COMMITTEE	Judith A VanHook
MEMORIAL DAY COMMITTEE	Jon Clark
ROAD CONVERSION COMMITTEE	Nicholas Casello



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 ANDREW JOYCE HOME TEL. _____

ADDRESS: LEICESTER MA 01524 WORK TEL. _____

EMAIL ADDRESS: _____

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

- | | |
|---|--|
| <input type="checkbox"/> Advisory/Finance Committee | <input checked="" 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 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

BACHELORS DEGREE IN ECONOMICS AND BUSINESS FROM FRAMINGHAM
EDUCATION: STATE

UNIVERSITY 2010

SITTING FOR THE CERTIFIED FINANCIAL PLANNER EXAM 2019

(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.

FINANCIAL PLANNER W. BAYSTATE FINANCIAL. 8 YEARS OF EXPERIENCE

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have: I MOVED TO LEICESTER WITH MY FIANCE IN JANUARY OF 2018. I WANT TO BE MORE INVOLVED IN THE COMMUNITY AND BEGIN TO MEET OTHER

BUSINESS MINDED PEOPLE IN OUR TOWN

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

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
_____	_____	_____
_____	_____	_____
_____	_____	_____
<div style="border: 1px solid black; padding: 5px; text-align: center;"><small>eSigned via eSignatures.com</small> <i>Andrew Joyce</i> <small>Key: cb5a1d93b8d06a9db6e2b033bf6e28ca</small></div>		04/23/2019
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester

FY'19 Board of Selectmen Appointments to Town Committees

<u>Committee</u>	<u>Appointee</u>
Capital Planning Improvement Committee	Brooks
CMRPC	Green
Commission on Disabilities	Brooks
Economic Development Committee	Provencher & Brooks
Local Emergency Planning Committee	Wilson
MBTA Advisory	Green & Wilson
Road Conversion Committee	Provencher
School Facilities Capital Committee	Brooks & Antanavica
Worcester Airport Advisory	Belanger & Provencher
Worcester County Selectmen's Association	Provencher & Green
WRTA	Belanger

**Appointments to Voting Positions on Town Committees; requires BOS vote*

FY'19 Board of Selectmen Liaison Assignments– External Groups

Group/Organization

Appointee

Becker College

Provencher

Burncoat Water District

Belanger & Green

Cedar Meadow District

Provencher

Little League

Antanavica

Waite Pond Association

Green

Water & Sewer Districts

Wilson & Antanavica

**Assignments are at the discretion of the Chair*

FY'19 Board of Selectmen Liaison Assignments– Internal Groups

<u><i>Group/Organization</i></u>	<u><i>Appointee</i></u>
Animal Control Office	Green
Board of Health	Brooks & Wilson
Burncoat Park Planning Committee	Provencher & Brooks
Conservation Commission	Green & Antanavica
EMS/Fire Departments	Provencher & Antanavica
Finance Advisory Board	Wilson & Antanavica
Highway Department	Green & Provencher
Historical Commission	Provencher & Wilson
Moose Hill Water Commission	Antanavica & Green
Parks & Recreation	Brooks & Green
Police Department	Brooks & Provencher
Recycling Committee	Wilson & Antanavica
School Department	Brooks & Antanavica
Senior Center/COA	Provencher & Wilson
Zoning Board of Appeals	Green & Wilson

**Assignments are at the discretion of the Chair*



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

June 12, 2019

**TO: DAVID GENEREUX
TOWN ADMINISTRATOR**

**FROM: DENNIS GRIFFIN
HIGHWAY SUPERINTENDENT**

SUBJECT: Disposal of Surplus Equipment

This is a request to dispose of the following surplus items:

- 1994 Rotary Boom Mower (TRB-60C) Serial No. TB3269 (boom only)
- 1987 Caterpillar Front End Loader Model G936
- 1980 Smith Air Compressor Towable V8 Ford gas



PARKER-DANNER
CORPORATION

Super P

Hi-Way

CURTIS

CURTIS







Town of Leicester

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

June 12, 2019

**TO: DAVID GENEREUX
TOWN ADMINISTRATOR**

**FROM: DENNIS GRIFFIN
HIGHWAY SUPERINTENDENT**

SUBJECT: Line Painting Update

In 2004, the Select Board voted to adopt the rules and regulations in the Manual on Uniform Traffic Control Devices (MUTCD) in accordance with Chapter 40, Section 22 of Mass General Laws. These traffic rules and regulations provide guidelines for traffic line painting, traffic markings, signage, etc.

According to the MUTCD, single lines are not recommended unless they are broken which would indicate passing is allowed. Passing is not recommended on secondary roads in the Town of Leicester. Therefore, it is not recommended to paint single broken lines, the only type of single lines allowed.

I will be available for questions at your next meeting.

TOWN OF LEICESTER

DATE: JUNE 17, 2019
CONTRACT AMENDMENT

This amendment for the contract for FY 2019 Crack Sealing is entered into on, or as of, this date by and between the Town of Leicester, 3 Washburn Square, Leicester, MA 01524 (the "Town"), and

Seal Coating Inc.
825 Granite Street
Braintree, MA 02184

1. This is a Contract for the procurement of the following:

In compliance with the Town's Notice of Bid and Specifications, the Contract will provide all products and services to furnish as needed crack sealing.

2. The Contract price to be paid to the Contractor by the Town is:

\$10.37 per gallon. Contract price not to exceed \$77,000,000

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 50% of the contract price in the forms attached to this Contract, conditioned upon the faithful performance of this Contract. The surety company(ies) issuing such bonds must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Invitation for Bids and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2019, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform

this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Leicester shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes,

rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency’s practices and policies do not discriminate on the basis of race, color,

religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Leicester unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Leicester shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act,

omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 The Contractor shall purchase and maintain broad form general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/project basis. The policy shall provide the following minimum coverage to protect the Contractor from claims with respect to the operations performed by Contractor and any employee, subcontractor, or supplier, or by anyone for whose acts they may be liable:

Bodily Injury &	\$1,000,000 each occurrence
Property Damage	\$2,000,000 general aggregate per project
Products & Completed Operations	\$2,000,000 annual aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence
Medical Expenses	\$10,000

- a. This policy shall include coverage relating to explosion, collapse, and underground property damage.
- b. This policy shall include contractual liability coverage.
- c. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Town.
- d. This policy shall include the Town and anyone else requested by the Town as an additional insured via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.
- e. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Town.

22.3 Other Insurance Requirements

- a. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1,000,000 per accident, with the Town named as an additional insured.
- b. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

- c. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document

executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Leicester shall be a party.

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CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
_____, authorized signatory for
name of signatory _____, whose
name of contractor _____
principal place of business is at _____,
_____ does hereby certify under the pains and penalties of
perjury that _____ has
name of contractor _____
paid all Massachusetts taxes and has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding
and remitting child support.

TOWN OF LEICESTER

DATE: JUNE 17, 2019

This Contract for Bituminous Contract Pavement and Berms is entered into on, or as of, this date by and between the Town of Leicester, 3 Washburn Square, Leicester, MA 01524 (the "Town"), and

Massachusetts Broken Stone Company
PO Box 276
Berlin, MA 01524

1. This is a Contract for the procurement of the following:

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes to furnish and place hot bituminous concrete pavement and berms as directed by the Leicester Highway Superintendent and in accordance with all bidding documents which are attached hereto as Attachment 1.

2. The Contract price to be paid to the Contractor by the Town is as follows:

Type I Bituminous Concrete delivered \$76.27 per ton – Estimated annual amount: 500 Tons
Contract amount not to exceed \$38,135.00.

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price and a performance bond in the amount of 100% of the contract price in the forms attached to this Contract, conditioned upon the faithful performance of this Contract. The surety company(ies) issuing such bonds must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Invitation for Bids and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2020, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to

comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Leicester shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this

Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

- 15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement,

promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

- 15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.
- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor

including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Leicester unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Leicester shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them

or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 The Contractor shall purchase and maintain broad form general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/project basis. The policy shall provide the following minimum coverage to protect the Contractor from claims with respect to the operations performed by Contractor and any employee, subcontractor, or supplier, or by anyone for whose acts they may be liable:

Bodily Injury &	\$1,000,000 each occurrence
Property Damage	\$2,000,000 general aggregate per project
Products & Completed Operations	\$2,000,000 annual aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence
Medical Expenses	\$10,000

- a. This policy shall include coverage relating to explosion, collapse, and underground property damage.
- b. This policy shall include contractual liability coverage.
- c. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Town.
- d. This policy shall include the Town and anyone else requested by the Town as an additional insured via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.
- e. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Town.

22.3 Other Insurance Requirements

- a. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1,000,000 per accident, with the Town named as an additional insured.

- b. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- c. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Leicester shall be a party.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Leicester by:

The Contractor by:

Select Board

Signature

Date

Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant

Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury
that _____ has

name of contractor
paid all Massachusetts taxes and has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and
remitting child support.

TOWN OF LEICESTER

DATE: JUNE 17, 2019
CONTRACT

This contract for FY 2020 Crack Sealing is entered into on, or as of, this date by and between the Town of Leicester, 3 Washburn Square, Leicester, MA 01524 (the "Town"), and

Seal Coating Inc.
825 Granite Street
Braintree, MA 02184

1. This is a Contract for the procurement of the following:

In compliance with the Town's Notice of Bid and Specifications, the Contract will provide all products and services to furnish as needed crack sealing.

2. The Contract price to be paid to the Contractor by the Town is:

\$10.37 per gallon. Contract price not to exceed \$30,000.00

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 50% of the contract price in the forms attached to this Contract, conditioned upon the faithful performance of this Contract. The surety company(ies) issuing such bonds must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Invitation for Bids and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2020, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform

this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Leicester shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes,

rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency’s practices and policies do not discriminate on the basis of race, color,

religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Leicester unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Leicester shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act,

omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 The Contractor shall purchase and maintain broad form general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/project basis. The policy shall provide the following minimum coverage to protect the Contractor from claims with respect to the operations performed by Contractor and any employee, subcontractor, or supplier, or by anyone for whose acts they may be liable:

Bodily Injury &	\$1,000,000 each occurrence
Property Damage	\$2,000,000 general aggregate per project
Products & Completed Operations	\$2,000,000 annual aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence
Medical Expenses	\$10,000

- a. This policy shall include coverage relating to explosion, collapse, and underground property damage.
- b. This policy shall include contractual liability coverage.
- c. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Town.
- d. This policy shall include the Town and anyone else requested by the Town as an additional insured via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.
- e. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Town.

22.3 Other Insurance Requirements

- a. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1,000,000 per accident, with the Town named as an additional insured.
- b. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

- c. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document

executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Leicester shall be a party.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory _____, whose
name of contractor _____
principal place of business is at _____,
_____ does hereby certify under the pains and penalties of
perjury that _____ has
name of contractor _____
paid all Massachusetts taxes and has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding
and remitting child support.

Manager of function: Steve Dodge, 508-736-0811

Name and address of the facility: Maple Hill Disc Golf, 132 Marshall St., Leicester, MA 01524

SS# of manager: 458-04-1171

Address of license location: Maple Hill Disc Golf, 132 Marshall St., Leicester, MA 01524

Description of premises: Maple Hill Disc Golf course

Date of function: 8/30, 9/1, 9/2, 9/3 (four one day licenses requested)

Hours of operation: 12 PM - 10 PM each day

Activity is for profit

Certificate of insurance is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2019

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 Mackintire Insurance Agency Inc 11 West Main Street Westborough MA 01581-1931	CONTACT NAME: Alta Oger PHONE (A/C, No, Ext): (508) 366-6161 E-MAIL ADDRESS: altao@mackintire.com FAX (A/C, No): (508) 366-5202
INSURED Flying Dreams Brewing Co LLC 455B Park Ave. Worcester MA 01610	INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 18-19 Master**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ADV 5274321 -12	11/20/2018	11/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MAA 5280207-12	11/20/2018	11/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 8,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			CUA 5274322-12	11/20/2018	11/20/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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 type="checkbox"/>	N / A	WCA 5322877	11/20/2018	11/20/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	LIQUOR LIABILITY			ADV 5274321 -12	11/20/2018	11/20/2019	OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000

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

Re: Maple Hill Disc Golf Course 132 Marshall Street Leicester, MA 01524

August 29 thru September 1, 2019

The Town of Leicester is listed as an additional insured with respects to General Liability per written contract or agreement with insured.

CERTIFICATE HOLDER**CANCELLATION**

Board of Selectman 3 Washburn Square Leicester MA 01524	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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From: [Ken Antanavica](#)
To: [Genereux, David](#); [Forsberg, Kristen](#)
Cc: [Gaffney, Sheila](#)
Subject: Donation received
Date: Wednesday, June 5, 2019 10:58:04 AM

On 6/4/19, the Leicester Police Department conducted a presentation for the Leicester Senior Citizens Club. At the conclusion of the presentation, the Leicester Senior Citizens Club presented the Leicester Police Department with a donation of \$100.00. Pursuant to the appropriate Town

By-Law/Town Policy, I am requesting the Town of Leicester accept this donation. If the donation is accepted, it will be placed into the Leicester Police Department's Donation Account, which is used to enhance training and investigations, along with other operations and initiatives, which are not covered through the Town of Leicester's general operating budget funds.

Thank you

***Chief Kenneth M Antanavica
Leicester Police Department
90 S. Main St.
Leicester, Ma 01524
(508) 892-7010 ext 2010
Fax (508) 892-7012***



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

June 13, 2019

To: Select Board
From: David Genereux, Town Administrator

RE: Recommendation of Police Chief/Lieutenant Assessment Firm

As you know, the Town recently issued an RFP for a Police Assessment Center for the purposes of doing internal permanent appointments for Chief and Lieutenant. Proposals were due by May 28, 2019. Six firms requested the RFP, so it appeared that we would have a good field of candidates. However, the Town received no proposals by the deadline.

Rather than re-advertising the RFP, I reached out to the firms that requested the RFP. One firm did not return my call. However, I did speak with two firms that have since provided proposals. Both firms apologized for not submitting originally, citing availability of staff for the recruitment period as scheduled in the RFP.

Both firms are interested in providing Assessment Center services to the Town. The firms are:

MMA Consulting Group
101 Court Street #7
Plymouth, MA 02360
Established: 1994
Recruitments cited: 57 since 2014
Central Ma recruitments: 12, including Chief positions in Charlton, Oxford, Holden and Worcester
References: 16
Price: \$9,800 for a maximum of six candidates
Price per candidate (assuming maximum number of candidates is reached): \$1,633

Public Safety Consultants
P.O. Box 1153
Pocasset, MA 02559
Established: 2000
Recruitments cited: Over 100
Central Ma recruitments: 9
References: 17
Price: \$8,900 for a maximum of five candidates
Price per candidate (assuming maximum number of candidates is reached): \$1,780

Analysis: Both firms are well-respected in the field, and provided excellent references. Either proposal anticipates a September conclusion of the assessment process.

Public Safety Consultants provided a more detailed proposal, and a slightly less expensive contract price. They also know the Town, having performed a Sargent recruitment in 2014.

MMA Consulting has more Central Mass experience, and has a more attractive contract price when breaking the proposal into a per-candidate charge, and is more experienced with police chief recruitment.

The proposed contract price is well below the threshold required by MGL for formalized public proposals, though we did so. We then followed it up with attempting to get written quotes from three vendors, and obtained two. MGL requires that ‘sound business practices’ be followed for contracts under \$10,000. Written quotes, such as attached, are required for contracts between \$10,000 and \$50,000.

Bear in mind that either quote may increase, if we have more applicants than stated in the limit of each proposal.

While I believe that either firm would serve the Town well, MMA Consulting Group has significantly more experience in evaluation of candidates for Police Chief, which I think is of paramount importance to this process. Based on these factors, I recommend that the Board award the Assessment Center proposal to MMA Consulting Group and grant me the authorization to enter into and sign a contract with the firm.

Please contact me with any questions.

m m a c o n s u l t i n g g r o u p i n c
101 court street #7
plymouth, massachusetts 02360
508-746-3653

June 4, 2019

David Genereux
Town Administrator
Town of Leicester
3 Washburn Square
Leicester, Massachusetts 01524

Dear Mr. Genereux:

Re: Proposal to Conduct a Police Chief Assessment Center and Police Lieutenant Assessment Center

Please excuse my delay in responding to your request. MMA Consulting Group, Inc., is pleased to submit this proposal to assist the Town of Leicester with the selection of a Police Chief and Police Lieutenant. The Town is confronted with a common issue, i.e., the candidates for Police Chief and Police Lieutenant are the same, or very similar. We have frequently faced this issue with civil service police and fire departments. As a practical matter, it is not efficient to hold two independent Assessment Centers in which essentially the same candidate pool would have to participate.

It is possible to conduct two Assessment Centers at the same time by integrating the exercises. Integrated Assessment Centers are designed to test positions which have similar competencies (skills and abilities) for the positions, such as Police Chief and Police Lieutenant. This approach is appropriate for the Town since the Lieutenant will be the second-in-command of the Police Department. However, there are different competencies, such as strategic planning and decision-making, which can be accounted for in several ways. For example, there may be one or two additional exercises developed for the Police Chief, and there could be different competencies included in the evaluation framework for the Chief and Lieutenant positions. This type of process allows for the development of individual sets of evaluation scores for each position. Additionally, it allows us to separate those candidates who are applicants for only one position.

MMA Consulting Group, Inc., pioneered the use of Assessment Centers in Massachusetts. We have conducted Police Chief selection processes for more than 25 years in communities such as Auburn, Barnstable, Bedford, Belmont, Billerica, Charlton, Chelmsford, East Bridgewater, Eastham, Falmouth, Foxborough, Groton, Holden, Holliston, Hull, Leominster, Lynn, Malden, Needham, North Andover, North Attleborough, Oxford, Springfield, Wareham, West Springfield, Wilmington, Worcester, and others.

We propose to provide the following services:

- Review background information and confer with Town officials regarding the Police Department. We will review job descriptions, policies, budgets and other documentation.
- Review State position analysis documents and other literature, as necessary.
- Draft the examination posting information for HRD. (There would be two postings if an examination is developed for two positions.)
- Schedule the Assessment Center(s).
- Conduct an orientation session for possible candidates.
- Develop Assessment Center exercises. (Assume six or seven exercises, with a number of two-part exercises, e.g., In-Tray, Program Planning, Tactical Operations exercises.)
- Select assessors. (Assume two panels of assessors.)
- Prepare the Assessment Center guide for the assessors.
- Administer the Assessment Center.
- Provide the examination results to the HRD.

The fee for conducting an integrated Assessment Center for Police Chief and Police Lieutenant is \$9,800, for a maximum of six candidates. (The fee for conducting two separate Assessment Centers would range between \$14,000 and \$15,000, depending on the number of candidates for each rank.) The price includes all professional fees, but does not include the cost of facilities or amenities required to conduct the Assessment Center.

Two attachments to this letter include references and a list of some of our recent Assessment Centers. Fees are negotiable, based on an alteration in the scope of services.

Please call MMACG at 508-746-3653, if you have questions or would like additional information. We would welcome the opportunity to assist the Town.

Very truly yours,



Mark E. Morse
President

Attachments

mma consulting group inc

ATTACHMENT 1

ASSESSMENT CENTER REFERENCES

REFERENCE	PHONE/E-MAIL	ASSESSMENT CENTER
Jeffrey Hull Town Manager Wilmington, Massachusetts	978-658-3311 jhull@wilmingtonma.gov	Police Chief Assessment Center (2019) Deputy Police Chief Assessment Center (2019) Police Sergeant Assessment Center (2019) Fire Lieutenant Assessment Center (2018) Police Sergeant Assessment Center (2018) Police Lieutenant Assessment Center (2018) Fire Chief Assessment Center (2017) Deputy Fire Chief Assessment Center (2017)
Denise Y. Casey Asst. Town Manager North Andover, Massachusetts (Former Asst. Town Manager & Human Resources Director Wilmington, Massachusetts)	978-380-1003 dcasey@northandoverma.gov	
Kerry Colburn-Dion Asst. Town Manager & Human Resources Director Wilmington, Massachusetts	978-658-3311 Kcolburn-dion@wilmingtonma.gov	
Kate Fitzpatrick Town Manager or Christopher Coleman Assistant Town Manager Needham, Massachusetts	781-455-7500 CColeman@needhamma.gov	Police Sergeant and Lieutenant Assessment Centers (2019) Police Chief Assessment Center (2011, 2015) Police Lieutenant Assessment Center (2016, 2013, 2011) Deputy Fire Chief Assessment Center (2012, 2015, 2017) Fire Chief Assessment Center (2015)
William Keegan Town Manager Foxborough, Massachusetts	508-543-1219 bkeegan@town.foxborough.ma.us	Police Chief Assessment Center (2016) Fire Chief Assessment Center (2019)
Dori A. Vecchio Asst. Human Resources Director Worcester, Massachusetts	508-799-1030 VecchioD@worcesterma.gov	Police Captain Assessment Center (2017) Police Chief Assessment Center (2015) Deputy Police Chief Assessment Center (2015) Deputy Fire Chief Assessment Center (2016, 2018) Fire Chief Assessment Center (2016)
Philip Lemnios Town Manager Hull, Massachusetts	781-773-3801 plemnios@town.hull.ma.us	Fire Chief Assessment Center (2016) Police Chief Recruitment (2016) Police Sergeant Assessment Center (2019)
Julian Suso Town Manager or Denise Coleman Human Resources Director Falmouth, Massachusetts	508-495-7300 jsuso@falmouthmass.us dcoleman@falmouthmass.us	Emergency Communication Director Assessment Center (2016) Police Chief Recruitment and Assessment Center (2014) Fire Chief Assessment Center (2016) Fire Captain and Lieutenant Assessment Centers (2015) Deputy Fire Chief Assessment Center (2014)

REFERENCE	PHONE/E-MAIL	ASSESSMENT CENTER
Jennifer Breaker Asst. Town Manager Danvers, Massachusetts (Former Asst. Town Manager Ipswich, Massachusetts)	978-777-0001	Police Sergeant Assessment Center (2016) Police Lieutenant Assessment Center (2015) Fire Chief Assessment Center (2014) Fire Lieutenant Assessment Center (2016)
Derek Sullivan Town Administrator Wareham, Massachusetts	508-291-3100 dsullivan@wareham.ma.us	Police Chief Assessment Center (2019, scheduled) Police Lieutenant Assessment Center (2019, scheduled) Police Lieutenant Assessment Center (2016) Police Chief Assessment Center (2014)
John Dunn Police Chief Hull, Massachusetts	781-467-9551 JDunn@hullpolice.org	Police Sergeant Assessment Center (2019)
Walter J. Warchol Police Chief Northbridge, Massachusetts	508-234-6211 wwarchol@northbridgemass.org	Police Sergeant Assessment Center (2019)
Michael D. Goldman Police Chief Leominster, Massachusetts	978-534-7560 mgoldman@police.leominster-ma.gov	Police Lieutenant & Police Sergeant Assessment Centers (2012, 2015, 2017)
Kate R. O'Brien, Esq. Town Attorney or Robert Duffy Police Chief West Springfield, Massachusetts	413-495-1872 krobrien@townofwestspringfield.org 413-263-3210 rduffy@westspringfieldpolice.org	Police Lieutenant Assessment Center (2018) Police Sergeant Assessment Center (2018)
Steven M. Sargent Police Chief Worcester, Massachusetts	508-799-8600	Deputy Police Chief Assessment Center (2015) Police Captain Assessment Center (2017)
Robin Craver Town Administrator Charlton, Massachusetts	508-248-2206 robin.craver@townofcharlton.net	Police Chief Assessment Center (2017)

mma consulting group inc

ATTACHMENT 2

EXAMPLES OF LAW ENFORCEMENT CENTERS CONDUCTED BY MMA CONSULTING GROUP, INC. (2014 TO 2019)

MMA Consulting Group, Inc., conducts 30 or more Assessment Centers for public safety positions annually. In addition, MMACG conducts Assessment Centers for other management/executive positions, such as Town Manager and Administrator, Building Commissioner, Emergency Communication Director, IT Director, Superintendent of Buildings, Public Works Director, and others. Twenty Police Chief Assessment Centers are included in the following list.

SELECTED EXAMPLES OF POLICE DEPARTMENT ASSESSMENT CENTERS

JURISDICTION	YEAR
Wareham, Massachusetts, Police Chief	2019 (scheduled)
Wareham, Massachusetts, Police Lieutenant	2019 (scheduled)
Chicopee, Massachusetts, Police Captain	2019 (scheduled)
Chicopee, Massachusetts, Police Lieutenant	2019 (scheduled)
Chicopee, Massachusetts, Police Sergeant	2019 (scheduled)
Wilmington, Massachusetts, Police Chief	2019
Wilmington, Massachusetts, Deputy Police Chief	2019
Wilmington, Massachusetts, Police Sergeant	2019
Needham, Massachusetts, Police Sergeant	2019
Needham, Massachusetts, Police Lieutenant	2019
Northbridge, Massachusetts, Police Sergeant	2019
Hull, Massachusetts, Police Sergeant	2019
West Springfield, Massachusetts, Police Lieutenant	2018
West Springfield, Massachusetts, Police Sergeant	2018
Wilmington, Massachusetts, Police Lieutenant	2018
Groton, Massachusetts, Police Chief	2018
Barnstable, Massachusetts, Police Chief	2018
Wilmington, Massachusetts, Police Sergeant	2018
Worcester, Massachusetts, Police Captain	2017
Leominster, Massachusetts, Police Lieutenant	2017
Worcester, Massachusetts, Police Captain	2017
Chelmsford, Massachusetts, Police Lieutenant	2017

Wrentham, Massachusetts, Police Chief	2017
Charlton, Massachusetts, Police Chief	2017
Oxford, Massachusetts, Police Chief	2017
Leominster, Massachusetts, Police Sergeant	2017
Holliston, Massachusetts, Police Chief	2017
Lynn, Massachusetts, Police Chief	2017
Hull, Massachusetts, Police Chief	2016
Wareham, Massachusetts, Police Lieutenant	2016
Leominster, Massachusetts, Police Lieutenant	2016
Foxborough, Massachusetts, Police Chief	2016
Haverhill, Massachusetts, Police Captain	2016
Haverhill, Massachusetts, Police Lieutenant	2016
Woburn, Massachusetts, Police Lieutenant	2016
Woburn, Massachusetts, Police Captain	2016
East Bridgewater, Massachusetts, Police Chief	2016
Needham, Massachusetts, Police Lieutenant	2016
Plymouth, Massachusetts, Police Lieutenant	2016
Plymouth, Massachusetts, Police Sergeant	2016
Ipswich, Massachusetts, Police Sergeant	2016
Falmouth, Massachusetts, Emergency Public Safety Communication Administrator	2016
Worcester, Massachusetts, Police Chief	2015
Worcester, Massachusetts, Deputy Police Chief	2015
North Andover, Massachusetts, Police Lieutenant	2015
Springfield, Massachusetts, Deputy Police Chief	2015
Needham, Massachusetts, Police Chief	2015
Wareham, Massachusetts, Police Chief	2014
Plainville, Massachusetts, Police Chief	2014
Lynn, Massachusetts, Deputy Police Chief	2014
Middleborough, Massachusetts, Police Chief	2014
Southborough, Massachusetts, Police Chief	2014
Oxford, Massachusetts, Police Lieutenant	2014
Woburn, Massachusetts, Police Captain	2014
Woburn, Massachusetts, Police Lieutenant	2014
Holden, Massachusetts, Police Chief	2014
Ipswich, Massachusetts, Police Lieutenant	2014



**Public Safety Consultants, LLC
P.O. Box 1153
Pocasset, MA 02559
508-563-2404**



Town of Leicester

**Police Assessment Center
Police Chief and Lieutenant
Technical Proposal**

June 7, 2019

Table of Contents

Letter of Introduction	3
Proposal Requirements	4
Section I: Assessment Center Scope of Services	5
Timeline	7
Additional Requirements	7
Section II: Quality Requirements - Experience and Skills	8
Principal Consultant Biography	9
Development of Unique Assessment	9
Appendix A Resume	10
Appendix B Proof of Insurance	12
Appendix C Competency Dimensions	14
Appendix D References	16
Appendix E Tax Compliance Certification	21
Appendix F Certificate of Non-Collusion	22
Price Proposal	23

David Genereux
Town Administrator
3 Washburn Square
Leicester, MA 01524

Re: Police Chief and Police Lieutenant Assessment Center Proposal

June 7, 2019

Dear Mr. Genereux

On behalf of Public Safety Consultants, LLC (PSC) I am pleased to submit this response to your Request for Proposals in compliance with MGL Ch. 30B for a Civil Service Sole Assessment center for the rank of Police Chief and Police Lieutenant for the Town of Leicester.

The principals of PSC offer years of progressive public sector management experience with a concentration in public safety management and human resources, including recruitment, testing, and assessment centers.

I have 46 years of law enforcement experience in Massachusetts, including 34 years of command level experience, with nine of those years serving as Chief of the Shrewsbury Police Department and ten years as the Executive Director of the Massachusetts Chiefs of Police Association.

Having been approved to conduct assessment centers for Civil Service for the last ten years, PSC possesses the unique qualifications required to design and conduct the highest quality selection process and assessment centers. Our team consists of Massachusetts police chiefs and command level personnel who are experienced in serving as assessors and promotional screeners.

We look forward to the opportunity to work with you in this important endeavor, and we pledge to your community the highest level of professional service.

Thank you for your time and consideration in this matter.

Yours truly,

A. Wayne Sampson

Chief A. Wayne Sampson (Ret.) Esq.
Public Safety Consultants, LLC

Disclaimer: Public Safety Consultants, LLC is a private company and not associated with any local or State law enforcement agency or association.

PROPOSAL REQUIREMENTS

Consultant's Name

A. Wayne Sampson
Public Safety Consultants, LLC

Address

P.O. Box 1153
Pocasset, MA 02559

Legal Entity

Massachusetts Limited Liability Company

Main contact

Chief A. Wayne Sampson (Ret.) Esq.
508-563-2404
wsampson@publicsafetyllc.com

Resume of Principals

A. Wayne Sampson -
Appendix A

Evidence of Insurance

Davis - Daniels Insurance, Shrewsbury, MA
Liability Insurance - Quaker Special Risk
Workers Compensation - Hartford
Appendix B

SECTION I - SCOPE OF SERVICES

1. Preliminary Assessment: Immediately upon being awarded a contract, PSC will meet with the Town Manager, Police Chief and appropriate officials to become familiar with the demographics and the needs of the Leicester Police Department. This will allow us to establish the specific competencies/attributes to be measured in the assessment center.
2. PSC has been approved by the Massachusetts Human Resources Department to conduct Civil Service examinations for over ten years and is aware of the unique requirements of a sole assessment center.

PSC will develop an assessment centers for the rank of Police Chief and Police Lieutenant with a minimum of five to six assessment exercises that are mutually agreed upon between the Town and the consultant. PSC will test those areas that ensure the candidates understand the vision and expectations of the Town and the Police Department.

3. Design Assessment Center Exercises: PSC will develop a customized assessment center that is specific to the Town of Leicester based on our interviews with Town leaders, police department leadership and an individual Job Task Analysis for the rank of Police Chief and Police Lieutenant.
 - a. This assessment may include a written narrative exercise that uses material directly from the Leicester Police Department and will be based on management and supervisory materials.
 - b. The assessment center design will be in consultation with Town officials and may include some of the following example exercises:
 - a. Citizen complaints
 - b. Personnel performance
 - c. Community issues
 - d. Diversity issues
 - e. Mental health issues
 - f. Police ethics
 - g. Tactical operation exercise
 - h. In-box exercise
 - i. Labor relations/union grievance
 - j. Media interview
 - k. Structured interview
4. Assessment Center Panel: Each assessment team shall include a minimum of three Massachusetts Police Chiefs or appropriate command level supervisors and an exercise coordinator. PSC will provide the Police Chief or authorized Town representative with a list of proposed assessors and their qualifications and experience for review and approval upon contract award. Each assessor assigned to the Town of Leicester will have experience as an assessor and most have been a candidate in an assessment themselves. PSC has a pool of

over twenty potential assessors, and we do not select an assessor until we know the community and the candidates. This avoids any potential conflict of interest and assures the security of the assessment by keeping assessors confidential from potential candidates. This process complies with the required security agreement of Civil Service. The Town will have final approval of any particular assessor.

Chief A. Wayne Sampson Ret. will be the lead developer of the assessment center exercises and team leader for the assessments.

Catherine Sampson will serve as technical writer and exercise coordinator for the actual assessment center exercises.

5. Review Assessment Center Process with Police Department Staff: An orientation session will be conducted in the Town of Leicester for the candidates. The orientation will describe in detail our methodology in preparing the assessment and provide an overview of the process and answer questions from the candidates.
6. Notice of Assessment Center: The notice will be developed and posted by HRD in compliance with HRD guidelines.
7. Job Task Analysis: PSC will conduct a formal Job Task Analysis for the rank of Police Chief and Police Lieutenant that is specific to the Town of Leicester based on the Skills, Knowledge, and Abilities (SKA) that are the professional expectations of a Massachusetts Police Chief and Police Lieutenant (**See Appendix C**). PSC will then develop the assessment exercises from the SKA's demonstrated in the Job Task Analysis. This provides the method for content validation. Many jurisdictions face unique situations that lend themselves well to the development of these exercises. These exercises and scenarios will be unique to the Town of Leicester and reflect Police Department interaction with the community. They will help to demonstrate the candidates' abilities to deal effectively with such challenges.
8. Conduct Assessment Center: PSC will supervise and conduct a sound, effectual and comprehensive assessment center that is in full compliance with this RFP, the "Guidelines for Ethical Consideration for Assessment Centers Operations" by the International Task Force on Assessment Center Guidelines and the Massachusetts Human Resources Department Delegation Agreement.
9. Scoring: PSC will measure candidate performance according to the predetermined criteria (Skill, Knowledge, and Abilities) using a 100-point graded scale as approved by Civil Service. As required by Civil Service regulation, assessment center scores will be submitted directly to civil service for review.
10. Security Plan: As required by the HRD Delegation Agreement, PSC has a strict security plan for all assessment center documents. No person, other than the PSC developer has access to any examination documents.

11. Labor and Materials: PSC will supply all personnel, including assessors, labor and materials to conduct an assessment center in the Town of Leicester for all Leicester Police Chief and Police Lieutenant candidates
12. Secure Civil Service Endorsement of Selection: PSC will provide all results in accordance with Civil Service guidelines and regulations. After approval by HRD, candidates will be notified of the results by HRD and the ranking of candidates will be submitted to the Town for the purpose of appointment and certification.
13. Appeals: PSC has never had an appeal of our assessment process.

TIMELINE

PSC will be ready to commence work within seven calendar days of contract award. PSC proposes the following schedule for consideration:

Week One	Sign Contract Meet with Town Officials Prepare and submit Notice of Assessment to HRD Review Police Department Documents
Week Two - Five	Conduct Job Task Analysis Develop Exercises Select Assessors Assessment Center Orientation
Week Six-Seven*	Conduct Assessment Center Deliver final report to HRD

* As required by Civil Service regulation, notices must be posted for 21 days. There is a seven-day appeal of the assessment process and there is a 17-day of appeal of the Employment Experience score. The date of the assessment center will also depend on the availability of candidates.

ADDITIONAL REQUIREMENTS:

1. Records: In compliance with the HRD Delegation agreement, PSC will maintain all original records of exercises and scoring for three years.
2. Insurance: PSC will indemnify the Town of Leicester at the time of contract execution for liability insurance in the amount of \$2,000,000. PSC will provide the Town with a Certificate of Insurance naming the Town as additionally insured. PSC will provide evidence of Workers' Compensation Insurance as required by law.

3. PSC has completed every contract ever awarded on time and at the price quoted. We have never been dismissed or disqualified from a contract. PSC has never filed for or been declared bankrupt or made voluntary assignment in bankruptcy or made a proposal under any legislation relating to bankruptcy or insolvency.

SECTION II QUALITY REQUIREMENTS - EXPERIENCE AND SKILLS

PSC is qualified to design and conduct assessment centers in Massachusetts.

The staff of PSC has provided consulting services to over 100 Massachusetts communities and the Massachusetts police executives who serve as assessors have conducted and participated in over 150 assessment centers and supervisory promotional processes in both Civil Service and non-Civil Service Massachusetts police departments. PSC follows the “Guidelines for Ethical Consideration for Assessment Centers Operations” by the International Task Force on Assessment Center Guidelines.

Most of our assessors have been trained by nationally recognized organizations such as the International Association of Chiefs of Police, Municipal Police Institute, Inc.; or the Public Safety Institute, Institute of Police Technology and Management, University of North Florida. In addition, each of our assessors has served previously as an assessor or has been a candidate in an assessment center. Several of our assessors have worked with the Massachusetts Human Resources Division as volunteers in developing the statewide police promotional assessment centers.

PRINCIPAL CONSULTANT BIOGRAPHY

Chief A. Wayne Sampson, Ret. Esq. has 44 years of law enforcement experience in Massachusetts, including 34 years of command level experience, with nine of those years serving as Chief of the Shrewsbury Police Department and ten years as the Executive Director of the Massachusetts Chiefs of Police Association.

Chief Sampson began serving as an assessor in approximately 2000 and has continued to develop oral boards and promotional examinations. He has received specialized training in the development of assessment centers from the International Association of Chiefs of Police and the Public Safety Institute, Institute of Police Technology and Management, University of North Florida. A complete resume is found in Appendix A.

Public Safety Consultants, LLC has currently provided over 100 Massachusetts communities with law enforcement consulting services to include in excess of 150 promotional Assessment Centers.

DEVELOPMENT OF UNIQUE ASSESSMENT CENTERS

PSC develops our assessment centers in two ways that are different than most consultants.

First, we develop the exercises that are specifically designed to represent the actual conditions in each community. We use real problems and expect to get real answers and responses to how a candidate would react under these circumstances in your community. This technique allows the candidates to use all of their knowledge and experience of the community to provide a more realistic response.

Second, we recommend that some of the exercises be related in topic matter. For example, we start with an important issue in the community that must be addressed. The candidate is to prepare and submit an action plan to resolve the problem; meet with business or citizen community members directly involved in the problem; and deal with a citizen that has been adversely affected by the police action. Finally, the candidate deals with an employee that refuses to enforce the police department vision of the program.

This technique provides two important outcomes that can be evaluated. First, you get to hear firsthand how the candidates intend to interact with your citizens and personnel. Second, if the candidates are able to inter-relate the exercises, they should become stronger and more confident with each exercise.

We have used this technique for the past 10 years, and our assessors, and more importantly the candidates, prefer it over independent unrelated exercises as they feel it gives a stronger insight into the candidates thought process.

Individual vs Combined Assessment

Because the pool of candidates is the same for both Lieutenant and Police Chief, the Town has the option of performing individual assessments or combining the assessment into one day. Based on a formal Job Task Analysis, there are some tasks that overlap responsibility and therefore can be tested at both ranks. This could be combined with individual exercises that would be specific to each individual rank. There is a substantial cost savings to the Town with this approach.

Appendix A - Resume

A. Wayne Sampson
Pocasset, MA 02559
508-563-2404
wsampson@publicsafetyllc.com

PROFESSIONAL SUMMARY

Law enforcement professional dedicated to the implementation of best practices and ethical standards in police management. A proven leader in developing community partnerships and professional affiliations.

EXPERIENCE

Deputy Director, Cape Cod Municipal Police Academy **2019**

Public Safety Consultants, LLC **2000 - Present**

- Recruitment and promotion examinations for public safety employees
- Assessment Center development and implementation
- Police Management Consulting

Executive Director, Massachusetts Chiefs of Police Association **2007 – 2016**

- Assist Massachusetts Chiefs of Police throughout the Commonwealth in the development of best practices and professional standards
- Provide legal assistance to Massachusetts Chiefs of Police
- Conduct research and training for Massachusetts Chiefs of Police
- Serve as legislative lobbyist on public safety management issues

Chief of Police – Town of Shrewsbury, MA **1998 - 2006**

- Coordinated and managed the delivery all police services for a community of 34,000 residents
- Responsible for development and administration of \$3.4 million annual budget
- Managed human resource responsibilities for 55 employees
- Committed to community involvement, management best practices, and high ethical standards

Shrewsbury Police Department **1972 - 1998**

- Progressive law enforcement experience with increasing management responsibility
- Commander, Regional Drug Task Force
- Coordinated National Law Enforcement Accreditation program

EDUCATION

- **Juris Doctor - Admitted to the Massachusetts Bar 1993**, Southern New England School of Law
- **156th FBI National Academy** - Police Administration Program 1989
- **Master of Arts** in Criminal Justice, Anna Maria College, Paxton, MA
- **Bachelor of Science** in Education, Worcester State College, Worcester, MA
- **65th Municipal Police Officers Training Class** 1977, Massachusetts State Police Academy

PROFESSIONAL AFFILIATIONS AND ACTIVITIES

2018	MPTC Level Three Legal Instructor
2007 - 2016	SACOP - IACP Executive Directors
2006	President, Massachusetts Chiefs of Police Association
2004-2006	Hearings Officer, Massachusetts Firearms License Review Board.
2001-2003	Massachusetts Chiefs of Police representative on the Executive Office of Public Safety, Racial and Gender Profiling Committee
2001-2003	Massachusetts Chiefs of Police representative on the Joint Federal-State Anti-Terrorism Task Force Advisory Working Group
2000- 2006	Massachusetts Chiefs of Police representative, Attorney General's Advisory Committee on Policing
2002	President, Central Massachusetts Police Chiefs Association
2001-Present	Assessor, Massachusetts Police Accreditation Coalition

Appendix B – Proof of Insurance

NOTICE TO EMPLOYEES

NOTICE TO EMPLOYEES

The Commonwealth of Massachusetts DEPARTMENT OF INDUSTRIAL ACCIDENTS

1 Congress Street, Suite 100, Boston, Massachusetts 02114-2017

617-727-4900 – <http://www.state.ma.us/dia>

As required by Massachusetts General Law, Chapter 152, Sections 21, 22, & 30, this will give you notice that I (we) have provided for payment to our injured employees under the above mentioned chapter by insuring with:

The Hartford Insurance Co of the Midwest

NAME OF INSURANCE COMPANY

One Park Place, 300 South State St, 7th Floor Syracuse NY 13202

ADDRESS OF INSURANCE COMPANY

76 WEG DW1854

POLICY NUMBER

01/14/19

EFFECTIVE DATES

HARTFORD FIRE INSURANCE COMPANY

NAME OF INSURANCE AGENT

55 FARMINGTON AVE

HARTFORD CT 06105

ADDRESS

(877)-287-1316

PHONE

PUBLIC SAFETY CONSULTANTS, LLC

EMPLOYER

PO BOX 1153 POCASSET MA 02559

ADDRESS

EMPLOYER'S WORKERS COMPENSATION OFFICER (IF ANY)

DATE

MEDICAL TREATMENT

The above named insurer is required in cases of personal injuries arising out of and in the course of employment to furnish adequate and reasonable hospital and medical services in accordance with the provisions of the Workers Compensation Act. A copy of the First Report of Injury must be given to the injured employee. The employee may select his or her own physician. The reasonable cost of the services provided by the treating physician will be paid by the insurer, if the treatment is necessary and reasonably connected to the work related injury. In cases requiring hospital attention, employees are hereby notified that the insurer has arranged for such attention at the

NAME OF HOSPITAL

ADDRESS

TO BE POSTED BY EMPLOYER

Form WC 88 20 01 D Printed in U.S.A.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/18

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 Daniels Insurance Agency Inc 543 Main St. Shrewsbury, MA 01545		CONTACT NAME: Traci Daniels PHONE (A/C No. Ext): 508-925-2970 FAX (A/C No): 508-842-3835 E-MAIL: traci@DanielsInsurance.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Quaker Agency of MA, Inc.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		NN859535	11/15/18	11/15/19	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE \$ 2,000,000				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRODUCTS - COMPIOP AGG \$ 2,000,000				
	<input type="checkbox"/> OTHER					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO <input type="checkbox"/>					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>					BODILY INJURY (Per accident) \$
HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>		PROPERTY DAMAGE (Per accident) \$				
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Town of [REDACTED]	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 Traci A. Daniels
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ACORD 25 (2016/03)

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Appendix C – Competency Dimensions Skills, Knowledge and Abilities

1. **Oral Communication:** The ability to express one's self personally in a group or in a one on one encounter. Has the ability to speak clearly, using good language skills, so the person receiving the message can listen, understand, and respond to the statement of the Candidate. Good listening skills, command of the English language, tone, pitch, speed, pauses, believability, body gestures, etc. are important parts of the proper use of language skills.
2. **Written Communication:** The ability to use correct grammar, spelling, punctuation, and vocabulary when writing; to reduce verbal information relayed by subordinates to a written format.
3. **Interpersonal Insight:** The ability to effectively counsel others regarding personal or work-related problems to maintain rapport with others to effectively coordinate with others, to deal effectively with irate individuals, to express empathy toward others, to listen effectively, to manage conflict between subordinates, to conduct effective meetings.
4. **Problem Analysis:** The ability to identify important pieces of information, to identify subordinates' strengths and weaknesses, to interrelate pieces of information, to identify errors/inaccuracies in written documents. Skill in identifying problems, securing relevant information, and identifying possible causes of problems.
5. **Judgment:** The ability to perceive the consequences of actions or decisions, to deduce logical courses of actions from available data, to formulate rational decisions, to evaluate the relative merits of potential courses of action, to generate alternative solutions to problems, to establish work priorities.
6. **Decisiveness:** The ability to initiate immediate action, to defend one's position when challenged, to react to the immediate demands presented by a situation, to maintain an activity or task until completion.
7. **Planning and Organizing:** The ability to establish work schedules, to establish work priorities, to simultaneously structure tasks and activities, to conduct effective oral presentations, to effectively maintain several activities simultaneously, to conduct effective meetings, to establish effective follow-up measures.
8. **Delegation and Control:** The ability to guide and direct others to accomplish tasks, to effectively counsel others regarding personal or work related problems, to motivate others to accomplish tasks and meet goals, to delegate tasks to others effectively, to manage conflict between subordinates, to conduct effective meetings.

- 9. Police Ethics:** The ability to employ principles of appropriate conduct, understanding a system of moral values, and the rules and standards governing the conduct of a member of law enforcement. Demonstrates moral integrity that applies basic values to the decision-making process, works in a way that expresses a Code of Ethics and legal standards within the policing culture.
- 10. Adaptability:** The ability to adjust approaches to a task according to changing situational demands, to modify plans based on new information, to react to the immediate demands presented by a situation, to generate alternative solutions to problems, to effectively maintain several activities simultaneously, to change activities when interrupted.

Appendix D - References

Town of Whitman – Civil Service (Joint Assessment)

Police Chief Assessment Centers 2019

Deputy Chief Assessment Centers 2019

Scott D. Benton
Chief of Police
Whitman Police Department
20 Essex Street
Whitman, Ma 02382

Town of Southbridge – Civil Service

Police Sergeant Assessment Centers 2017

Fire Lieutenant Assessment Centers 2018

Fire Chief Assessment Centers 2019

Ron San Angelo
Town Manager
Town of Southbridge
41 Elm Street
Southbridge, MA 01550

Town of Auburn – Civil Service

Police Sergeant Assessment Centers 2019 (Pending)

Fire Lieutenant Assessment Centers 2017

Chief Andrew J. Sluckis Jr.
Auburn Police Department
416 Oxford Street, North
Auburn, MA 01501

Town of Blackstone	<i>Police Sergeant Assessment Center</i> Chief Ross Atstupenas Blackstone Police Department 15 Paul Street Blackstone, MA 508-876-5237	2016
Town of Douglas	<i>Police Sergeant Assessment Center</i> Chief Nick Miglionico Douglas Police Department 29 Depot Street Douglas, MA 508-476-2709	2016
Town of Leicester -	<i>Police Sergeant Assessment Center</i> Kevin J. Mizikar Town Administrator 3 Washburn Square Leicester, MA 01524	2014
Town of Oxford -	<i>Police Sergeant Assessment Center</i> Chief Anthony Saad Oxford Police Department 503 main Street Oxford, MA 01540 508-978-3407	2017
Town of Spencer	<i>Police Sergeant Examination</i> <i>Police Sergeant Oral interviews</i> Chief David Darren 9 West Main Street Spencer, MA 508-885-6333	2015 2015

Town of Sutton - *Police Sergeant Assessment Center* 2017

Chief Dennis Towle
Sutton Police Department
4 Uxbridge Road
Sutton, MA 01590
508-865-8746

Town of Uxbridge *Police Sergeant Assessment Center* 2014

Police Sergeant Assessment Center 2018

Police Lieutenant Assessment Center 2018

Chief Mark Montigny
Uxbridge Police Department
275 Douglas Street
Uxbridge, MA 01569
508-278-7685

City of Pittsfield - Civil Service

Fire Chief Assessment Center 2019

Fire Deputy Chief Assessment Center 2019

Police Chief Assessment Center 2017

Fire Captain Assessment Center 2017

Fire Deputy Chief Assessment Center 2017

Police Lieutenant Assessment Center 2018

Police Captain Assessment Center 2018

Michael Taylor
Director of Personnel
City Hall, Room #107
70 Allen Street
Pittsfield, MA 01201
mtaylor@cityofpittsfield.org
(413) 499-9340

Town of Andover - Civil Service

<i>Sergeant Assessment Center</i>	2019
<i>Lieutenant Assessment Center</i>	2017
<i>Sergeant Assessment Center</i>	2017
<i>Lieutenant Assessment Center</i>	2015
<i>Sergeant Assessment Center</i>	2015

Lt. Edward J. Guy III
Support Services/Accreditation Manager
Andover Police Department
32 North Main Street
Andover, MA 01810
978-475-0411

Town of Scituate – Civil Service

<i>Police Lieutenant Assessment Center</i>	2017
<i>Police Deputy Chief Assessment</i>	2016
<i>Police Sergeant Assessment Center</i>	2016
<i>Police Lieutenant Assessment Center</i>	2014
<i>Police Chief Assessment Center</i>	2013

Patricia Vinchesi
Town Administrator
600 Chief Justice Cushing Highway
Scituate, MA 02066
413-531-4358

Town of Norwood -	<i>Lieutenant Assessment Center</i>	2017
	<i>Sergeant Assessment Center</i>	2017
	<i>Lieutenant Assessment Center</i>	2015
	<i>Sergeant Assessment Center</i>	2015

Chief William Brooks
Norwood Police Department
137 Nahatan St.
Norwood, MA 02062
781-440-5150

Town of Palmer - Civil Service

<i>Police Lieutenant Assessment Center</i>	<i>2017</i>
<i>Police Chief Assessment Center</i>	<i>2016</i>
<i>Police Sergeant Assessment Center</i>	<i>2015</i>

Charles T. Blanchard
Chief Procurement Officer/Town Manager
4417 Main Street
Palmer, MA 01069
413-283-2645

Town of Canton - Civil Service

<i>Police Lieutenant Assessment Center</i>	<i>2017</i>
<i>Police Sergeant Assessment Center</i>	<i>2016</i>

Kenneth N. Berkowitz
Chief of Police
Canton Police Department
1492 Washington St.
Canton, MA 02021
781- 821-5093

Town of Medfield - Civil Service

<i>Police Sergeant Assessment Center</i>	<i>2015</i>
<i>Police Sergeant Assessment Center</i>	<i>2017</i>

Robert E. Meany, Jr., Chief of Police
Medfield Police Department
110 North Street
Medfield, MA 02052
508 - 359-2315

Appendix E - Tax Compliance Certification

Tax Compliance Certification

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that said contractor, to the best of my knowledge and belief, has complied with all laws of the Commonwealth of Massachusetts and the Town of Leicester relating to taxes, permit or other fees, reporting of employees and contractors withholding and remitting child support.

Corporate Name Public Safety Consultants, LLC

Corporate Officer Catherine M. Sampson

Name of Corporate Officer Catherine M. Sampson

Title Manager

Taxpayer ID Number 35-2358958

June 7, 2019

Appendix F - Certificate of Non-Collusion

Police Lieutenant Assessment Center

1. The undersigned certifies that she will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.
2. The undersigned certifies under penalties of perjury that this proposal or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Wayne Sampson

Signature of individual submitting the proposal

Public Safety Consultants, LLC
Name of Business

June 7, 2019
(Date)

**Public Safety Consultants, LLC
P.O. Box 1153
Pocasset, MA 02559
508-563-2404**

David Genereux
Town Administrator
3 Washburn Square
Leicester, MA 01524

Re: Police Chief and Police Lieutenant Assessment Center Proposal

June 7, 2019

Dear Mr. Genereux

Town of Leicester - Price Proposal Bid Form

This bid price is considered comprehensive and includes all material and personnel to conduct a combined assessment center for both ranks of Police Lieutenant and Police Chief *

Police Chief Assessment Only – Up to five candidates \$6,500.00*

Police Lieutenant Assessment Only – Up to five candidates \$6,500.00*

*Conducted on different days

Combined Police Lieutenant and Chief Assessment up to 5 candidates \$8,900.00**

**conducted on same day

*The Town would be required to provide the location to conduct the Assessment Center, morning refreshments and lunch for the assessors.

A. Wayne Sampson

June 7, 2019

FY20 Meeting Dates

**All meetings begin at 6:30pm in the Select Board Conference Room at Town Hall unless otherwise indicated*

July 15, 2019

August 19, 2019

September 9, 2019

September 23, 2019

October 7, 2019

October 8, 2019 (Meeting prior to Special Town Meeting at 6:00pm)

October 21, 2019

November 4, 2019

November 18, 2019

December 2, 2019

December 16, 2019

January 6, 2020

January 27, 2020

February 8, 2020 (Saturday Budget Meeting) – 9:00am, Leicester Senior Center

February 10, 2020

February 24, 2020

March 9, 2020

March 23, 2020

April 6, 2020

April 20, 2020

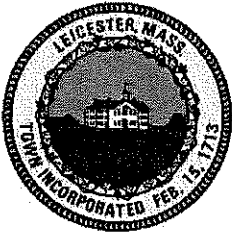
May 4, 2020

May 5, 2020 (Meeting prior to Annual Town Meeting) – 6:00pm

May 18, 2020

June 1, 2020

June 15, 2020



RESERVE FUND TRANSFER REQUEST

Date of Request 06/17/19 Department: #543 Name-Veterans Benefits

Request is hereby made of the Advisory Board of the Town of Leicester for the following transfer from the Reserve Fund in accordance with Chapter 40, Section 6 of the MGLs.

CURRENT RESERVE FUND BALANCE: \$50,000

AMOUNT OF REQUEST: \$11,000


To Line Number: 01-543-5700-0007

Current Balance: \$2,732.80

REVISED RESERVE FUND BALANCE: \$39,000

State what transfer will be used for and give reason for this emergency request:

Activity is averaging almost \$10,000 per month. This transfer will cover the budget through the end of the fiscal year.

Signature of applicant: 

Approved: _____ Disapproved: _____

Chair, Select Board - Signature _____

ADVISORY BOARD ACTION

Date of Advisory Board meeting: _____

Approved: _____ Disapproved: _____

Amount approved: _____ Account Number: _____

Chair, Advisory Board - Signature _____

Ledger History - MidLevel - Expenditure Ledger

Warrant	Block/Batch	Posted	Tran. Type	By	Beginning	Debit	Credit	Ending	
Account: 01-543-5700-007		OTHER-VETERANS BENEFITS			Summary:	0.00	104,850.38	107,583.18	2,732.80
		07/01/2018	Budget	lawrencea		0.00	85,000.00	85,000.00	
19-02A-TW	TOWN/19-02-AT	07/12/2018	Payable	messinak		9,602.10	0.00	75,397.90	
19-02A-TW	TOWN/19-02-AT	07/26/2018	Payable Reversal	messinak		0.00	901.18	76,299.08	
19-06A-TW	TOWN/19-06-AT	08/09/2018	Payable	messinak		11,149.64	0.00	65,149.44	
19-06A-TW	TOWN/19-06-AT	08/20/2018	Payable Reversal	messinak		0.00	841.00	65,990.44	
19-08A-TW	TOWN/19-08-AT	08/23/2018	Payable	messinak		1,682.00	0.00	64,308.44	
19-08A-TW	TOWN/19-08-AT	08/28/2018	Payable Reversal	messinak		0.00	841.00	65,149.44	
19-12A-TW	TOWN/19-12-AT	09/20/2018	Payable	messinak		9,255.34	0.00	55,894.10	
19-16A-TW	TOWN/19-16-AT	10/18/2018	Payable	messinak		8,542.67	0.00	47,351.43	
19-20A-TW	TOWN/19-20-AT	11/15/2018	Payable	messinak		8,059.71	0.00	39,291.72	
19-22A-TW	TOWN/19-22-AT	11/29/2018	Payable	messinak		850.03	0.00	38,441.69	
19-24A-TW	TOWN/19-24-AT	12/13/2018	Payable	messinak		13,321.02	0.00	25,120.67	
19-28B-TW	TOWN/19-28-BT	01/17/2019	Payable	messinak		6,297.46	0.00	18,823.21	
19-32A-TW	TOWN/19-32-AT	02/07/2019	Payable	messinak		9,151.43	0.00	9,671.78	
19-36A-TW	TOWN/19-36-AT	03/07/2019	Payable	lawrencea		8,015.85	0.00	1,655.93	
19-42A-TW	TOWN/19-42-AT	04/18/2019	Payable	messinak		8,497.40	0.00	-6,841.47	
		05/07/2019	Journal Entry	lawrencea		0.00	20,000.00	13,158.53	
19-46A-TW	TOWN/19-46-AT	05/16/2019	Payable	messinak		10,425.73	0.00	2,732.80	
1 Account(s) totaling:					0.00	104,850.38	107,583.18	2,732.80	



RESERVE FUND TRANSFER REQUEST

Date of Request 06/17/19 Department: **#197** Name-Town Hall Water/Sewer

Request is hereby made of the Advisory Board of the Town of Leicester for the following transfer from the Reserve Fund in accordance with Chapter 40, Section 6 of the MGLs.

CURRENT RESERVE FUND BALANCE: \$39,000

AMOUNT OF REQUEST: \$5,000

To Line Number: 01-197-5200-0006

Current Balance: \$4,556.90

REVISED RESERVE FUND BALANCE: \$34,000

State what transfer will be used for and give reason for this emergency request:

This request is a placeholder to pay for a high water/sewer bill that we are experiencing at Town Hall. We suspect that a flow device that is used to keep the sewer line from clogging is running excessively. This matter is under review with the LWSD.

Signature of applicant: _____

Approved: _____ Disapproved: _____

Chair, Select Board - Signature _____

ADVISORY BOARD ACTION

Date of Advisory Board meeting: _____

Approved: _____ *Disapproved:* _____

Amount approved: _____ *Account Number:* _____

Chair, Advisory Board - Signature _____



RESERVE FUND TRANSFER REQUEST

Date of Request 06/17/19 Department: **#197** Name-Town Hall

Request is hereby made of the Advisory Board of the Town of Leicester for the following transfer from the Reserve Fund in accordance with Chapter 40, Section 6 of the MGLs.

CURRENT RESERVE FUND BALANCE: \$34,000

AMOUNT OF REQUEST: \$20,000

To Line Number: 01-197-5200-0003

Current Balance: \$7,443.12

REVISED RESERVE FUND BALANCE: \$14,000

State what transfer will be used for and give reason for this emergency request:

This request is to replace the old fuse panels at Town Hall. We purchased the panels for the renovations on the third floor project, but ran out of funding to install the panels. This request will fund that installation.

Signature of applicant: _____

Approved: _____ Disapproved: _____

Chair, Select Board - Signature _____

ADVISORY BOARD ACTION

Date of Advisory Board meeting: _____

Approved: _____ *Disapproved:* _____

Amount approved: _____ *Account Number:* _____

Chair, Advisory Board - Signature _____



Town of Leicester

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

June 13, 2019

John Fleming, U.S. Assistant Secretary
Commerce for Economic Development
U.S. Department of Commerce
1401 Constitution Avenue, NW Suite 71014
Washington, DC 20230

Dear Mr. Fleming:

We are writing to offer our support for technical assistance funding through the U.S. Economic Development Administration (EDA) to help address ongoing issues facing the water and sewer districts in the Town of Leicester, Massachusetts.

This funding, if awarded, would support the development of a water and sewer economic infrastructure feasibility study and master plan for the community to ensure the sustainability of water and sewer resources in the Town of Leicester.

Thank you for your time and consideration of this important funding request. If we may offer any additional information in support of this initiative, please do not hesitate to contact our office.

Sincerely,

Chair, Leicester Select Board

TOWN OF LEICESTER

DATE: MAY 30TH, 2019

This Contract is entered into on, or as of, this date by and between the Town of Leicester, 3 Washburn Square, Leicester, MA 01524 (the "Town"), and

Ms. Janet King
627 Pleasant Street
Rochdale, MA

This agreement supersedes the contract dated October 4th, 2018.

1. This is a Contract for the procurement of the following:

All duties and responsibilities on behalf of the Town of Leicester pursuant to Massachusetts General Laws Chapter 129 Sections 19 through 25; Inspection of Animals. The annual inspection and inventory of domestic animals shall be completed and submitted to the State Department of Agricultural Resources in accordance with their demand.

2. The Contract price to be paid to the Contractor by the Town is:

A straight fee per call or incident as enumerated below:

3. Payment will be made as follows:

3.1 Reimbursable Costs:

A. Mileage shall be reimbursed at a flat \$75.00 per quarter. Should the Contractor prefer to be paid actual mileage at the prevailing rate established by the United States General Services Administration Annual Schedule, she may do so, but must provide a Mapquest "To" and "From" map printout for each call submitted.

B. Incidental expenses related to vehicle placards, official photo identification badge, and office supplies shall be reimbursed at the cost of the contractor not to exceed \$150.

C. Cellular Phone: The Town will reimburse the Contractor for town use of her personal cellular phone at the rate of seventy-five dollar (\$75.00) per quarter.

3.2 A fifty dollar (\$50.00) per Incident or inspection shall be paid in addition to reimbursement for section 3.1.A. for on call services related to the responsibilities and duties for the Inspection of Animals (such as quarantines) at the direction of the Town Administrator.

3.3. There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: This contract and referenced documents shall be the complete contract document.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents between the time period of October 4, 2018 and June 30, 2019, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-

discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Leicester shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed

by the Contractor. This Contract shall not be enforceable against the Town of Leicester unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Leicester shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Other Insurance Requirements

- a. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$100,000 per person, and \$200,000 per accident.
- b. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- c. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Leicester by:

The Contractor by:

David A. Genereux
Town Administrator

Signature Date

Print Name & Title

Massachusetts Community Development Block Grant Program

Budget and Program Revision Form

Community/Grantee: Town of Leicester	Original Award: \$799,535.00
Program Name/Year:	Revision #: P-number (program revision) B-number (budget revision) E-number (extensions) E-2
Grant #: CDF-G-2017-Leicester-00799	
Contract End Date: 06/30/2019	Date Revision Submitted: 06/17/2019

This request is for the following change(s). Grantee check all "Requested" that apply; DHCD will initial those that are approved in the approved column

Grantee Requested	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	DHCD Approved
	Budget Amendment to increase the grant award to <u>\$881,660.00</u>	
	Budget Revision for:	
	• Change in administrative dollars	
	• Transfer of funds from construction to non-construction or vice versa	
	• Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000	
	Program Extension (to increase period of availability of funds/period of performance) to <u>12/31/2019</u>	
X	• This extension will extend period of performance beyond the end of the term of the current grant agreement <u>See attached justification</u>	
	Program Revision for:	
	• Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served.	
	• Changes in key personnel	
	• For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award	
	• Other, specify	

This request is submitted and all relevant information specified on page 4 is provided in attachments. I understand that the revision or extension requested is not approved unless and until this form is countersigned as "approved" or "approved with revisions" by the Associate Director and returned to me.

Authorized Signature for Grantee:	Date / / Print Name & Title: Harry R. Brooks, Select Board
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Program Rep. initial and date:	Program manager signature and date:
This request # _____ is _____ approved as requested _____ approved with the modifications shown on the _____ denied following pages numbered _____.	
Authorized signature for Mass. CDBG	Sandra L. Hawes, Associate Director, DCS Print name, title, and date

Extension Justification (E-2)

An extension is requested to change the grant end date from 6/30/19 to 12/31/19. Two housing rehabilitation projects are substantially complete and another (primarily a septic project) has been designed and is awaiting approval by the Leicester Board of Health before it can be completed. A Town-owner amendment will be required. The program goal is appx. five units. Income qualification has been a challenge for the appx. two additional units, with several past applicants failing to complete income qualification or proving to have incomes that are ineligible. The Pioneer Valley Planning Commission (Leicester's subconsultant for the housing rehabilitation program) is now finalizing income qualification for two units, with an additional two being qualified in case funds allow additional work. The first two projects will move into the Town-owner contract execution phase in the next few weeks before being bid out. Additional time is requested to allow for completion of these projects.

SELECT BOARD MEETING MINUTES
JUNE 3, 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 and Assistant to the Town Administrator Kristen Forsberg were in attendance. 2nd Vice Chair Brian Green was absent.

1. SCHEDULED ITEMS

There were no scheduled items

2. PUBLIC COMMENT PERIOD

No members of the public provided comment

3. REPORTS & ANNOUNCEMENTS

a. Student Liaison Reports

Ms. Stapel provided updates from the Leicester Public Schools including:

- Primary and Memorial – No events
- Middle School - Field day, STEM field trip, Art Club field trip, Museum of Science field trip, spring concerts, grade 8 career day, 8th grade graduation and dance, Harry Potter movie premier
- High School - MCAS and final exams next week

b. Select Board Reports

The Select Board reported on the Pre-K Special Olympics last Friday, 100 year anniversary of the American Legion will include an event in Spencer on June 15th, Library soft opening moved to June 11th, Church Street bridge construction begins next Monday, good luck to the girls softball team, Town Election Tuesday, June 11th, Deja New open on Saturdays, watch your children near water, 75th anniversary of D-Day on Friday and thanks to Brian Green for his service on the Select Board.

c. Town Administrator Report

The Town Administrator presented highlights from his written report including the water issues at the Fire Station, the RFP back out for Hillcrest, bids for roofing, carpentry and the basketball court, the Church St bridge project, the Chief and Lieutenant Assessment Center RFP, the EDA grant for a water and sewer district study and MassDOT paving on Route 9.

4. RESIGNATIONS & APPOINTMENTS

a. Appointment – Student Liaison – Jacob Stolberg

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to appoint Jacob Stolberg as a Student Liaison to the Select Board. The motion carried 4:0:0.

b. Appointment – Highway Temp Summer Laborer – Benjamin Carlson

c. Appointment – Highway Temp Summer Laborer - Antranic Bahnan

A motion was made by Mr. Brooks and seconded by Ms. Wilson to appoint Benjamin Carlson and Antranic Bahnan to the position of highway temporary summer laborer. The motion carried 4:0:0.

d. **Appointment – Memorial School Disposition Subcommittee – Select Board Position**

A motion was made by Mr. Antanavica and seconded by Mr. Brooks to appoint Dianna Provencher to the Middle School Disposition Subcommittee. The motion carried 3:1:0 (Ms. Wilson was opposed).

e. **Appointment – Kevin Ouelette – 2nd Alternate Inspector**

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to appoint Kevin Ouelette as 2nd Alternate Plumbing/Gas Inspector. The motion carried 4:0:0.

f. **FY20 Reappointments**

This item was moved to the June 17th agenda

5. OTHER BUSINESS

a. **Right of First Refusal – Chapel and Mulberry Street 61A Conversion Request**

A motion was made by Ms. Wilson and seconded Mr. Antanavica to waive the right of first refusal for the Chapel and Mulberry Street parcels. The motion carried 3:0:1 (Mr. Brooks abstained).

b. **Contract – General Carpentry Services – Quality Contracting, Inc.**

A motion was made by Ms. Wilson and seconded by Mr. Brooks to sign the contract with Quality Contracting Inc. for general carpentry services. The motion carried 3:1:0 (Mr. Antanavica was opposed).

c. **Discuss Roofing, Assessment Center and Basketball Court Bids**

This item was previously discussed as part of the Town Administrator's report.

d. **2019 Chapter 90 Work**

Highway Superintendent Griffin discussed the proposed summer Chapter 90 work and the materials bids for FY20. A motion was made by Ms. Wilson and seconded by Mr. Brooks to award the FY20 materials bids as presented. The motion carried 4:0:0.

e. **Authorize Town Administrator to Apply for MASBO Credit Card**

A motion was made by Mr. Brooks and seconded by Ms. Wilson to authorize the Town Administrator to apply for a MASBO credit card with a credit line of up to \$10,000. The motion carried 4:0:0.

f. **Constellation Energy Agreement**

Mr. Genereux discussed the agreement signed with Constellation to lock in the lowest rate possible at 0.08550. A motion was made by Ms. Wilson and seconded by Mr. Antanavica to authorize the Town Administrator to sign the 36-month contract with Constellation Energy. The motion carried 4:0:0.

g. **Disposition of Library Furniture, Fixtures and Equipment**

This item was passed over

6. MINUTES

a. **May 20, 2019**

b. **May 23, 2019**

A motion was made by Ms. Wilson and seconded by Mr. Brooks to approve the minutes of May 20, 2019 and May 23, 2019. The motion carried 4:0:0.

7. EXECUTIVE SESSION, MGL CHAPTER 30A, SECTION 21A

- a. **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).**
- b. **Executive Session Minutes**

A motion was made by Ms. Wilson and seconded by Mr. Brooks to enter into executive session at 7:38pm under Mass General Law Chapter 30A, Section 21A, Exceptions 3 and 7, to 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) 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 Ms. Wilson and seconded by Mr. Antanavica at 8:09pm. The motion carried 4:0:0.