



# PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

**ORGANIZATION:** Select Board

**MEETING:** X

**PUBLIC HEARING:**

**DATE:** July 15, 2019

**TIME:** 6:30pm

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

**REQUESTED BY:** Kristen L. Forsberg

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

## CALL TO ORDER/OPENING

### 1. SCHEDULED ITEMS

- a. 6:30pm – Public Hearing – Pole/Underground Facilities Petitions – Huntoon Memorial Highway
- b. 6:45pm – Memorial School Disposition Subcommittee Appointments
- c. 7:00pm – Executive Session, MGL Chapter 30A, Section 21A
  - Exception 2 – Strategy sessions in preparation for negotiations with nonunion personnel – Animal Control Officer & Building Inspector
  - Executive Session Minutes

### 2. PUBLIC COMMENT PERIOD

### 3. REPORTS & ANNOUNCEMENTS

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

### 4. RESIGNATIONS & APPOINTMENTS

- a. [Rescind FY20 Appointment – Mary Moore – Zoning Board of Appeals](#)
- b. [Appointment – Arts Council \(3 years\) – Dianne Lennerton, Chip Leis](#)
- c. [Appointment – Arts Council \(ex-officio\) – Christine Swanson](#)
- d. [Appointment – Highway Truck Driver/Laborer – William Burt](#)
- e. [FY20 Reappointments](#)
- f. [Application - EDC – Andrew Joyce](#)

### 5. OTHER BUSINESS

- a. [Establish Donation Account and Accept Donation – 1 Paxton Street](#)
- b. [Town Administrator Vacation Carryover Request – 41 hours](#)
- c. [FY20 Select Board Meeting Dates](#)
- d. [Motor Vehicle Repair License Transfer of Ownership – Davis Auto – 1655 Main Street](#)
- e. [PILOT Agreement - Antanavica Solar – 9 McNeil Highway](#)
- f. [Contract – Animal Control Officer – Patricia Dykas](#)
- g. [Contract – Building Inspector – Jeff Taylor](#)
- h. [Contract – WF Lynch Inc. – Plumbing Services](#)
- i. [Contract – Renaud Electric Year 2 – Electrical Services](#)

- j. [Contract – Renaud HVAC Year 2 – HVAC Services](#)
- k. [Grant Application & Letter of Support – Waite Pond Dam – State Dam and Seawall Grant Program](#)
- l. [Letter of Support - Library Crosswalk Request](#)
- m. Warrant Signature Discussion
- n. [FY20 Town Administrator Goals](#)
- o. [Annual Licensing Inspection Discussion](#)

**6. MINUTES**

- a. [June 17, 2019](#)
- b. [June 27, 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](http://www.leicesterma.org)

June 19, 2019

Telegram & Gazette  
20 Franklin St  
Worcester, MA 01608

Attn: Legal Advertising Department

Please place the following legal advertisement in the next available date of publication for one day only. Forward tear sheet and invoice to the address listed below. Thank you.

Kristen L. Forsberg  
**LEICESTER BOARD OF SELECTMEN ACCOUNT**  
3 Washburn Square  
Leicester MA 01524  
[forsbergk@leicesterma.org](mailto:forsbergk@leicesterma.org)

**Public Hearing Notice**  
**Petition for Joint Pole Locations and Underground Facilities**  
**Huntoon Memorial Highway**

The Leicester Select Board will hold a public hearing to consider a National Grid/Verizon Petition for Joint Pole Locations and a National Grid Petition for Installation of Underground Facilities near 18 Huntoon Memorial Highway at its meeting on July 15, 2019. The hearing will be held at 6:30p.m. in the Select Board Conference Room, Lower Level, 3 Washburn Square, Leicester, MA 01524. Resident are welcome to attend and speak to this matter or forward their comments in writing to the above listed address no later than Monday, July 15, 2019, at noon. Contact the Town Administrator's Office at 508-892-7077 with any questions.



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

June 19, 2019

**Public Hearing Notice**

**Petition for Joint Pole Locations and Underground Facilities  
Huntoon Memorial Highway**

**July 15, 2019 at 6:30pm**

Dear Abutter:

The Leicester Select Board will consider the enclosed National Grid/Verizon Petition for Joint Pole Locations and the enclosed National Grid Petition for Installation of Underground Facilities near 18 Huntoon Memorial Highway at its meeting on July 15, 2019. The public hearing will be held at 6:30pm. in the Select Board Conference Room, Lower Level, 3 Washburn Square, Leicester, MA 01524.

You are receiving this notice because you are an abutter to the proposed location. You are welcome to attend and speak to this matter or forward your comments in writing to our office at the above listed address no later than **Monday, July 15, 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

## Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
37A B8.1 0	22 HUNTOON MEMORIAL HW	① 18 HUNTOON HIGHWAY LLC		19 FAIRVIEW DR	LEICESTER	MA	01524
37A B8.12 0	14 HUNTOON MEMORIAL HW	② DICENTES JAMES P		1 GOLDEN ROAD	LEICESTER	MA	01524
37A C3 0	PLEASANT ST	③ LECLAIR MICHAEL T	LECLAIR CAROL A	3 VICTOR AVE	LEICESTER	MA	01524
37A C4 0	3 VICTOR AV	③ LECLAIR MICHAEL T	LECLAIR CAROL A	3 VICTOR AVE	LEICESTER	MA	01524
39 B1 0	HUNTOON MEMORIAL HW	DICENTES JAMES		1 GOLDEN ROAD	LEICESTER	MA	01524
39 B1.15 0	5 HUNTOON MEMORIAL HW	DICENTES JAMES		1 GOLDEN ROAD	LEICESTER	MA	01524
39 B1.16 0	39 KING ST	④ STUART LAURA A		10 BUTEAU ROAD	SPENCER	MA	01562

*End of Report*

Above is a certified list of direct abutters including abutters across the street for the purpose to excavate the public highway and to run and maintain underground electric conduits and to erect poles.

Subject property: Huntoon Memorial Highway

Questions contact - Steve Soucy 508-860-6394

**PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS**

North Andover, Massachusetts

To the Board of Selectmen  
Of Leicester, Massachusetts

NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Huntoon Memorial Highway - National Grid to install 1 JO Pole on Huntoon Memorial Highway beginning at a point approximately 280 feet north of the centerline of the intersection of King Road and Huntoon Memorial Highway and continuing approximately 56 feet in a northern direction. National Grid to install pole 5-50 with anchor and down guy approximately 56 feet north of existing pole 5 in the street right of way, in front of 18 Huntoon Memorial Highway.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked - Huntoon Memorial Highway - Leicester - Massachusetts.

No. 26792899 May 31, 2019

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NATIONAL GRID

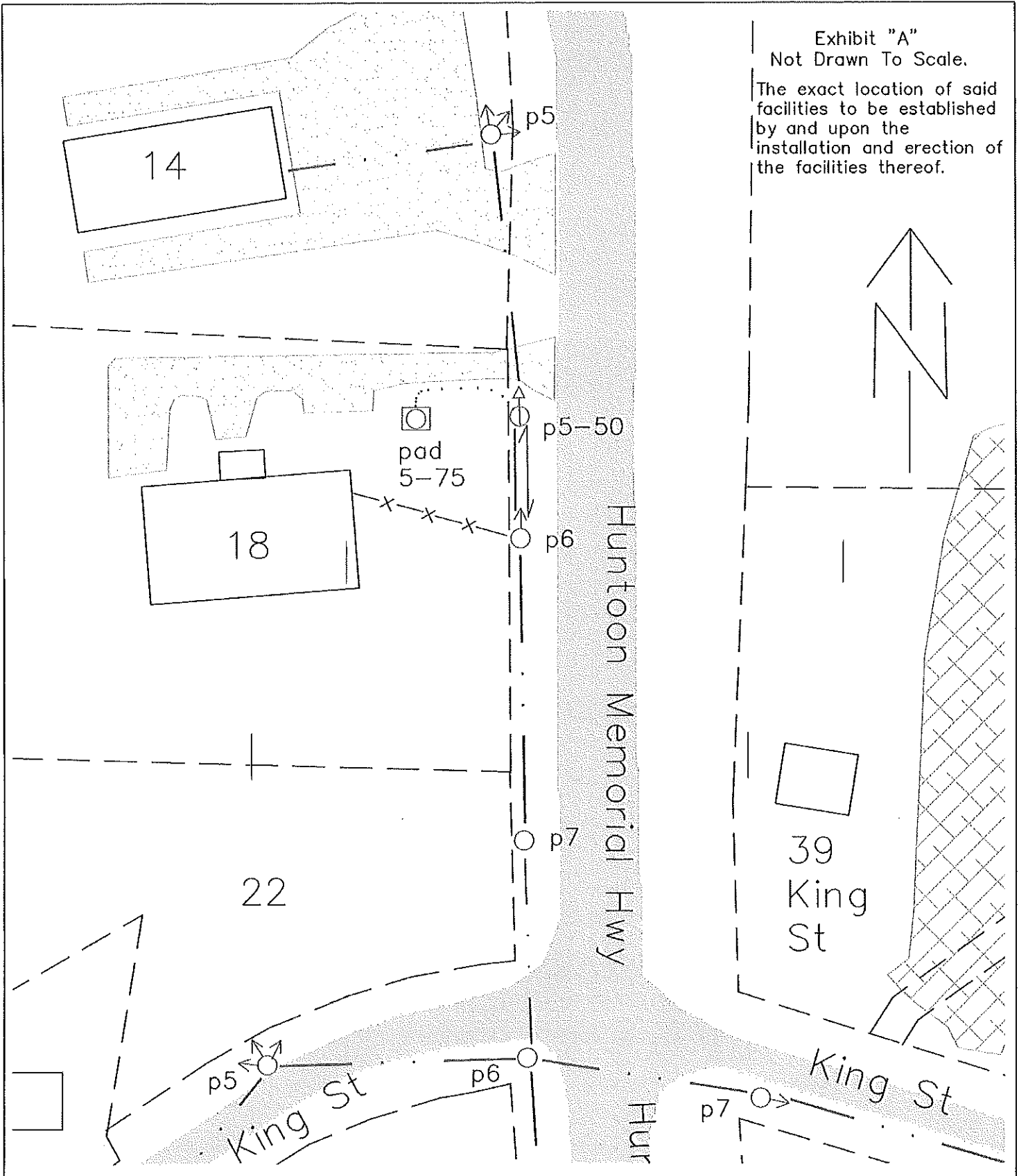
BY Pat Cody  
Engineering Department

VERIZON NEW ENGLAND, INC.

BY [Signature]  
Manager / Right of Way

Exhibit "A"  
Not Drawn To Scale.

The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.



LEGEND

○ EXISTING JOINTLY OWNED POLE	--- LOT LINE, STREET BOUNDARIES
→ EXISTING JO ANCHOR & GUY	--- EXISTING OVERHEAD WIRES
① PROPOSED JO POLE	..... PROPOSED UNDERGROUND WIRES
⚡ PROPOSED JO ANCHOR & GUY	--- PROPOSED OVERHEAD WIRES
⊗ NEW UG TRANSFORMER & PAD	--- STREET PAVEMENT
WETLANDS	---X-X- OH WIRES TO BE REMOVED
BUILDING	--- DRIVEWAY

Petition Sketch To Install Pole 5-50 & Anchor, & Wires In The Public Way At 18 Huntoon Memorial Hwy Leicester, MA.

Date: 05/31/2019

Designer: S.W. Soucy

Work Request:

Work Req# 26792899

**nationalgrid**

WGRFD

**ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS**

To the Board of Selectmen - Leicester, Massachusetts

Notice having been given and public hearing held, as provided by law,  
IT IS HEREBY ORDERED:

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 31st day of May, 2019.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Huntoon Memorial Highway - Leicester - Massachusetts. No. 26792899 Dated May 31, 2019. Filed with this order

There may be attached to said poles by NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Huntoon Memorial Highway - National Grid to install 1 JO Pole on Huntoon Memorial Highway beginning at a point approximately 280 feet north of the centerline of the intersection of King Road and Huntoon Memorial Highway and continuing approximately 56 feet in a northern direction. National Grid to install pole 5-50 with anchor and down guy approximately 56 feet north of existing pole 5 in the street right of way, in front of 18 Huntoon Memorial Highway.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the  
of the City/Town of \_\_\_\_\_, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Massachusetts City/Town Clerk. 20\_\_

Received and entered in the records of location orders of the City/Town of  
Book \_\_\_\_\_ Page \_\_\_\_\_



Attest:  
City/Town Clerk

I hereby certify that on \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ o'clock, M  
at \_\_\_\_\_ a public hearing was held on the petition of  
NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and  
that we mailed at least seven days before said hearing a written notice of the time and place of said  
hearing to each of the owners of real estate (as determined by the last preceding assessment for  
taxation) along the ways or parts of ways upon which the Company is permitted to erect  
poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....  
.....  
.....  
.....  
.....  
| Board or Council of Town or City, Massachusetts |

#### CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of  
hearing with notice adopted by the \_\_\_\_\_ of the City of \_\_\_\_\_  
Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and recorded with the  
records of location orders of the said City, Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy  
is made under the provisions of Chapter 166 of General Laws and any additions thereto or  
amendments thereof.

Attest:  
City/Town Clerk

Questions contact – Steve Soucy 508-860-6394

Petition of the NATIONAL GRID  
OF NORTH ANDOVER, MASSACHUSETTS  
For Electric conduit Location:

To the Board of Selectmen of Leicester, Massachusetts

Respectfully represents the NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Huntoon Memorial Highway – Leicester – Massachusetts.

The following are the streets and highways referred to: Plan number # 26792899

Huntoon Memorial Highway - National Grid to install a steel underground riser and spare sweep on new pole 5-50; and install two, 4 inch diameter, concrete-encased underground conduits wires from new pole 5-50, across 10-15 feet of the public way though to private property of 18 Huntoon Memorial Highway.

Location approximately as shown on plan attached

NATIONAL GRID

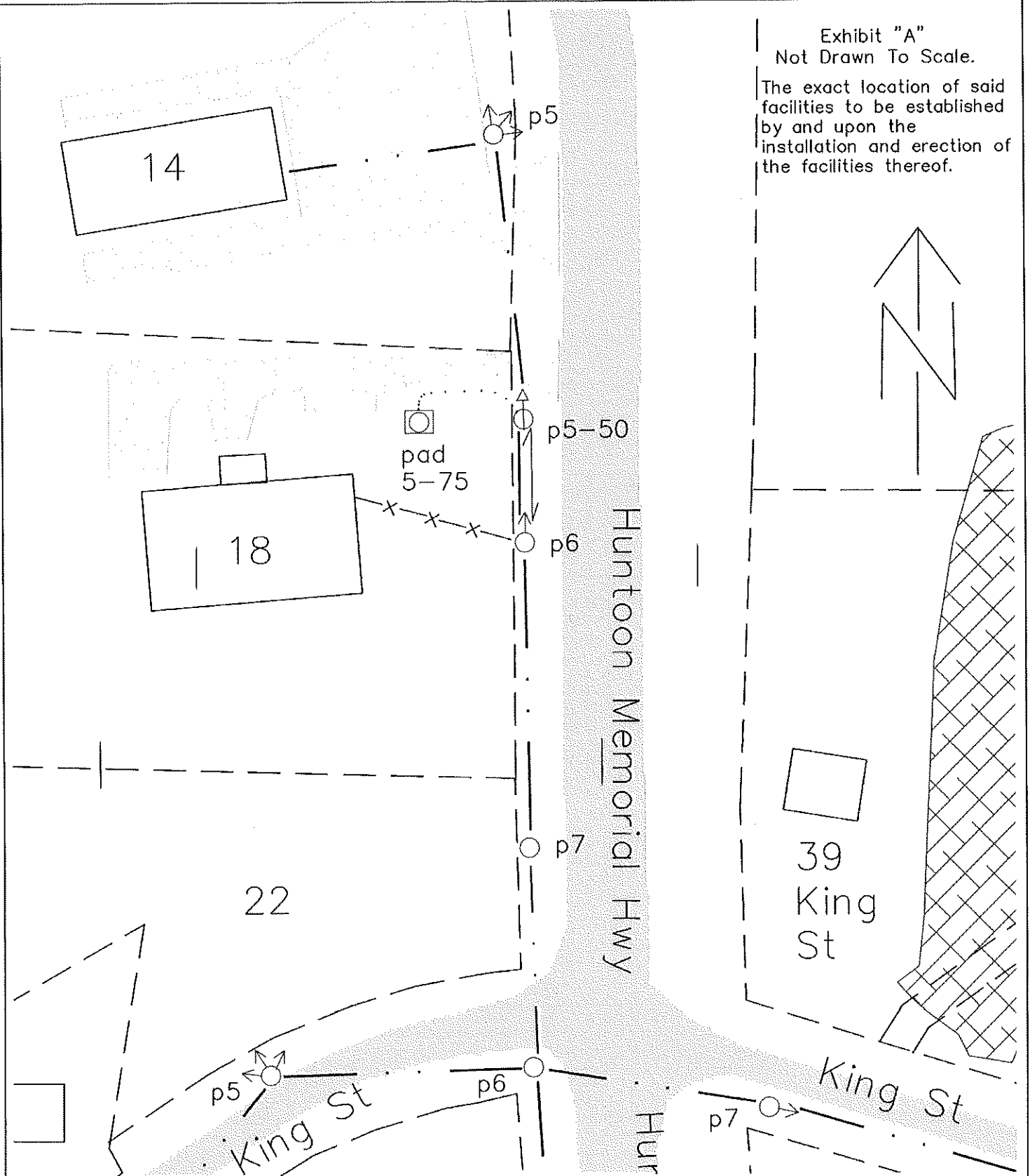
BY \_\_\_\_\_  
Engineering Department

*Pat Cody*

Dated: May 31, 2019

Exhibit "A"  
Not Drawn To Scale.

The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.



LEGEND

- |                               |                                  |
|-------------------------------|----------------------------------|
| ○ EXISTING JOINTLY OWNED POLE | — LOT LINE, STREET BOUNDARIES    |
| → EXISTING JO ANCHOR & GUY    | — EXISTING OVERHEAD WIRES        |
| ⊙ PROPOSED JO POLE            | ..... PROPOSED UNDERGROUND WIRES |
| △ PROPOSED JO ANCHOR & GUY    | — PROPOSED OVERHEAD WIRES        |
| ⊠ NEW UG TRANSFORMER & PAD    | — STREET PAVEMENT                |
| ▨ WETLANDS                    | -X-X- OH WIRES TO BE REMOVED     |
| □ BUILDING                    | ..... DRIVEWAY                   |

Petition Sketch To Install Pole 5-50 & Anchor, & Wires In The Public Way At 18 Huntoon Memorial Hwy Leicester, MA.

Date: 05/31/2019

Designer: S.W. Soucy

Work Request:

Work Req# 26792899

**nationalgrid**

Leicester

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 31<sup>st</sup> day of May, 2019.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Huntoon Memorial Highway – Leicester – Massachusetts. Plan number # 26792899.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Huntoon Memorial Highway - National Grid to install a steel underground riser and spare sweep on new pole 5-50; and install two, 4 inch diameter, concrete-encased underground conduits wires from new pole 5-50, across 10-15 feet of the public way though private property of 18 Huntoon Memorial Highway.

I hereby certify that the foregoing order was adopted at a meeting of the .....  
....., held on the ..... day of ....., 20 .....

....., 20 .....

Received and entered in the records of location orders of the City/Town of  
Book ..... Page .....

Attest:

.....

..... hereby certify that on .....20....., at ..... o'clock, ....M  
at ....., a public hearing was held on the petition of  
NATIONAL GRID for permission to construct the underground electric conduits described in the  
order herewith recorded, and that I mailed at least seven days before said hearing a written notice  
of the time and place of said hearing to each of the owners of real estate (as determined by the last  
preceding assessment for taxation) along the ways or parts of ways upon which the Company is  
permitted to construct the underground electric conduits under said order. And that thereupon said  
order was duly adopted.

.....

## **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 – Andrew Kularski
  - d. Finance Advisory Board Representative – TBD
  - e. Three (3) at large members

### **At-Large Applications Received (Select 3)\***

Kevin Bastien

Patricia Faron

Brian Green

Adam Menard (applied after 6/12 deadline – see enclosed letter)

Robert Mercer (attended 6/17 meeting)

Allen Phillips (attended 6/17 meeting)

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: 55 King st. 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
 <small>Key: cb5a1d93b8d06a9db6e2b633bf6e28ca</small>		05/29/2019
<b>Signature of Applicant</b>		<b>Date</b>

*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 Elizabeth A. Farson HOME TEL. 92 - 7  
ADDRESS: 240 Pleasant WORK TEL. retired  
Rosewater A

EMAIL ADDRESS: Are you a  
citizen? ☒ Yes

☐ No

Are you a registered voter? ☒ Yes

☐ No

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

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

*✓ Memorial School Disposition Committee*

### 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

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 Brian Green HOME TEL. \_\_\_\_\_

ADDRESS: 314 Pleasant St Leicester 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.

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

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

Position/Activity	Date(s)	City or Town
_____	_____	_____
_____	_____	_____
_____	_____	_____
<div style="border: 1px solid black; padding: 5px; display: inline-block;">eSigned via SeamlessDocs.com <i>Brian Green</i> <small>Key: cb5a1d93b8d06a9db6e2b633bf6e28ca</small></div>		06/11/2019
<b>Signature of Applicant</b>		<b>Date</b>

*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 Adam Menard HOME TEL. \_\_\_\_\_

ADDRESS: 7 Harberton Dr 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

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

Masters Degree Public Administration- Clark University

(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.*

amenard@town.auburn.ma.us

Town Planner-Town of Auburn

Associate Planner-CMRPC

Various private sector experience

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

It is important that all consideration be given to potential uses of Memorial School.

All longterm applications and considerations of the school must be thoughtfully planned

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

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

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


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

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

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

<b>Position/Activity</b>	<b>Date(s)</b>	<b>City or Town</b>
Conservation Commission	2009-2011	Leicester
Planning Board	2013-2016	Leicester
Economic Development	2017-present	Leicester

 <small>Key: cb5a1d93b8d06a9db6e2b633bf6e28ca</small>	06/24/2019
<b>Signature of Applicant</b>	<b>Date</b>

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

July 8, 2019

To: Sandy Wilson Chairwoman,

Select Board

From: Adam Menard

Re: Memorial School Disposition Committee

I am unable to attend tonight's meeting due to a prior work commitment. Please accept this letter as my statement and willingness to serve on the Memorial School Disposition Committee.

I was excited to learn that a committee is to be formed to decide what is to be done with the Memorial School. Thoughtful decisions will need to be made and all options should be considered when determining the eventual outcome of this facility. As you can see from my application, I have an interest to serve on this committee as one of the at large representatives. For many years, I have served on various committees in Leicester and have always kept an open mind and a willingness to listen, learn and express my thoughts in a well-informed manner.

My experience currently as Auburn's Town Planner and previous position as a planner for the Central Mass. Regional Planning Commission will provide the committee a unique voice and perspective. These positions have taught me the value of long range planning and careful consideration of all possible options. There will be lasting impacts no matter how Memorial School is eventually used.

Thank you for your consideration.



Adam Menard  
7 Harberton Drive  
Leicester, MA 01524



## 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: 65 Crystal St Leicester. 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 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)**

<b>Position/Activity</b>	<b>Date(s)</b>	<b>City or Town</b>
Finance Board		Leicester
Little League President		Leicester
 <small>Key: cb5a1d93b8d06a9db6e2b633bfe28ca</small>		05/29/2019
<b>Signature of Applicant</b>		<b>Date</b>

*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: 35 Waite St, 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 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)**

<b>Position/Activity</b>	<b>Date(s)</b>	<b>City or Town</b>
Selectman-10 years	2002-2012	West Boylston
Townwide planning 6 years	2004-2010	West Boylston
Deputy EMD 18years	2001-2019	West Boylston
 <small>Key: cb5a1d93bd06a9db6e2b633bfe28ca</small>		05/31/2019
<b>Signature of Applicant</b>		<b>Date</b>

*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: 97 McCarthy Avenue 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: cb5a1d93b8d06a9db6e2b633b6e28ca</small>		06/05/2019
<b>Signature of Applicant</b>		<b>Date</b>

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

### **Proposed Executive Session Motion**

#### **Board Member 1**

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

Exception #2 Conduct strategy sessions in preparation for negotiations with nonunion personnel

The Board will reconvene in open session at the conclusion of executive session

#### **Board Member 2**

Second

#### **Chairperson**

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

#### **VOTE BY ROLL CALL**



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

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

July 10, 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 July 10, 2019.

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

- ☐ Spoke with potential business owner regarding the Rte. 9 resurfacing project

**Meetings:**

- ☐ Attended meeting with CVRSD and Aquarion regarding potential privatization of water/sewer districts. Anticipate that this will be part of the district wide study.
- ☐ Attended Capital Improvement Committee meeting.
- ☐ Attended two Middle School Building Committee meetings.
- ☐ Held department head meeting
- ☐ Met with National Grid regarding gas hookups to town schools and Becker

**Activities:**

- ☐ The Church Street Bridge project is continuing
- ☐ Now working with insurance regarding multiple accidents on the Auburn Street Bridge.
- ☐ Submitted work on the EDA grant application for the water/sewer district study
- ☐ Completed a dam and seawalls grant application for the Waite Pond Dam.
- ☐ Continued negotiation with BSI on fire station lawsuit
- ☐ Analyzed the Hillcrest proposal submissions to insure that they were complete
- ☐ Obtained a quote for an updated ADA study at Town Hall
- ☐ Assembled a panel to review the highway department applications and make recommendations for hire to the Board to ensure transparency

Please feel free to contact me with any questions or concerns

To whom it may concern:

6/24/2019

I was told this weekend unofficially that I was reappointed to the Zoning Board of Appeals. It was not my intent to reapply and was told by the Town Clerk's office that my term was up the last day of June 2019. I would have liked it as a non-reappoint more than a resignation but if it needs to be, I Mary E Moore resign from the Zoning Board of Appeals on June 30, 2019.

I was going to attend Wednesday s hearing and bring a friend that may be interested in applying for the board. I still plan to but if I should not be seated on the Board please let me know I will take a seat in the audience.

Respectfully,

Mary E. Moore

A handwritten signature in black ink that reads "Mary E. Moore". The signature is written in a cursive style with a large, stylized "M" and "E".

Leicester Arts Council  
Town Hall  
3 Washburn Square  
Leicester, Massachusetts 01524-1333



July 1, 2019

Leicester Board of Selectmen  
Town Hall  
Washburn Square  
Leicester, MA 01524

Dear Selectmen,

The Leicester Arts Council would like to request that Dianne Lennerton be allowed to continue with the Leicester Arts Council for another three year term as of September 29th. We appreciate her commitment and her willingness to serve our community once more.

Sincerely,

Sharon Nist



Leicester Arts Council  
Town Hall  
3 Washburn Square  
Leicester, Massachusetts 01524-1333



July 1, 2019

Leicester Board of Selectmen  
Town Hall  
Washburn Square  
Leicester, MA 01524

Dear Selectmen,

The Leicester Arts Council would like to request that Chip Leis be allowed to continue with the Leicester Arts Council for another three year term as of September 29th. We appreciate her commitment and his willingness to serve our community once more.

Sincerely,

Sharon Nist

Leicester Arts Council  
Town Hall  
3 Washburn Square  
Leicester, Massachusetts 01524-1333



July 1, 2019

Leicester Board of Selectmen  
Town Hall  
Washburn Square  
Leicester, MA 01524

Dear Selectmen,

The Leicester Arts Council would like to request that Christine Swanson be allowed to continue with the Leicester Arts Council in an ex-officio capacity until June 30, 2020. We appreciate her commitment and her willingness to serve our community once more.

Sincerely,

Sharon Nist



# Leicester Police Department

90 South Main Street  
Leicester, MA 01524

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



**Chief**

**Kenneth M. Antanavica**

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

Emergency: 911

Non-Emergency: 508-892-7009

Non-Emergency: 508-892-7010

Fax: 508-892-7012

Date: July 11, 2019

To: Mr. David Genereux, Town Administrator

Select Board, Town of Leicester

From: Kenneth Antanavica, Chief of Police

Re: **Recommendation for Conditional Offer of Employment – Highway Department Truck Driver/Laborer**

On July 10, 2019 the LPD assisted with employment related interviews for the Highway Department Truck Driver/Laborer position. The interview panel was comprised of three (3) members; William Coyle P.E. (Town of Auburn DPW Director/ Town Engineer), Brian Knott (Town of Leicester Highway Department Foreman) and John Shocik (Town of Leicester Select Board member).

Each interviewer was provided a copy of each applicant's application and resume one day prior to the interviews and at the time of the interview process each was provided a standardized set of questions along with a Grade Rubric Scoring Guide (attached).

There were initially five (5) candidates scheduled with one (1) dropping out the morning of the interview.

I read a statement of process (attached) to the interviewers and interviewees before proceeding with any interviews. Each candidate had the potential to score 150 points total during the interview. The numerical results of the interviews are as follows in descending order:

Mr. Burt scored 45.5, 47 and 35 for a total of 127.5

Mr. Parker scored 38, 30 and 29 for a total of 97

Mr. Daigle scored 41.5, 24 and 28 for a total of 93.5

Mr. Burdett scored 33.5, 22 and 26 for a total of 81.5

After the panelist rated each applicant, they totaled the numerical scores followed by a discussion regarding the applicants. The panel agreed that the applicants scores and rankings were appropriate with Mr. Burt ranked first, Mr. Parker ranked second, Mr. Daigle ranked third, and Mr. Burdett ranked fourth.

Respectfully Submitted by:

Chief Kenneth M Antanavica



# Leicester Massachusetts

Published on *Leicester MA* (<https://www.leicesterma.org>)

[Home](#) > Highway Truck Driver/Laborer Position

## Highway Truck Driver/Laborer Position

The Town of Leicester Highway Department is looking to hire a motivated and enthusiastic individual to fill the position of truck driver/laborer. This is a 40 hour per week, benefited position. Applicants are required to have an up to date Class B license with airbrake endorsement and the ability to perform physical tasks including lifting up to 94 pounds manually. Salary range is \$22.72 to \$23.16 per hour, depending on qualifications. Applications are available at the Office of the Town Administrator, 3 Washburn Square – 3rd Floor, Leicester MA 01524 M-Th between 8am and 5pm or can be completed online at [www.leicesterma.org](http://www.leicesterma.org) by clicking on the "Job Opportunities" link from the homepage then selecting "Employment Application". Please note the Town Hall is closed on Fridays. Applications will be accepted until 5pm on Monday, July 8, 2019. The Town of Leicester is an equal opportunity employer.

**Source URL:** [https://www.leicesterma.org/home/news/highway-truck-driverlaborer-position?fbclid=IwAR1g5Ud4XNJb687ICI\\_7pbRsr5YV6GQijQ3utD0CPksnGPXYgl2dJ1KXRw4](https://www.leicesterma.org/home/news/highway-truck-driverlaborer-position?fbclid=IwAR1g5Ud4XNJb687ICI_7pbRsr5YV6GQijQ3utD0CPksnGPXYgl2dJ1KXRw4)

## FOR THE INTERVIEWERS

Today your charge is to fairly and impartially rate five candidates for the truck driver/ Laborer for the Leicester Highway Department. You are all what I consider fair minded tax paying residents of Leicester who will choose the best candidate to serve this great community. First you will rate your immediate impression of each candidate. I will let you know if they were punctual. Please only consider the answers to the specific questions. Each of you will ask 3 questions but you will rate all nine of the questions asked. Please produce your scores according to the scoring guide we have prepared for you and please score independently. Keep in mind that if a candidate does not prevail in this round the town may consider the runner ups for future employment.

## FOR THE INTERVIEWEES

Introduction:

William A. Coyle, P.E.  
Town of Auburn, DPW Director/Town Engineer

Brian Knott  
Town of Leicester Highway Department Foreman

John Shocik  
Town of Leicester Selectboard member

THESE INTERVIEWS ARE BEING AUDIO AND VIDEO RECORDED.

All candidates will be asked a series of questions (9 in total). Each candidate will be asked the same questions. You will be numerically rated by your interviewers on your answers and at the end your scores will be tallied and reported to the town administrator. Keep in mind that if you do not prevail in this round the town may consider the runner ups for future employment opportunities.

Do you have any questions, if not we will begin.

**Highway Truck Driver/Laborer Interviews**

*Wednesday, July 10th*

*Leicester Police Department Conference Room*

1:30pm Interview Panel Convenes in the PD Conference Room

*Arrival Time*

2:00pm Mark Burdett – 508-259-9024 -1348

2:45pm William Burt – 508-450-3414 -1435

3:30pm Matthew Parker – 774-696-3283 -1518

4:15pm-5:00pm Nickolas Daigle – 774-239-4200 -1628

*\*Nickolas was originally scheduled for a 5pm interview. Due to a cancellation, we asked if he could come in at 4:15pm. He was not sure he could make it for 4:15pm exactly, but will arrive as soon as he can get out of work.*



# Leicester Highway Department



## Scoring Guide

The Leicester Police Department has chosen the following standardized grading rubric for use during this interview process.

### Grading Rubric

**1 (Poor)      2 (Below Average)      3 (Average)      4 (Good)      5 (Excellent)**

Here is an overview of what each score represents when evaluating the candidate's answer to a question that has been asked during the oral board interview:

**1 (Poor)** – The candidate failed to answer the question. The candidate lacked any substantive knowledge of the subject matter that was requested by the question.

**2 (Below Average)** – The candidate answered a portion of the question. The candidate had little, if any, information on the subject matter that was requested by the question.

**3 (Average)** – The candidate answered the question. The candidate illustrated a basic knowledge of the subject matter requested by the questions. An average rating would be for the level of knowledge that we would expect a professional police officer to possess on a daily basis in order to adequately perform his/her duties.

**4 (Good)** – The candidate answered the question more than adequately. The candidate answered the question in a manner that indicated an above average knowledge on the subject matter that was requested by the question.

**5 (Excellent)** – The candidate answered the question in a manner showing command of the topic. The candidate provided a superior answer showing a complete knowledge of the subject matter.

Panelists may also award partial points when evaluating a candidate's answer. If you feel that a candidate's answer is above "average" but below "good" you can award a score in between a 3 and a 4 (i.e. 3.5 etc.).

**Recording the Score:** Each question is followed by a standardize scoring sheet for panelists to record the score which they have awarded to the candidate's response to the question. You should mark your

numerical score using the scoring line. There is also additional space for you to make notes pertaining to why the score was awarded. A copy is shown below.

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: \_\_\_\_\_

**Leicester Highway Department  
Truck Driver/ Laborer Interview  
Answer Overview**

**Candidate** \_\_\_\_\_ **Interviewer** \_\_\_\_\_

**Grading Rubric: 1 (Poor) 2 (Below Average) 3 (Average) 4 (Good) 5 (Excellent)**

Immediate impression of the candidate. (appearance, poise, personality, punctuality, etc.)

**1 ----- 2 ----- 3 ----- 4 ----- 5**

1. Have you read the job description? Do you meet the requirements? Please tell us about yourself and any additional qualifications you would bring to the Leicester Highway department team.

**1 ----- 2 ----- 3 ----- 4 ----- 5**

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. What is the accomplishment that you are most proud of at your current employer?

**1 ----- 2 ----- 3 ----- 4 ----- 5**

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



3. What experience do you have plowing? Have you operated large trucks, wing plows and loaders?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. How do you think someone that knows you well would describe you?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. What experience do you have with drainage repairs, roadway repairs and general hosting and excavating?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Do you work well under pressure? How do you handle conflicts both internally and with the general public?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. During the winter season the hours are long and vary with the weather. You will be called in to plow & sand, also must be available for emergency recall. What is your availability?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Tell us about any experience you have with hydraulics, operating light and heavy equipment?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Do you have any problems with the town doing CORI/SORI checks, driver history checks and drug testing? Have you had any of these preformed in the past?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Interviewer: \_\_\_\_\_

Score: \_\_\_\_\_

**Leicester Highway Department  
Truck Driver/ Laborer Interview  
Answer Overview**

Candidate Mark Burdett Interviewer Brian Knott

Grading Rubric: 1 (Poor) 2 (Below Average) 3 (Average) 4 (Good) 5 (Excellent)

Immediate impression of the candidate. (appearance, poise, personality, punctuality, etc.)

1 ----- 2 ----- 3 ----- 4 ----- 5  
② - shirt & sneakers

1. Have you read the job description? Do you meet the requirements? Please tell us about yourself and any additional qualifications you would bring to the Leicester Highway department team.

1 ----- 2 ----- 3 ----- 4 ----- 5  
②

Notes: flowing 1 ton

2. What is the accomplishment that you are most proud of at your current employer?

1 ----- 2 ----- 3 ----- 4 ----- 5  
③

Notes: job work ethics, Worked @ 1 place for long time

3. What experience do you have plowing? Have you operated large trucks, wing plows and loaders?

~~1~~ ----- ② ----- 3 ----- ~~4~~ ----- 5

Notes: Bobcat. 1-ton

4. How do you think someone that knows you well would describe you?

1 ----- 2 ----- ③ ----- 4 ----- 5

Notes:

honest / happy

5. What experience do you have with drainage repairs, roadway repairs and general hosting and excavating?

① ----- 2 ----- 3 ----- 4 ----- 5

Notes: None

6. Do you work well under pressure? How do you handle conflicts both internally and with the general public?

1 ----- ② ----- 3 ----- 4 ----- 5

Notes: "Customer always right"

7. During the winter season the hours are long and vary with the weather. You will be called in to plow & sand, also must be available for emergency recall. What is your availability?

1 ----- 2 ----- ③ ----- 4 ----- 5

Notes: Any time

8. Tell us about any experience you have with hydraulics, operating light and heavy equipment?

① ----- 2 ----- 3 ----- 4 ----- 5

Notes: None

9. Do you have any problems with the town doing CORI/SORI checks, driver history checks and drug testing? Have you had any of these performed in the past?

1 ----- 2 ----- ③ ----- 4 ----- 5

Notes: ~~None~~ Just drug testing for current Job

Interviewer:

B Knott

Score:

22

**Leicester Highway Department  
Truck Driver/ Laborer Interview  
Answer Overview**

Candidate William Burth Interviewer Brian Knott

Grading Rubric: 1 (Poor) 2 (Below Average) 3 (Average) 4 (Good) 5 (Excellent)

Immediate impression of the candidate. (appearance, poise, personality, punctuality, etc.)

1 ----- ~~2~~ ----- 3 ----- 4 ----- 5

1. Have you read the job description? Do you meet the requirements? Please tell us about yourself and any additional qualifications you would bring to the Leicester Highway department team.

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Town Employee for 20+ years

2. What is the accomplishment that you are most proud of at your current employer?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Current Conditions of town  
buildings. They have come a  
long way while he has been there

3. What experience do you have plowing? Have you operated large trucks, wing plows and loaders?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Has plowed a designated route for the town under my supervision. Performed perfectly

13  
12  
11  
10

4. How do you think someone that knows you well would describe you?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Always busy, hard-working, good people skills.

5. What experience do you have with drainage repairs, roadway repairs and general hosting and excavating?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Have been performing these tasks ~~over~~ for whole life. Both w/ family business + outside contractor on own

6. Do you work well under pressure? How do you handle conflicts both internally and with the general public?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Yes, always under pressure + on call. Getting much better with more help for other departments

7. During the winter season the hours are long and vary with the weather. You will be called in to plow & sand, also must be available for emergency recall. What is your availability?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Has shown me he can be very  
Reliable as an on-call worker.  
Always Responded in 5 minutes time.

8. Tell us about any experience you have with hydraulics, operating light and heavy equipment?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Lifelong operator. Has Run Loaders,  
Backhoes, Dozers, excavators.

9. Do you have any problems with the town doing CORI/SORI checks, driver history checks and drug testing? Have you had any of these performed in the past?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Already done except  
Random drug testing.

Interviewer:

B K [Signature]

Score:

47



**Leicester Highway Department  
Truck Driver/ Laborer Interview  
Answer Overview**

Candidate Matthew Parker Interviewer Brian Knott

**Grading Rubric: 1 (Poor) 2 (Below Average) 3 (Average) 4 (Good) 5 (Excellent)**

Immediate impression of the candidate. (appearance, poise, personality, punctuality, etc.)

1 ----- 2 ----- 3 ----- 4 ----- 5

1. Have you read the job description? Do you meet the requirements? Please tell us about yourself and any additional qualifications you would bring to the Leicester Highway department team.

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Hard-working, Driven many different  
trucks and pieces of equipment.  
~~was a~~

2. What is the accomplishment that you are most proud of at your current employer?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Requested Delivery Driver

3. What experience do you have plowing? Have you operated large trucks, wing plows and loaders?

1 ----- 2 ----- ③ ----- 4 ----- 5

Notes: yes - many different applications, Sanding  
+ plowing.

4. How do you think someone that knows you well would describe you?

1 ----- 2 ----- ③ ----- 4 ----- 5

Notes: hard worker go-getter

5. What experience do you have with drainage repairs, roadway repairs and general hosting and excavating?

1 ----- ② ----- 3 ----- 4 ----- 5

Notes: No Drainage, has driven a truck  
for paving but no actual paving experience

6. Do you work well under pressure? How do you handle conflicts both internally and with the general public?

1 ----- ② ----- 3 ----- 4 ----- 5

Notes: Aware of being in public eye.

7. During the winter season the hours are long and vary with the weather. You will be called in to plow & sand, also must be available for emergency recall. What is your availability?

1 ----- 2 ----- ③ ----- 4 ----- 5

Notes: Anytime, has been on call.

8. Tell us about any experience you have with hydraulics, operating light and heavy equipment?

1 ----- 2 ----- 3 ----- ④ ----- 5

Notes: Has operated many different types of equipment.

9. Do you have any problems with the town doing CORI/SORI checks, driver history checks and drug testing? Have you had any of these preformed in the past?

1 ----- 2 ----- ③ ----- 4 ----- 5

Notes: ~~Has~~ Says no problems. Has not been CORI checked

Interviewer:

B. Krott

Score:

30

\* Resume demonstrates that he has bounced from job to job. ~~He~~ Rarely worked in one place for more than a year or two.

**Leicester Highway Department  
Truck Driver/ Laborer Interview  
Answer Overview**

Candidate Nickolas Daigle Interviewer Brian Knott

Grading Rubric: 1 (Poor) 2 (Below Average) 3 (Average) 4 (Good) 5 (Excellent)

Immediate impression of the candidate. (appearance, poise, personality, punctuality, etc.)

1 ----- (2) ----- ~~3~~ ----- 4 ----- 5  
shorts / t-shirt  
very cocky

1. Have you read the job description? Do you meet the requirements? Please tell us about yourself and any additional qualifications you would bring to the Leicester Highway department team.

1 ----- 2 ----- (3) ----- 4 ----- 5

Notes: Brings equipment knowledge  
to the highway. Can Plow - but mostly  
parking lots

2. What is the accomplishment that you are most proud of at your current employer?

1 ----- (2) ----- 3 ----- 4 ----- 5

Notes: Customer Service

3. What experience do you have plowing? Have you operated large trucks, wing plows and loaders?

1 ----- ② ----- 3 ----- 4 ----- 5

Notes: 1 ton or loader but in  
parking lots

4. How do you think someone that knows you well would describe you?

1 ----- 2 ----- ③ ----- 4 ----- 5

Notes: outgoing, pride in workmanship

5. What experience do you have with drainage repairs, roadway repairs and general hosting and excavating?

1 ----- ② ----- 3 ----- 4 ----- 5

Notes: No drainage or roadway repairs.

6. Do you work well under pressure? How do you handle conflicts both internally and with the general public?

1 ----- ② ----- 3 ----- 4 ----- 5

Notes: Says that at times dealing with  
customers can be difficult. ~~BBB~~

7. During the winter season the hours are long and vary with the weather. You will be called in to plow & sand, also must be available for emergency recall. What is your availability?

1 ----- 2 ----- ③ ----- 4 ----- 5

Notes: ~~No~~ problems w/ hours but says he has kids and likes to swap time w/ wife if kids need help

8. Tell us about any experience you have with hydraulics, operating light and heavy equipment?

1 ----- ② ----- 3 ----- 4 ----- 5

Notes: Can Run a loader to load a dumptruck but is not licensed.

9. Do you have any problems with the town doing CORI/SORI checks, driver history checks and drug testing? Have you had any of these performed in the past?

1 ----- 2 ----- ③ ----- 4 ----- 5

Notes: Background checks have been done before

Interviewer:

B Kwatt

Score:

24

**Leicester Highway Department  
Truck Driver/ Laborer Interview  
Answer Overview**

Candidate Mark Burdett Interviewer Bill Coyle

Grading Rubric: 1 (Poor) 2 (Below Average) 3 (Average) 4 (Good) 5 (Excellent)

Immediate impression of the candidate. (appearance, poise, personality, punctuality, etc.)

1 ----- 2 ----- (3) ----- 4 ----- 5

1. Have you read the job description? Do you meet the requirements? Please tell us about yourself and any additional qualifications you would bring to the Leicester Highway department team.

1 ----- (2) ----- 3 ----- 4 ----- 5

Notes: 76-99 Pepsi Cola 99-Present Landscaping  
Plowed with one ton

2. What is the accomplishment that you are most proud of at your current employer?

1 ----- 2 ----- (3) ----- 4 ----- 5

Notes: Hard work good relationship

3. What experience do you have plowing? Have you operated large trucks, wing plows and loaders? & Sidewalk tractor

1 ----- (2) ----- 3 ----- 4 ----- 5

Notes: Just BobCat

4. How do you think someone that knows you well would describe you?

1 ----- 2 ----- (3) ----- 4 ----- 5

Notes: Honest Happy Outgoing

5. What experience do you have with drainage repairs, roadway repairs and general hosting and excavating?

(1) ----- 2 ----- 3 ----- 4 ----- 5

Notes: None

6. Do you work well under pressure? How do you handle conflicts both internally and with the general public?

1 ----- 2 ----- 3 ----- (4) ----- 5

Notes: Easy going customer always right



7. During the winter season the hours are long and vary with the weather. You will be called in to plow & sand, also must be available for emergency recall. What is your availability?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Always available

8. Tell us about any experience you have with hydraulics, operating light and heavy equipment?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: None

9. Do you have any problems with the town doing CORI/SORI checks, driver history checks and drug testing? Have you had any of these performed in the past?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes:

Interviewer: Bill Coyte

W. Gyr

Score: 26

**Leicester Highway Department  
Truck Driver/ Laborer Interview  
Answer Overview**

Candidate William Burth Interviewer Bill Coyle

Grading Rubric: 1 (Poor) 2 (Below Average) 3 (Average) 4 (Good) 5 (Excellent)

Immediate impression of the candidate. (appearance, poise, personality, punctuality, etc.)

1 ----- 2 ----- (3) ----- 4 ----- 5

1. Have you read the job description? Do you meet the requirements? Please tell us about yourself and any additional qualifications you would bring to the Leicester Highway department team.

1 ----- 2 ----- 3 ----- (4) ----- 5

Notes: Did read it, meets requirements  
22 years snow removal, sidewalks  
Plowed with Town last year

2. What is the accomplishment that you are most proud of at your current employer?

1 ----- 2 ----- (3) ----- 4 ----- 5

Notes: Getting along of the maint. done  
Ordering supplies, maint. on HVAC

3. What experience do you have plowing? Have you operated large trucks, wing plows and loaders? *a sidewalk tractor*

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: *6 wheel dump w/ 12' plow*

*run 10 wheelers*

4. How do you think someone that knows you well would describe you?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: *Hard worker, cares about other people*

5. What experience do you have with drainage repairs, roadway repairs and general hosting and excavating?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: *Grew up with it, can use a level, borrow block*

6. Do you work well under pressure? How do you handle conflicts both internally and with the general public?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: *Getting a lot better working with Dennis*

7. During the winter season the hours are long and vary with the weather. You will be called in to plow & sand, also must be available for emergency recall. What is your availability?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: No problem, has 2A can load truck

8. Tell us about any experience you have with hydraulics, operating light and heavy equipment?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: M.N.S. Escavator, small drainage, grading

9. Do you have any problems with the town doing CORI/SORI checks, driver history checks and drug testing? Have you had any of these preformed in the past?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: \_\_\_\_\_

Interviewer: Bill Coyle

Score: 35

W. Coyle

**Leicester Highway Department  
Truck Driver/ Laborer Interview  
Answer Overview**

Candidate Matthew Parker Interviewer Bill Coyle

Grading Rubric: 1 (Poor) 2 (Below Average) 3 (Average) 4 (Good) 5 (Excellent)

Immediate impression of the candidate. (appearance, poise, personality, punctuality, etc.)

1 ----- 2 ----- (3) ----- 4 ----- 5

1. Have you read the job description? Do you meet the requirements? Please tell us about yourself and any additional qualifications you would bring to the Leicester Highway department team.

1 ----- 2 ----- 3 ----- (4) ----- 5

Notes: Yes read the description, license for 1 years  
10 years on private property excavator, backhoe

2. What is the accomplishment that you are most proud of at your current employer?

1 ----- 2 ----- (3) ----- 4 ----- 5

Notes: Customers ask for him to do deliveries  
and puts where customer wants

3. What experience do you have plowing? Have you operated large trucks, wing plows and loaders? *side walk tractor*

1 ----- 2 ----- (3) ----- 4 ----- 5

Notes: *A-T. Lateralman, tri-axle, Holy Cross*  
*"96", "2002", 2003 Last plowed in work.*

4. How do you think someone that knows you well would describe you?

1 ----- 2 ----- (3) ----- 4 ----- 5

Notes: *Hard worker, dependable*

5. What experience do you have with drainage repairs, roadway repairs and general hosting and excavating?

1 ----- (2) ----- 3 ----- 4 ----- 5

Notes: *very little with drainage*  
*hauled asphalt*

6. Do you work well under pressure? How do you handle conflicts both internally and with the general public?

1 ----- 2 ----- (3) ----- 4 ----- 5

Notes: *Do what he has to do, conflict tries to get help*

7. During the winter season the hours are long and vary with the weather. You will be called in to plow & sand, also must be available for emergency recall. What is your availability?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Always available

8. Tell us about any experience you have with hydraulics, operating light and heavy equipment?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Careful handling around asphalt

9. Do you have any problems with the town doing CORI/SORI checks, driver history checks and drug testing? Have you had any of these performed in the past?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: \_\_\_\_\_

Interviewer: Bill Coyle

Score: 29

W. Gye

**Leicester Highway Department  
Truck Driver/ Laborer Interview  
Answer Overview**

Candidate Nickolas Daigle Interviewer Bill Coyle

Grading Rubric: 1 (Poor) 2 (Below Average) 3 (Average) 4 (Good) 5 (Excellent)

Immediate impression of the candidate. (appearance, poise, personality, punctuality, etc.)

1 ----- (2) ----- 3 ----- 4 ----- 5

1. Have you read the job description? Do you meet the requirements? Please tell us about yourself and any additional qualifications you would bring to the Leicester Highway department team.

1 ----- 2 ----- (3) ----- 4 ----- 5

Notes: Knows general description  
drives tow trucks  
mechanical

2. What is the accomplishment that you are most proud of at your current employer?

1 ----- 2 ----- (3) ----- 4 ----- 5

Notes: Designs shops, lifts, piping  
\_\_\_\_\_  
\_\_\_\_\_



3. What experience do you have plowing? Have you operated large trucks, wing plows and loaders? *Side walk tractor*

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: *Need training with wing*

*Does not have hydraulic bucket*

*Loader with plow*

*No dragging Experience*

4. How do you think someone that knows you well would describe you?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: *Outgoing, gets along with people*

*Very OCD*

5. What experience do you have with drainage repairs, roadway repairs and general hosting and excavating?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: *Roadway repair can run compactor*

*need to get use to digging*

*Safety #1 Limited drainage*

6. Do you work well under pressure? How do you handle conflicts both internally and with the general public?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: *Customer is #1, tries to work out internally*

7. During the winter season the hours are long and vary with the weather. You will be called in to plow & sand, also must be available for emergency recall. What is your availability?

1 ----- 2 ----- (3) ----- 4 ----- 5

Notes: 15 years plowing mostly parking lots  
mostly with one ton  
issue will work around 9 out of 10 times  
available

8. Tell us about any experience you have with hydraulics, operating light and heavy equipment?

1 ----- 2 ----- (3) ----- 4 ----- 5

Notes: Father on law backhoe, Kubota  
No problem loading

9. Do you have any problems with the town doing CORI/SORI checks, driver history checks and drug testing? Have you had any of these performed in the past?

1 ----- 2 ----- (3) ----- 4 ----- 5

Notes: Background checks in past

Question: Coming in on low side 23.64. standard bump in pay  
after 90 days, Insurance, retirement, health ins

Interviewer: Bill Gyl

Score: 28

W. Gyl

**Leicester Highway Department  
Truck Driver/ Laborer Interview  
Answer Overview**

Candidate Mark Burdett Interviewer John Shocik

Grading Rubric: 1 (Poor) 2 (Below Average) 3 (Average) 4 (Good) 5 (Excellent)

Immediate impression of the candidate. (appearance, poise, personality, punctuality, etc.)

1 ----- 2 ----- 3 ----- ④ ----- 5

1. Have you read the job description? Do you meet the requirements? Please tell us about yourself and any additional qualifications you would bring to the Leicester Highway department team.

1 ----- 2 ----- 3 ----- ④ ----- 5

Notes: Yes

\_\_\_\_\_

\_\_\_\_\_

2. What is the accomplishment that you are most proud of at your current employer?

1 ----- 2 ----- ③ ----- 4 ----- 5

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. What experience do you have plowing? Have you operated large trucks, wing plows and loaders?

side  
walk  
Traction

1 ----- 2 ----- 3 <sup>Bobcat 3.5</sup> ----- 4 ----- 5

Notes: Bobcat experience

4. How do you think someone that knows you well would describe you?

1 ----- 2 ----- 3 <sup>3.5</sup> ----- 4 ----- 5

Notes: Happy - outgoing

5. What experience do you have with drainage repairs, roadway repairs and general hosting and excavating?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: None

6. Do you work well under pressure? How do you handle conflicts both internally and with the general public?

1 ----- 2 ----- 3 <sup>3.5</sup> ----- 4 ----- 5

Notes: easy going "customer always

right"

7. During the winter season the hours are long and vary with the weather. You will be called in to plow & sand, also must be available for emergency recall. What is your availability?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: All the time worked around  
the clock

8. Tell us about any experience you have with hydraulics, operating light and heavy equipment?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: None

9. Do you have any problems with the town doing CORI/SORI checks, driver history checks and drug testing? Have you had any of these performed in the past?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: No

Interviewer: Chris Schick

Score: 33.5

**Leicester Highway Department  
Truck Driver/ Laborer Interview  
Answer Overview**

Candidate William Burt Interviewer John Shocik

**Grading Rubric: 1 (Poor) 2 (Below Average) 3 (Average) 4 (Good) 5 (Excellent)**

Immediate impression of the candidate. (appearance, poise, personality, punctuality, etc.)

1 ----- 2 ----- 3 ----- 4 ----- 5  
4.5  
early

1. Have you read the job description? Do you meet the requirements? Please tell us about yourself and any additional qualifications you would bring to the Leicester Highway department team.

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Presently Plows for Town  
\_\_\_\_\_  
\_\_\_\_\_

2. What is the accomplishment that you are most proud of at your current employer?

1 ----- 2 ----- 3 ----- 4 ----- 5  
4.5

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. What experience do you have plowing? Have you operated large trucks, wing plows and loaders?

State  
work  
Tractor

1 ----- 2 ----- 3 ----- 4 ----- 5 <sup>4.5</sup>

Notes: Experience in larger Trucks

4. How do you think someone that knows you well would describe you?

1 ----- 2 ----- 3 ----- 4 ----- 5 <sup>(4)</sup>

Notes: Hard worker,

5. What experience do you have with drainage repairs, roadway repairs and general hosting and excavating?

1 ----- 2 ----- 3 ----- 4 ----- 5 <sup>4.5</sup>

Notes: set pipe - rebit catch basins

construction experience

6. Do you work well under pressure? How do you handle conflicts both internally and with the general public?

1 ----- 2 ----- 3 ----- 4 ----- 5 <sup>(4)</sup>

Notes: \_\_\_\_\_

7. During the winter season the hours are long and vary with the weather. You will be called in to plow & sand, also must be available for emergency recall. What is your availability?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Always available - experience  
working loader

8. Tell us about any experience you have with hydraulics, operating light and heavy equipment?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Excavators - mini-excavators  
Backdozer

9. Do you have any problems with the town doing CORI/SORI checks, driver history checks and drug testing? Have you had any of these performed in the past?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: COC - B w/ A/D 4.5 NS problems

Interviewer: [Signature]

Score: 45.5



**Leicester Highway Department  
Truck Driver/ Laborer Interview  
Answer Overview**

Candidate Matthew Parker Interviewer John Shook

Grading Rubric: 1 (Poor) 2 (Below Average) 3 (Average) 4 (Good) 5 (Excellent)

Immediate impression of the candidate. (appearance, poise, personality, punctuality, etc.)

1 ----- 2 ----- 3 ----- 4 ----- 5  
early

1. Have you read the job description? Do you meet the requirements? Please tell us about yourself and any additional qualifications you would bring to the Leicester Highway department team.

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: yes  
\_\_\_\_\_  
\_\_\_\_\_

2. What is the accomplishment that you are most proud of at your current employer?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Customer would ask for him  
specifically  
\_\_\_\_\_  
\_\_\_\_\_

3. What experience do you have plowing? Have you operated large trucks, wing plows and loaders?

Side  
walk  
Tractor

1 ----- 2 ----- 3 ----- ④ ----- 5

Notes: Tri axle - Loader No wing

4. How do you think someone that knows you well would describe you?

1 ----- 2 ----- 3 ----- ④ ----- 5

Notes: Very hard worker - Dependable

5. What experience do you have with drainage repairs, roadway repairs and general hosting and excavating?

1 ----- 2 ----- ③ ----- 4 ----- 5

Notes: Paving - very little catch basin

6. Do you work well under pressure? How do you handle conflicts both internally and with the general public?

1 ----- 2 ----- 3 ----- ④ ----- 5

Notes:

7. During the winter season the hours are long and vary with the weather. You will be called in to plow & sand, also must be available for emergency recall. What is your availability?

1 ----- 2 ----- 3 3.5 ----- 4 ----- 5

Notes: Available all the time

Able to load own salt truck

8. Tell us about any experience you have with hydraulics, operating light and heavy equipment?

1 ----- 2 ----- 3 3.5 ----- 4 ----- 5

Notes: Mostly Driving Big trucks

9. Do you have any problems with the town doing CORI/SORI checks, driver history checks and drug testing? Have you had any of these preformed in the past?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: NO Problems Tests done in the past.

Interviewer:

John V. [Signature]

Score: 38

# **Leicester Highway Department Truck Driver/ Laborer Interview Answer Overview**

Candidate Nickolas Daigle Interviewer John Shocik

**Grading Rubric: 1 (Poor) 2 (Below Average) 3 (Average) 4 (Good) 5 (Excellent)**

Immediate impression of the candidate. (appearance, poise, personality, punctuality, etc.)

1-----2-----3 <sup>4:30 - 10K</sup>  
                                starts?      ④-----5

- 1. Have you read the job description? Do you meet the requirements? Please tell us about yourself and any additional qualifications you would bring to the Leicester Highway department team.

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Plowing experience

2. What is the accomplishment that you are most proud of at your current employer?

1 ----- 2 ----- 3 ----- 4 <sup>4.5</sup>

Notes: Quality of workmanship

- 3. What experience do you have plowing? Have you operated large trucks, wing plows and loaders?

side  
walk  
tractor

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Rm loaders

- 4. How do you think someone that knows you well would describe you?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Outgoing - personable

5. What experience do you have with drainage repairs, roadway repairs and general hosting and excavating?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Small road repairs - Limited to no  
drainage experience

6. Do you work well under pressure? How do you handle conflicts both internally and with the general public?

1 ----- 2 ----- 3 ----- 4 ----- 5

Notes: Able to solve customer complaint  
issues

7. During the winter season the hours are long and vary with the weather. You will be called in to plow & sand, also must be available for emergency recall. What is your availability?

1 ----- 2 ----- 3 ----- 4 <sup>4.5</sup> ----- 5

Notes: Plowing w/ smaller trucks

8. Tell us about any experience you have with hydraulics, operating light and heavy equipment?

1 ----- 2 ----- 3 ----- ④ ----- 5

Notes: Bobcat - some loader experience

9. Do you have any problems with the town doing CORI/SORI checks, driver history checks and drug testing? Have you had any of these performed in the past?

1 ----- 2 ----- 3 ----- ④ ----- 5

Notes: No problems getting tested

Interviewer:

John Shore

Score:

41.5

2:00pm

## Town of Leicester Application for Employment

**Instructions:** Print clearly in black or blue ink. Complete all sections. Sign and date the form.

### APPLICANT INFORMATION

Name: MARK BURETT

Street Address ST

City, State, Zip Code LEICESTER, MA

Mailing Address (if different): \_\_\_\_\_

Home Phone: \_\_\_\_\_

CELL  
Other: \_\_\_\_\_

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

How were you referred to the Town of Leicester? I'm a resident

### EMPLOYMENT POSITIONS

Position(s) for which you are applying: Truck driver / Laborer

Are you applying for: ☒ Regular full-time work  
☐ Temporary work

☐ Regular part-time work  
☐ Shift work

If hired, on what date would you be available for work? ASAP, BUT WILL BE AWAY

Are you on a lay-off and subject to recall? ☐ Yes ☒ No

JULY 22-25

Can you travel, if the job requires it? ☒ Yes ☐ No

### PERSONAL INFORMATION

Have you ever applied to/worked for the Town of Leicester? ☐ Yes ☒ No

If yes, please explain (include date[s]): \_\_\_\_\_

Are you over the age of 18? (If under 18, hire is subject to verification of minimum legal age.)

☒ Yes ☐ No

If hired, would you be able to present evidence that you can legally work in the United States?  
☒ Yes ☐ No

Are you able to perform the essential functions of the job for which you are applying, either with/without reasonable accommodation? (See job description.) ☒ Yes ☐ No

Provide any additional job-related information you would like to have considered.

drove Side loader for Pepsi Cola for 30 years, owned and operated own landscaping company which included using a Bobcat

#### EDUCATION

Name and Address of School(s) – Did you Graduate? – Diploma/Degree

Leicester High School – High School Diploma

Skills and Qualifications: Licenses, Training, Apprenticeships, Awards:

Class B MA License

Landscaping experience

Job related training in the United States Military

N/A



## EMPLOYMENT HISTORY

### Present or Last Position

Employer: Pepsi Cola  
Address: Industrial drive, Holden, MA  
Supervisor: Mike Spillaine  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Position Title: Merchandiser Dates Employed: 5/2014 - 7/2016  
Responsibilities: stocking shelves, ordering product  
Salary: \$20 per hour Reason for Leaving: attempted new business

\*\*\*\*\*

### Previous Position(s):

Employer: McKee Baking (Little Debbie Snacks)  
Address: 1740 Main St  
Supervisor: John Pajer  
Phone: 508-963-7006 Email: \_\_\_\_\_  
Position Title: Owner of Distributorship Dates Employed: 10/2011 - 4/2014  
Responsibilities: ordering, selling, merchandising product  
Salary: \_\_\_\_\_ Reason for Leaving: B

\*\*\*\*\*

Employer: Clean Image Sweeping

Address: 1740 Main St Leicester

Supervisor: Self

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Position Title: Owner Dates Employed: 1999-2011

Responsibilities: landscaping, parking lot sweeping, included  
washing and mowing floors and other maintenance duties

Salary: \$600<sup>00</sup> per month Reason for Leaving: needed benefits

driver/salesman for Pepsi 1979-1999  
\*\*\*\*\*

**Include resume for additional work history.**

May we contact your present employer?

☐ Yes

☒ No

## REFERENCES

Please provide the names, addresses, telephone numbers, email addresses (if available) of three references who are neither related to you nor previous employers.

1. Margarite Soojian 1666 Main St Leicester

2. Levon Kachadourian  
1894 Main St, Leicester

3. Kenneth Antanavice, LPD

The Town of Leicester does not discriminate in hiring or employment on the basis of race, color, religious creed, national origin, sex, ancestry, sexual orientation, or on the basis of age or disability, as defined by law. No question on this application is intended to secure information to be used for such discrimination. This application will be given every consideration, but its receipt does not imply that the applicant will be employed.

It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liabilities.

**Applicant's Statement** *(Please read carefully before signing.)*

I certify that answers given herein are true and complete to the best of my knowledge and I understand that any false or misleading answers or any omission or concealment of facts will disqualify me from consideration for employment or may result in my immediate discharge.

I hereby understand and acknowledge that unless otherwise defined by applicable law or collective bargaining agreement, any employee relationship with the Town of Leicester is of an "at will" nature and that no employment contract rights have been created. I understand and agree that this means the employee may resign at any time, for any reason, with or without advance notice and the employer may discharge the employee at any time, with or without cause and with or without advance notice. It is further understood that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of the Town of Leicester.

My purpose in filling out this application is to obtain the job for which I am applying, and I am available and willing to accept the position if it is offered to me.

I understand also, that I am required to abide by all rules and regulations of the employer, which may be changed without notice at the discretion of the Town.

*Math Breda*  
Signature of Applicant

6/26/19  
Date

For Personnel Department Use Only

Arrange Interview: ☐ Yes ☐ No

Remarks: \_\_\_\_\_  
\_\_\_\_\_

Employed: ☐ Yes ☐ No Date of Employment: \_\_\_\_\_

Job Title: \_\_\_\_\_ Department: \_\_\_\_\_

Hourly Rate/Salary: \_\_\_\_\_

2:45 PM

## Town of Leicester Application for Employment

**Instructions:** Print clearly in black or blue ink. Complete all sections. Sign and date the form.

### APPLICANT INFORMATION

Name: William I BURT JR  
Street Address: Whittemore St  
City, State, Zip Code: Leicester MA  
Mailing Address (if different): Same  
Home Phone: 508 Other: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
How were you referred to the Town of Leicester? By Dennis Griffin

### EMPLOYMENT POSITIONS

Position(s) for which you are applying: TRUCK DRIVER & LABORER  
Are you applying for: ☒ Regular full-time work ☐ Regular part-time work  
☐ Temporary work ☐ Shift work  
If hired, on what date would you be available for work? ASAP  
Are you on a lay-off and subject to recall? ☐ Yes ☒ No  
Can you travel, if the job requires it? ☒ Yes ☐ No

### PERSONAL INFORMATION

Have you ever applied to/worked for the Town of Leicester? ☒ Yes ☐ No  
If yes, please explain (include date[s]): WORKED FOR THE TOWN FOR  
TWENTY PLUS YEARS

Are you over the age of 18? (If under 18, hire is subject to verification of minimum legal age.)  
☒ Yes ☐ No

If hired, would you be able to present evidence that you can legally work in the United States?  
☒ Yes ☐ No

Are you able to perform the essential functions of the job for which you are applying, either with/without reasonable accommodation? (See job description.) ☒ Yes ☐ No

Provide any additional job-related information you would like to have considered.

I've worked for the Town of Leicester for twenty  
plus years

#### EDUCATION

Name and Address of School(s) – Did you Graduate? – Diploma/Degree

Leicester High School

Skills and Qualifications: Licenses, Training, Apprenticeships, Awards

OSHA Industry Safety and Health Training

Class B Drivers License

2A Hoisting License

Job related training in the United States Military

## EMPLOYMENT HISTORY

### Present or Last Position

Employer: Town of Leicester  
Address: 3 Washburn St  
Supervisor: Dennis Griffin  
Phone: 508-892 7021 Email: \_\_\_\_\_  
Position Title: Maintenance/Assistant Dates Employed: 1997-present  
Responsibilities: Maintaining Building & cleaning  
Salary: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

\*\*\*\*\*

### Previous Position(s):

Employer: BURT BUILDERS  
Address: 133 White Birch St  
Supervisor: Elwood Burt  
Phone: 508 892 1776 Email: \_\_\_\_\_  
Position Title: Carpenter/Laborer Dates Employed: 1986-1997  
Responsibilities: Same  
Salary: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

\*\*\*\*\*

Employer: \_\_\_\_\_

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

Supervisor: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Position Title: \_\_\_\_\_ Dates Employed: \_\_\_\_\_

Responsibilities: \_\_\_\_\_

Salary: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

\*\*\*\*\*

*Include resume for additional work history.*

May we contact your present employer?

☒ Yes

☐ No

#### REFERENCES

Please provide the names, addresses, telephone numbers, email addresses (if available) of three references who are neither related to you nor previous employers.

1. Dan BAOSNIHAN. JR TEL # 255-6

2. CHRIS CARLIN TEL # 255-6  
ICSH GROUP INC.

3. MARK ARMINGTON SR DIRECTOR  
UMMS Facilities, Engineering & Construction  
TEL # 255-6

The Town of Leicester does not discriminate in hiring or employment on the basis of race, color, religious creed, national origin, sex, ancestry, sexual orientation, or on the basis of age or disability, as defined by law. No question on this application is intended to secure information to be used for such discrimination. This application will be given every consideration, but its receipt does not imply that the applicant will be employed.

It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liabilities.

**Applicant's Statement** *(Please read carefully before signing.)*

I certify that answers given herein are true and complete to the best of my knowledge and I understand that any false or misleading answers or any omission or concealment of facts will disqualify me from consideration for employment or may result in my immediate discharge.

I hereby understand and acknowledge that unless otherwise defined by applicable law or collective bargaining agreement, any employee relationship with the Town of Leicester is of an "at will" nature and that no employment contract rights have been created. I understand and agree that this means the employee may resign at any time, for any reason, with or without advance notice and the employer may discharge the employee at any time, with or without cause and with or without advance notice. It is further understood that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of the Town of Leicester.

My purpose in filling out this application is to obtain the job for which I am applying, and I am available and willing to accept the position if it is offered to me.

I understand also, that I am required to abide by all rules and regulations of the employer, which may be changed without notice at the discretion of the Town.

William Burth  
Signature of Applicant

6-24-2019  
Date

For Personnel Department Use Only

Arrange Interview: ☐ Yes ☐ No

Remarks: \_\_\_\_\_

Employed: ☐ Yes ☐ No Date of Employment: \_\_\_\_\_

Job Title: \_\_\_\_\_ Department: \_\_\_\_\_

Hourly Rate/Salary: \_\_\_\_\_



# WILLIAM BURTT

hillel - - - - -

Customer-oriented Facilities Maintenance professional offering a strong work ethic, including detailed oriented, quality focused and professional demeanor with wide knowledge of techniques, materials and equipment related to maintenance of facilities and highway operations.

## EXPERIENCE

1986 - 1997

**CARPENTER, BURTT BUILDERS**

Performing a variety of construction duties including residential carpentry and framing.

1997 - PRESENT

**MAINTENANCE/CUSTODIAN, TOWN OF LEICESTER**

Performing all routine maintenance and annual maintenance of all systems for all town buildings, snow/ice removal town wide, and mowing and maintaining all outside grounds.

## EDUCATION

JUNE 1980

**DIPLOMA, LEICESTER HIGH SCHOOL**

JUNE 1985

**CDL LICENSE**

PRESENT

**2A HOISTING ENGINEERING LICENSE**

Currently in the process of obtaining this license.

*has received  
license*

## SKILLS

- Safety training
- Motivated self-started
- Highly dependable
- Strong mechanical skills
- Career motivated
- Multi-tasking
- Fast Learner
- Punctual
- Hand and power tools
- Strong team player



University Of  
Massachusetts  
Medical School

Department of Facilities Management  
University of Massachusetts Medical School  
55 Lake Avenue, North  
Worcester, MA 01655

June 6, 2019

**RE: William Burtt - Reference Letter**

Please accept this letter as my endorsement of Mr. William Burtt's experience and abilities. His tenure as a town employee and past performance in the upkeep of buildings under his control, particularly the Town Hall speak to his abilities and good work ethics.

I've personally known and worked with Bill on a variety of projects in the town over my 28 years local involvement. He is a conscientious worker and capable craftsman, always striving to do his work well. When we worked together on the initial Town Hall renovations he was an asset to our overseeing team. He also performed many of the carpentry tasks and took a keen interest in seeing the contractors completed their work in accordance with plans/specs. Listed below are a few of the projects we worked together on for our town.

- Leicester Senior Center
- Town Hall Renovations – Phase 1
- Leicester Police Station
- Leicester Library Expansion

I believe Bill would be a welcome addition to the Leicester Highway/Buildings Maintenance Department. Please do not hesitate to contact me directly with any concerns or questions regarding Bill's work experience.

Respectfully,

A handwritten signature in black ink, reading 'Mark E. Armington'.

Mark Armington, Sr. Director  
UMMS Facilities, Engineering & Construction  
Ph: 508-856-5202  
FX: 508-856-5216  
mark.armington@umassmed.edu



## ICSN Group Inc.

106 Huntoon Memorial Highway

Rochdale, MA 01542

Phone: 617-733-6506

E-Mail: [chriscartin@icsngroup.com](mailto:chriscartin@icsngroup.com) Web: [www.icsngroup.com](http://www.icsngroup.com)

21 June 2019

TO - Whom it May Concern:

We moved our business to Rochdale, MA in July of 2017 and have retained the services of Bill Burt for our lawn maintenance. The winter of 2017/2018 Bill was responsible for the snow removal as well.

In 2019 Bill continues to take care of the grounds of the property.

Bill has always been dependable and taken care of the property in a professional manner.

We would recommend Bill for his services to any prospective employer.

Sincerely,

Chris Carlin  
Director of Business Development  
ICSN, Inc  
106 Huntoon Memorial Highway  
Rochdale, MA 01542

JUNE 19, 2019

Town of Leicester  
Washburn Square  
Leicester, MA 01524

It gives me great pleasure to recommend  
William Burt as a new Highway  
Department employee.

As a long time resident of Leicester  
and a former selectman overseeing  
the Highway Department's responsibilities,  
Mr. Burt's personality and work habits  
lends itself to an excellent match

In my dealings with Bill over the years  
I have found him to be dependable,  
task oriented and easy to converse with  
myself and others. He possesses multiple  
skills in the trades that would be  
beneficial in his employment.

William Burt would be an asset to the  
Leicester Highway Department.

Sincerely DAN Broomfield Jr.

3:30pm

## Town of Leicester Application for Employment

**Instructions:** Print clearly in black or blue ink. Complete all sections. Sign and date the form.

### APPLICANT INFORMATION

Name: Michael Shuda

Street Address: Peter Salem Road

City, State, Zip Code Leicester MA 01524

Mailing Address (if different): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Other: \_\_\_\_\_

Email Address: shuda150@gmail.com

How were you referred to the Town of Leicester? online job search

### EMPLOYMENT POSITIONS

Position(s) for which you are applying: highway truck driver/ laborer

Are you applying for: ☒ Regular full-time work ☐ Regular part-time work  
☐ Temporary work ☐ Shift work

If hired, on what date would you be available for work? July 22, 2019

Are you on a lay-off and subject to recall? ☐ Yes ☒ No

Can you travel, if the job requires it? ☒ Yes ☐ No

### PERSONAL INFORMATION

Have you ever applied to/worked for the Town of Leicester? ☐ Yes ☒ No

If yes, please explain (include date[s]): \_\_\_\_\_  
I have never applied to the Town of Leicester

Are you over the age of 18? (If under 18, hire is subject to verification of minimum legal age.)  
☒ Yes ☐ No

If hired, would you be able to present evidence that you can legally work in the United States?  
☒ Yes ☐ No

Are you able to perform the essential functions of the job for which you are applying, either with/without reasonable accommodation? (See job description.) ☒ Yes ☐ No

Provide any additional job-related information you would like to have considered.

## EDUCATION

Name and Address of School(s) – Did you Graduate? – Diploma/Degree

St. James Catholic                      yes      Diploma

Skills and Qualifications: Licenses, Training, Apprenticeships, Awards

Class A CDL license

Hoisting 2A/ 1C license

OSHA 10 Certification

MASS DOT medical card

Job related training in the United States Military

NO

## EMPLOYMENT HISTORY

### *Present or Last Position*

Employer: Massachusetts Broken Stone

Address: 332 Sawyerhill Road Berlin MA

Supervisor: Dean Gleason

Phone: 508-713-3392

Email: \_\_\_\_\_

Position Title: Laborer Dates Employed: June 17th 2019-present

Responsibilities: shoveling , asphalt paving crew , signage set up, truck driving

Reason for Leaving: \_\_\_\_\_

Still employed

\*\*\*\*\*

### *Previous Position(s):*

Employer: Carl Zeiss Lens

Address: Hopkinton MA

Supervisor: Tracy Nejaimey

Phone: 508-904-5062

Email: \_\_\_\_\_

Position Title: Finish supervisor Dates Employed: 03/06-08/18

Responsibilities: operated and repaired lab equipment , Monitored Quality Assurance

Reason for Leaving: \_\_\_\_\_

Lab closed down

\*\*\*\*\*

Employer: Northwest Airlines

Address: Philadelphia, PA

Supervisor: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Position Title: Lead Equipment Service Dates Employed: 07/1988-11/2005

Responsibilities: Aircraft weight and balance planning, freight and cargo handling, loading and

Reason for Leaving: \_\_\_\_\_  
Career change

\*\*\*\*\*

*Include resume for additional work history.*

May we contact your present employer?

☒ Yes

☐ No

## REFERENCES

Please provide the names, addresses, telephone numbers, email addresses (if available) of three references who are neither related to you nor previous employers.

1. Ron Deyo

372 424 2365

2. Leslie Taylor

3. Jeff Lavin

774-586 7837



The Town of Leicester does not discriminate in hiring or employment on the basis of race, color, religious creed, national origin, sex, ancestry, sexual orientation, or on the basis of age or disability, as defined by law. No question on this application is intended to secure information to be used for such discrimination. This application will be given every consideration, but its receipt does not imply that the applicant will be employed.

It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liabilities.

**Applicant's Statement** (*Please read carefully before signing.*)

I certify that answers given herein are true and complete to the best of my knowledge and I understand that any false or misleading answers or any omission or concealment of facts will disqualify me from consideration for employment or may result in my immediate discharge.

I hereby understand and acknowledge that unless otherwise defined by applicable law or collective bargaining agreement, any employee relationship with the Town of Leicester is of an "at will" nature and that no employment contract rights have been created. I understand and agree that this means the employee may resign at any time, for any reason, with or without advance notice and the employer may discharge the employee at any time, with or without cause and with or without advance notice. It is further understood that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of the Town of Leicester.

My purpose in filling out this application is to obtain the job for which I am applying, and I am available and willing to accept the position if it is offered to me.

I understand also, that I am required to abide by all rules and regulations of the employer, which may be changed without notice at the discretion of the Town.

*Michael Joseph Shuda*  
Key: 5b018182-1b8411e0081d0291-423b73

07/06/2019

Signature of Applicant

Date

For Personnel Department Use Only

Arrange Interview: ☐ Yes ☐ No

Remarks: \_\_\_\_\_

\_\_\_\_\_

Employed: ☐ Yes ☐ No Date of Employment: \_\_\_\_\_

Job Title: \_\_\_\_\_ Department: \_\_\_\_\_

Hourly Rate/Salary: \_\_\_\_\_

4:15 pm

## Town of Leicester Application for Employment

**Instructions:** Print clearly in black or blue ink. Complete all sections. Sign and date the form.

### APPLICANT INFORMATION

Name: Matthew Parker

Street Address: 5 Dustin Street

City, State, Zip Code Spencer, MA. 01562

Mailing Address (if different): \_\_\_\_\_

Home \_\_\_\_\_

Other: \_\_\_\_\_

Email Address: montematt73

How were you referred to the Town of Leicester? indeed

### EMPLOYMENT POSITIONS

Position(s) for which you are applying: truck driver/laborer

Are you applying for:

- ☒ Regular full-time work  
☐ Temporary work

- ☐ Regular part-time work  
☐ Shift work

If hired, on what date would you be available for work? July 16, 2019

Are you on a lay-off and subject to recall?

☐ Yes

☒ No

Can you travel, if the job requires it?

☒ Yes

☐ No

### PERSONAL INFORMATION

Have you ever applied to/worked for the Town of Leicester?

☐ Yes ☒ No

If yes, please explain (include date[s]): \_\_\_\_\_

NA

Are you over the age of 18? (If under 18, hire is subject to verification of minimum legal age.)

☒ Yes ☐ No

If hired, would you be able to present evidence that you can legally work in the United States?

☒ Yes ☐ No

Are you able to perform the essential functions of the job for which you are applying, either with/without reasonable accommodation? (See job description.) ☒ Yes ☐ No

Provide any additional job-related information you would like to have considered.  
Hoisting engineers license 1c-2b

## EDUCATION

Name and Address of School(s) – Did you Graduate? – Diploma/Degree

Worcester Vocational                      yes      welding certificate

Skills and Qualifications: Licenses, Training, Apprenticeships, Awards  
Hoisting engineers license 1c-2b

Job related training in the United States Military  
NA

## EMPLOYMENT HISTORY

### *Present or Last Position*

Employer: Beacon Sales

Address: 120 Prescott Street, Worcester, MA

Supervisor: Dan Martynick

Phone: 508-753-2943 Email: \_\_\_\_\_

Position Title: Truck Driver Dates Employed: 7/17-present

Responsibilities: ☐ Work in warehouse, prepare and stage orders to be delivered ☐

Deliver orders to job sites/customers, operate a forklift and moffet

Reason for Leaving: \_\_\_\_\_

Still there

\*\*\*\*\*

### *Previous Position(s):*

Employer: Lowe's

Address: Lincoln street, Worcester ma

Supervisor: Mike N

Phone: 508-595-1450 Email: \_\_\_\_\_

Position Title: Truck Driver Dates Employed: 10/2016-6/2017

Responsibilities: Work in warehouse, prepare and stage orders to be delivered. Deliver

Reason for Leaving: \_\_\_\_\_

Let Go

\*\*\*\*\*

Employer: Norandex/ABC supply

Address: 60 Solferino Street Worcester, MA

Supervisor: Phil Garrity

Phone: 508-792-1200 Email: \_\_\_\_\_

Position Title: Truck Driver Dates Employed: 11/2012-10/2016

Responsibilities: Work in warehouse, prepare and stage orders to be delivered.

Deliver orders to job sites, operate a forklift and moffet

Reason for Leaving: \_\_\_\_\_  
Let go

\*\*\*\*\*

*Include resume for additional work history.*

May we contact your present employer?

☒ Yes

☐ No

## REFERENCES

Please provide the names, addresses, telephone numbers, email addresses (if available) of three references who are neither related to you nor previous employers.

1. David Howard 75 Brook Street Cherry \_\_\_\_\_

2. Ashley Robinson 1150 Stafford Street Rochdale 774 \_\_\_\_\_

3. Jarrette Egan 20 Bird Street Sterling 878 \_\_\_\_\_

The Town of Leicester does not discriminate in hiring or employment on the basis of race, color, religious creed, national origin, sex, ancestry, sexual orientation, or on the basis of age or disability, as defined by law. No question on this application is intended to secure information to be used for such discrimination. This application will be given every consideration, but its receipt does not imply that the applicant will be employed.

It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liabilities.

**Applicant's Statement** *(Please read carefully before signing.)*

I certify that answers given herein are true and complete to the best of my knowledge and I understand that any false or misleading answers or any omission or concealment of facts will disqualify me from consideration for employment or may result in my immediate discharge.

I hereby understand and acknowledge that unless otherwise defined by applicable law or collective bargaining agreement, any employee relationship with the Town of Leicester is of an "at will" nature and that no employment contract rights have been created. I understand and agree that this means the employee may resign at any time, for any reason, with or without advance notice and the employer may discharge the employee at any time, with or without cause and with or without advance notice. It is further understood that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of the Town of Leicester.

My purpose in filling out this application is to obtain the job for which I am applying, and I am available and willing to accept the position if it is offered to me.

I understand also, that I am required to abide by all rules and regulations of the employer, which may be changed without notice at the discretion of the Town.

*Matthew Ryan Parker*  
Key: 65018182+4841890486281+43m72

07/02/2019

Signature of Applicant

Date

For Personnel Department Use Only

Arrange Interview: ☐ Yes ☐ No

Remarks: \_\_\_\_\_

\_\_\_\_\_

Employed: ☐ Yes ☐ No Date of Employment: \_\_\_\_\_

Job Title: \_\_\_\_\_ Department: \_\_\_\_\_

Hourly Rate/Salary: \_\_\_\_\_

# Matthew Parker

---

## Objective

Looking for a job where I can operate machinery, drive truck, weld, or work with my hands. I am a hard worker, quick learner and will complete any task given to me. I am a team player looking for a team to be part of.

## Summary of Qualifications

Truck driving, heavy machine operating, welding, and working on machines. Commercial driver's license Class B, hoisting engineers license and qualified to operate almost all types of heavy machines.

## Experience

July 2017- Present    Beacon Sales    Worcester, MA

### Truck Driver

- Work in warehouse, prepare and stage orders to be delivered
- Deliver orders to job sites/customers
- Operate fork lifts and Moffet

October 2016- June 2017    Lowe's    Worcester, MA

### Truck Driver

- Work in warehouse, prepare and stage orders to be delivered
- Deliver orders to job sites/customers
- Operate fork lifts, order pickers and Moffet
- Answer phones and assist customers in store in other departments when needed/asked.

November 2012- October 2016    Norandex/ABC supply    Worcester, MA

### Truck Driver

- Work in warehouse, prepare and stage orders to be delivered
- Deliver orders to job sites
- Operate fork lift and Moffet
- Answer phones and assist customers in showroom

July 2011- September 2011    Casella Waste    Auburn, MA

### Roll off Driver

- Empty and deliver trash containers to homes and businesses

November 2006- July 2011 U-Haul

Worcester, MA

**General Manager**

- Retrieve trucks from yard for customers
- Check over returned trucks
- Attach trailers to vehicles
- Assist mechanic with installing hitches to vehicles
- Run/operate a U-Haul center

September 2006- November 2006

Target

Westboro, MA

**Plano team member**

- Set up plan-o-grams
- Stock and clean shelves

July 2006- September 2006

T & T Trucking

Millbury, MA

**Truck Driver**

- Operate dump trucks
- Various paving jobs on side streets and state highways are A.F. Amerello
- Hauled various types of stone and other materials to job sites

November 2005- June 2006 A.J. Letourneau

Worcester, MA

**Truck Driver**

- Operated dump trucks
- Painted and welded containers
- Operated sander and snow plows
- Operated various equipment at the landfill
- Operated the street sweeper and vac trucks

January 2005- November 2005 Pelligrino Trucking

Sutton, MA

**Truck Driver**

- Operated the roll-off truck
- Operated the rear-end loaders
- Operated the recycling truck
- Paint and welded containers
- Assisted mechanic with repairing trucks



May 2004- November 2004    Waste Management    West Boylston, MA

**Truck Driver**

- Operated the roll- off truck

**Education**

1992-1996    Worcester Vocational High School    Worcester, MA

- Educated in the field of welding

5:00pm

Town of Leicester  
Application for Employment

Instructions: Print clearly in black or blue ink. Complete all sections. Sign and date the form.

APPLICANT INFORMATION

Name: Nickolas Daigle  
Street Address: MAIN ST  
City, State, Zip Code: Spencer MA 01562  
Mailing Address (if different): \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Other: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
How were you referred to the Town of Leicester? Friend

EMPLOYMENT POSITIONS

Position(s) for which you are applying: Driver / Labor  
Are you applying for: ☒ Regular full-time work ☐ Regular part-time work  
☐ Temporary work ☐ Shift work  
If hired, on what date would you be available for work? 2 weeks  
Are you on a lay-off and subject to recall? ☐ Yes ☒ No  
Can you travel, if the job requires it? ☒ Yes ☐ No

PERSONAL INFORMATION

Have you ever applied to/worked for the Town of Leicester? ☐ Yes ☒ No  
If yes, please explain (include date[s]): \_\_\_\_\_

Are you over the age of 18? (If under 18, hire is subject to verification of minimum legal age.)  
☒ Yes ☐ No

If hired, would you be able to present evidence that you can legally work in the United States?  
☒ Yes ☐ No

Are you able to perform the essential functions of the job for which you are applying, either with/without reasonable accommodation? (See job description.) ☒ Yes ☐ No

Provide any additional job-related information you would like to have considered.

HAVE BEEN AROUND HEAVY EQUIPMENT SINCE I GOT MY  
LIC AND PLowing

#### EDUCATION

Name and Address of School(s) – Did you Graduate? – Diploma/Degree

BAY PATH High school Diploma  
BAYAN INS Automotive Tec Degree

Skills and Qualifications: Licenses, Training, Apprenticeships, Awards

CDL B Lic HAVE HAD FOR 14 YEARS

Job related training in the United States Military

N/A

## EMPLOYMENT HISTORY

### Present or Last Position

Employer: GARY RICE SHOP EQUIPMENT  
Address: 245 PAMMUGESTT RD RUTLAND MA  
Supervisor: GARY RICE  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Position Title: FOREMAN Dates Employed: 2014 - TO PRESENT  
Responsibilities: Drive / set up for jobs order parts /  
MAKE JOB QUOTES  
Salary: 70K Reason for Leaving: NEED A JOB WITH BENEFITS

\*\*\*\*\*

### Previous Position(s):

Employer: ASNE / GENERAL GENERATOR  
Address: 410 FOREST ST MARLBORO  
Supervisor: KETH LONO  
Phone: 508-410-1810 Email: \_\_\_\_\_  
Position Title: GENERATOR TEC Dates Employed: 2011-2014  
Responsibilities: ~~TECH~~ LEAD FIELD TECH  
Salary: 60K Reason for Leaving: WORK SLOWED DOWN

\*\*\*\*\*

Employer: Liberty Engine Parts  
Address: 75 East Worcester St. Worcester MA  
Supervisor: AL  
Phone: 508-792-4600 Email: \_\_\_\_\_  
Position Title: SALESMAN Dates Employed: 2011-2014  
Responsibilities: Phone sales / visit customers Deliver Part  
Salary: 55K Reason for Leaving: more Hours AND like to work out side

\*\*\*\*\*

*Include resume for additional work history.*

May we contact your present employer?

☐ Yes

☒ No

#### REFERENCES

Please provide the names, addresses, telephone numbers, email addresses (if available) of three references who are neither related to you nor previous employers.

1. Josh GALANT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Corey Schenot \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Aick ANTANVICA \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Town of Leicester does not discriminate in hiring or employment on the basis of race, color, religious creed, national origin, sex, ancestry, sexual orientation, or on the basis of age or disability, as defined by law. No question on this application is intended to secure information to be used for such discrimination. This application will be given every consideration, but its receipt does not imply that the applicant will be employed.

It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liabilities.

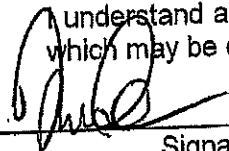
**Applicant's Statement** *(Please read carefully before signing.)*

I certify that answers given herein are true and complete to the best of my knowledge and I understand that any false or misleading answers or any omission or concealment of facts will disqualify me from consideration for employment or may result in my immediate discharge.

I hereby understand and acknowledge that unless otherwise defined by applicable law or collective bargaining agreement, any employee relationship with the Town of Leicester is of an "at will" nature and that no employment contract rights have been created. I understand and agree that this means the employee may resign at any time, for any reason, with or without advance notice and the employer may discharge the employee at any time, with or without cause and with or without advance notice. It is further understood that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of the Town of Leicester.

My purpose in filling out this application is to obtain the job for which I am applying, and I am available and willing to accept the position if it is offered to me.

I understand also, that I am required to abide by all rules and regulations of the employer, which may be changed without notice at the discretion of the Town.



Signature of Applicant

6-19-19

Date

For Personnel Department Use Only

Arrange Interview: ☐ Yes ☐ No

Remarks: \_\_\_\_\_

\_\_\_\_\_

Employed: ☐ Yes ☐ No Date of Employment: \_\_\_\_\_

Job Title: \_\_\_\_\_ Department: \_\_\_\_\_

Hourly Rate/Salary: \_\_\_\_\_

# Nicholas Daigle

200 Main Street, Suite 200

## Professional References

Joshua Galant 501

Corey Scheent 501

John Norwark 501

Rick Antanvian 501

# Nicholas Daigle

Shop Equipment Foreman MA 01502

Honest respectful team player that has great integrity and able to adapt to all work environments. Motivated and organized individual with the ability to support team members and expand clientele using professional communication, excellent cooperation, and customer service skills

## CORE SKILLS AND KNOWLEDGE

- Knowledge of work planning, scheduling and other supervisory activities
- Strong understanding of equipment capabilities and safety requirements.
- Clear perspective of maintenance and repair issues in the industry
- Planning and management experience
- Inventory management experience
- Excellent face to face communication

## PROFESSIONAL EXPERIENCE

**Shop Equipment Foreman**  
Gary Rice Shop Equipment

**2014-Present**  
Paxton MA

- Install automotive and commercial lifts
- Bulk Oil system
- Waste oil recovery and bulk tank storage
- Set up and schedule jobs
- Use of Ariel Lifts
- Conduct maintenance, troubleshooting and startup of new equipment
- Manages the repair and maintenance of company owned and customer equipment to include the organization of yard
- Prepares work schedules and handles service calls to meet customer needs and assure that equipment is available as required.
- Orders parts in order to maintain adequate supplies.

**Lead Field Tech**  
ASNE Generac Generator

**2011-2014**  
Worcester, MA

- Scheduled maintenance, troubleshooting and repaired of standby power equipment at Commercial and Telecommunication Sites
- Set up of portable generators
- Managed and scheduled over 12 employees
- Troubleshoot, repaired and maintained engines used in standby power equipment such as electric generators and industrial machinery
- Maintained spare parts inventory on trucks
- Kept service vehicle clean and neat
- Conducted maintenance and startup of new equipment
- Performed load banking and repaired of standby power generators and automatic transfer switches at Data Centers



**Inside Sales Associate**  
**Liberty Engine Parts**

**2011-2014**  
**Worcester, MA**

- Looked up stock numbers and Inventory for parts in catalogs or on computers for customers
- Determined replacement parts by inspecting old parts or listening to customers' descriptions warranties
- Received and filled telephone orders for parts
- Filled customer orders from stock
- Prepared sales slips or sales contracts
- Advised customers on substitution or modification of parts when exact replacement is not available
- Discussed use and features of parts
- Demonstrated equipment to customers and explained its functioning.

**EDUCATION AND CERTIFICATIONS**

Commercial Driver License CDL B  
Generac Industrial Certified  
ASE Master Tech Automotive

## **FY20 Reappointments**

- ADA Coordinator (1 year) – David Genereux
- Agricultural Commission (3 years)– Matthew Soojian, Susan Sears (alternate)
- Bandstand Committee (3 years) – Paul Fontaine
- Capital Improvement Planned Committee (3 years) – Dawn Marttila
- Central Mass Resource Recovery Committee (1 year) – David Genereux
- Chief Procurement Officer (1 year) – David Genereux
- Constable (1 year) – Elizabeth Henry
- Economic Development Committee Alternate (1 year) – Sarah Miller
- Health Insurance Advisory Committee Town Government Rep (1 year) – Allison Lawrence
- Health Insurance Advisory Committee Paraprofessional Union Rep (1 year) – Elizabeth Cooper
- LEPC (1 year) – Stephen Paretti, Conservation
- Special Police Officer – Noellen Bousquet
- Town Counsel (1 year)



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



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

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

**Chief**  
**Kenneth M. Antanavica**  
[antanavica@leicesterpd.org](mailto:antanavica@leicesterpd.org)

June 25, 2019

To: Mr. David Genereux  
Town Administrator

Select Board  
Town of Leicester

From: Kenneth Antanavica  
Chief of Police

Re: Special Police Officer Re-appointments:

The LPD is requesting one more Special Police Officers for re-appointment, her name is Noellen Bousquet and is a Becker College P.O. who also performs female prisoner searches for LPD.

Respectfully requested,

Kenneth Antanavica  
Chief of Police

RECEIVED JUN 26 2019

# Inquiry Reponse No Response

Board Name	AppName
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
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: 60 LAKE SARGENT DRIVE WORK TEL. \_\_\_\_\_

LEICESTER MA 01524

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

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

- |   |  |
|---|--|
| <input type="checkbox"/> Advisory/Finance Committee         | <input 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
<b>Signature of Applicant</b>		<b>Date</b>

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



Leicester Historical Society  
40 Winslow Avenue  
Leicester, Massachusetts 01524

Dear Mr. Genereaux,

The Leicester Historical Society would like to open a donation account to pay the expenses for the operation of the Swan Tavern, 1 Paxton Street, Leicester.

Enclosed is a check for \$500.00 to begin the account.

Thank you for your help in this matter,

*Diane L. Calvano*

Diane L. Calvano

President

Leicester Historical Society

### **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



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

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

Date Submitted 6/17/19

Business Name <u>Davis Auto Repair Inc</u>	Applicant Name <u>Scott Stewart</u>
Type of Business <u>Auto Repair</u>	Applicant Address _____
Manager <u>Scott Stewart</u>	Applicant Phone _____
Business Address <u>1055 Main St Leicester MA 01524</u>	Are you a US Citizen? Yes or No
Business Phone <u>508 892 4863</u>	Are you a permanent resident? Yes or No

	Permit Type	Issued By	Approval Date		Permit Type	Issued By	Approval Date
<b>Zoning (Town Hall, 1st Fl.)</b>				<b>Fire Dept (must call)</b>			
508-892-7003	<u>OK</u>	<u>J.T.</u>	<u>6-17-19</u>	508-892-7022	<u>N/A per H. Wilson</u>		
Kelly Conroy				Leave a message			
notes:				notes:			
<b>Planning (Town Hall, 1st Fl.)</b>				<b>Code (Town Hall, 1st Fl.)</b>			
508-892-7019	<u>N/A</u>	<u>J.T.</u>	<u>6-17-19</u>	508-892-7003	<u>OK</u>	<u>J.T.</u>	<u>6-17-19</u>
Wanda Merced				Kelly Conroy			
notes:				notes:			
<b>Conservation (Town Hall, 1st Fl.)</b>				<b>Gas/Plumbing (Town Hall, 1st Fl.)</b>			
508-892-7007	<u>N/A</u>	<u>J.T.</u>	<u>6-17-19</u>	508-892-7003	<u>OK</u>	<u>J.T.</u>	<u>6-17-19</u>
Wanda Merced				Kelly Conroy			
notes:				notes:			
<b>Assessor (Town Hall, 2nd Fl.)</b>				<b>Electrical (Town Hall, 1st Fl.)</b>			
508-892-7001	<u>N/A per Kathy</u>			508-892-7003	<u>OK</u>	<u>J.T.</u>	<u>6-17-19</u>
Kathy Asquith				Kelly Conroy			
notes:				notes:			
<b>Tax Collector (Town Hall 2nd Fl.)</b>				<b>Health (Town Hall, 1st Fl.)</b>			
508-892-7004	<u>N/A</u>	<u>WM</u>	<u>6-26-19</u>	508-892-7008	<u>N/A</u>	<u>J.T.</u>	<u>6-17-19</u>
Melanie Rajaniemi				Kelly Conroy			
notes:				notes:			
<b>Police Dept (90 S. Main St.)</b>				<b>Town Clerk (Town Hall, 2nd Fl.)</b>			
508-892-7010 x2005	<u>updated info</u>			508-892-7011 (SECOND TO LAST)	<u>DBA</u>	<u>OKO</u>	<u>6/17/19</u>
Sheila Gaffney				Deborah Davis			
notes:				notes:			
<b>Select Board (Town Hall, 2nd Fl.)</b>				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)	<u>OK</u>	<u>KOF</u>	<u>6/18/19</u>				
Kristen Forsberg							
notes:							



## TOWN OF LEICESTER VEHICLE LICENSE APPLICATION

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for the following license(s):

Class I \_\_\_\_\_ Class II \_\_\_\_\_ Class III \_\_\_\_\_ Motor Vehicle Repair Shop ☒ <sup>License Transfer</sup> Auto Body Repair Shop \_\_\_\_\_

1. Business Name Davis Auto Repair Inc  
Business Address 1655 Main St Leicester MA 01524  
Business Phone 508 892 4263 Cell phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email address \_\_\_\_\_

2. Is the above business an individual, co-partnership, an association or a corporation? Corporation

3. If an individual: State full name Scott J Stewart Home Phone 508 667 2648  
Residential Address 13 Bell St Spencer MA 01562

4. If a co-partnership, state full names and residential addresses of the persons composing it.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President Scott Stewart  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_

6. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? No

If so, is your principal business the sale of new motor vehicles? \_\_\_\_\_

Is your principal business the buying and selling of second hand motor vehicles? \_\_\_\_\_

Is your principal business that of a motor vehicle junk dealer? \_\_\_\_\_

If not, what is your principal business on this site? Auto Repair

How many vehicles will be for sale on the site? \_\_\_\_\_

Where will the vehicles be parked? \_\_\_\_\_

Hours of operation for sale of motor vehicles \_\_\_\_\_

Business hours (if vehicle sales are not your principal business) \_\_\_\_\_

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

All previously allocated areas of Davis Auto Repair Inc  
will be used in the same manner as previous

8. Are you a recognized agent of a motor vehicle manufacturer? \_\_\_\_\_

NO

(Yes or No)

If so, state name of manufacturer \_\_\_\_\_

9. Have you a signed contract as required by Section 58, Class 1? \_\_\_\_\_

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? \_\_\_\_\_

NO

(Yes or No)

If so, list City/Town \_\_\_\_\_

Did you receive a license? \_\_\_\_\_ For which year(s)? \_\_\_\_\_

(Yes or No)

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? \_\_\_\_\_

NO

(Yes or No)

If so, explain why \_\_\_\_\_

Sign your name in full \_\_\_\_\_

(Duly authorized to represent the concern herein mentioned)

Home Address \_\_\_\_\_

Home Phone \_\_\_\_\_

### IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS  
HEREIN MAY RESULTS IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT  
REVOCATION OF YOUR LICENSE IF ISSUED.

Note: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

### APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application after investigation \_\_\_\_\_

(Approved or Disapproved)

License No. \_\_\_\_\_ granted \_\_\_\_\_ 20 \_\_\_\_\_

Fee \$ \_\_\_\_\_

Signed \_\_\_\_\_

**AGREEMENT FOR PAYMENT IN LIEU OF REAL AND PERSONAL PROPERTY TAXES  
UNDER M.G.L. c. 59, § 38H(b)**

**THIS AGREEMENT FOR PAYMENT IN LIEU OF REAL AND PERSONAL PROPERTY TAXES UNDER M.G.L. c. 59, § 38H(b)** (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2019 by and between **Antanavica Solar, LLC** (“Developer”), a Delaware limited liability company duly authorized to do business within the Commonwealth of Massachusetts, and the **TOWN OF LEICESTER**, a municipal corporation duly established by law and located in Worcester County, Commonwealth of Massachusetts (the “Town”). Developer and the Town may also be referred to collectively as the “Parties” and individually as a “Party.”

**WHEREAS**, Developer plans to build, own and operate a solar photovoltaic facility, anticipated to have an estimated nameplate capacity of approximately 1.382 megawatts (“MW”), direct current (“DC”), and 0.995 MW, alternating current (“AC”), (such facility, as further defined below, the “Project”), in accordance with a Lease by Developer of a portion of that certain real property located at 9 McNeil Highway, Leicester, MA 01524, Parcel ID Number 17 A8.4 0 (the “Property”), owned by The Antanavica 2012 Realty Trust U/D/T 11/08/2012 (“Property Owner”)( the Property Leased by Developer from Property Owner is described in further detail in Exhibit A attached hereto); and

**WHEREAS**, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of real and personal property taxes for the Project in accordance with G.L. c.59, § 38H(b), and any and all applicable regulations promulgated pursuant thereto; and

**WHEREAS, the Parties have reached this Agreement after good faith negotiations; and**

**WHEREAS**, except as provided herein, the Parties intend that, during the term of the Agreement, Developer will not be assessed for real and personal property taxes for the Project, and this Agreement will provide for the exclusive payment in lieu of such taxes during the term hereof.

**NOW THEREFORE**, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Payments in Lieu of Real and Personal Property Taxes.** Developer agrees to make annual payments to the Town in lieu of real and personal property taxes attributable to the Project for a period of twenty (20) consecutive fiscal years (July 1-June 30). Each annual payment will be in the amount of

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\$12,000 per MW (DC). Assuming a Project nameplate capacity of 1.382 MW (DC) and 0.995 MW (AC), annual payments shall be as set forth in Exhibit B (each, an “Annual Payment”), which are subject to adjustment under Paragraph 2 for changes in such capacity. Each Annual Payment will be paid on a fiscal year basis in four (4) equal (or, in the Town's reasonable discretion, in order to conform payments to the Board of Assessor's valuation of the Project, slightly unequal) quarterly installments, each of which shall be due on or before August 1, November 1, February 1, and May 1 (each a “Quarterly Payment Date”) of each fiscal year. Each quarterly payment amount and due date will be noted on a tax bill to be issued by the Town to the Developer, provided that any failure of the Town to issue such a bill shall not relieve Developer of its obligation to make timely payments hereunder, and provided further that if no bill is issued, Developer shall be in compliance with its payment obligations if it makes all quarterly installments (for which no bill has been issued by the Town) in equal installments by the dates aforesaid.

Annual Payments shall commence (the “Commencement” Date) on the date on which the Project has received written notice from the utility authorizing Developer to activate and operate the Project. Within thirty (30) business days of receiving such notice, Developer shall so notify the Town in writing. The last payment under this Agreement shall occur on the 20th anniversary of the Commencement Date, unless this Agreement is terminated sooner in accordance with its terms.

Other than as provided in Paragraph 2, Developer agrees that the Annual Payments will not be reduced for any reason (including without limitation on account of a depreciation factor, revaluation or reduction in the Town's tax rate, or legislative action fixing or otherwise setting taxes or payments in lieu thereof for photovoltaic solar facilities), and the Town agrees that the Annual Payments will not be increased (including without limitation on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage beyond that anticipated by the Parties).

Developer hereby waives, during the term of this Agreement, any rights it may have otherwise had in the absence of this Agreement to seek, for any reason and in any forum, an abatement or reduction of real and personal property taxes assessed for the Project, and therefore, hereby waives any such rights with respect to any payments in lieu of real and personal property taxes assessed in accordance with the provisions of this Agreement.

2. Adjustments to Annual Payments. Adjustments to Annual Payments shall be made, if at all, only in accordance with this Paragraph 2.

- a. DC Nameplate Capacity Charges. If, as of the date Developer receives from the local electric utility authorization to interconnect and commence operations of the Project (the “Commercial Operations Date”), the installed DC nameplate capacity of the Project (the “DC Capacity”) is more or less than the DC Capacity set forth above, the Annual Payments

reflected in Exhibit B shall be increased (if more) or decreased (if less) by the unit price described in Exhibit B. If after the Commercial Operations Date, as a result of the addition, replacement or enhancement of Project equipment, improvements or other property, the DC Capacity is increased, the Annual Payments shall be increased for each KW increase in DC Capacity.

- b. Notice of Commercial Operations Date and Changes in Capacity. Within fourteen (14) days following the Commercial Operations Date, Developer shall provide written notice to the Town certifying such date and the DC Capacity and AC Capacity of the Project as installed as of that date. Within fourteen (14) days of the addition, replacement, or enhancement of Project equipment, improvements or other property resulting in a change in either (or both) AC Capacity or DC Capacity, Developer shall provide written notice to the Town describing, in reasonable detail, the equipment, improvements or other property added, replaced, or enhanced; the resulting change in AC/DC Capacity; and a proposed adjustment to Annual Payments in accordance with Paragraph 2.

3. Inventory. Attached to this Agreement as Exhibit C is a preliminary, itemized inventory prepared by Developer (the "Inventory") of the improvements, equipment and other property anticipated to be incorporated in the Project, along with the estimated nameplate capacity (DC and AC) of the Project and estimated annual production of electricity (in kilowatt hours) to be generated by the Project. Only property necessary or incidental to the production of electricity shall be included in the Project. Notwithstanding anything to the contrary in this Agreement, the Project, and thus the Annual Payments hereunder, shall not include (i) buildings or, (ii) excluding the Project and the Inventory, fixtures and improvements constituting "Real Property," as defined in M.G.L. c. 59, §2A(a).

Within sixty (60) days after the Project is installed, Developer shall notify the Town in writing that the installation is complete. Within thirty (30) days after the Commercial Operations Date, Developer shall propose an updated Inventory if different from the Inventory in Exhibit C. Within thirty (30) days after the Town's receipt of such notification, the Parties will agree on an updated Inventory. In the event the Parties are unable so to agree in such 30-day period, the Town shall, at its sole election, reasonably determine the updated Inventory, or assess taxes for such portions of the Project that are not included in the Inventory in as if this Agreement did not exist. Developer will update the Inventory annually as of January 1 of each year, and an updated written Inventory, referred to as an Annual Inventory Update, will be provided to the Town on or before February 1 of each year. The Town, its officers, employees, consultants, agents and attorneys will have the right periodically, during normal business hours and upon reasonable advance notice to Developer, to inspect the Project and review documents in possession of Developer that relate to the Project

and the Inventory to verify the Inventory and Developer's compliance with this Agreement.

In addition, the Developer shall, upon signing this Agreement, provide the Town with a copy of Developer's interconnection application filed with the local electric utility (or if such application has not been filed, within fourteen (14) days after it is filed), and a copy of its interconnection agreement with such utility within fourteen (14) days after it has been signed by the utility and Developer, or, if such interconnection agreement has already been executed as of the execution of this Agreement, within a commercially reasonable timeframe subsequent thereto. Developer shall also provide the Town any future amendments to such application or interconnection agreement within fourteen (14) days after the amendments to the application are filed by the Developer and the amendments to the interconnection agreement are signed by the utility and Developer.

4. Payment Collection. In addition to such rights and remedies available in this Agreement, all statutory rights and remedies available to the Town for the collection of taxes shall also be available to the Town for the collection of Annual Payments hereunder, including, but not limited to, the rights and remedies provided in G.L. c. 59 and G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. Accordingly, for example, if and to the extent deemed necessary by the Town for assessment or collection of Annual Payments, the Project may, at the Town's election, be deemed personal property unintentionally omitted from annual assessment under G.L. c. 59, § 75, or "Real Property," as defined in G.L. c. 59, § 2A(a). All late payments shall accrue interest at 14 percent per annum. Furthermore, if Developer breaches its payment obligations under this Agreement, Developer shall pay the reasonable attorneys' fees, court and other costs incurred by the Town in the collection of the unpaid amounts.

5. Tax Status. The Town agrees that during the term of this Agreement, the Town will not assess Developer for any real or personal property taxes for the Project, and the Town agrees that this Agreement will exclusively govern the payments of such taxes (and payments in lieu of such taxes) that Developer will be obligated to make to the Town with respect to the Project.

Notwithstanding the foregoing or anything to the contrary in this Agreement, upon the expiration or earlier termination of this Agreement, the Town shall not be bound by any valuation/payment amount, schedule or formula set forth in this Agreement in the assessment of future taxes for the Project after the date of such expiration or termination.

6. Assignment. Developer shall not assign this Agreement in whole or in part without the advance written consent of the Town, which shall not be unreasonably withheld, except that Developer may (i) collaterally assign the Agreement to an entity providing financing for construction, operation or

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maintenance of the Project with advance written notice to the Town, provided that Developer shall not be relieved of its obligations hereunder; or (ii) with advance written notice to the Town, assign the Agreement to an entity no less creditworthy than Developer to whom Developer has sold or transferred all its interests in the Project, provided that, upon an assignment under clause (ii), Developer shall be deemed as having represented and warranted to the Town that the assignee has the financial ability to comply with all obligations of Developer hereunder.

7. Invalidity. The Parties understand and agree that this Agreement shall be void and unenforceable if (a) this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void, or unenforceable; (b) Developer is determined or declared by a court or agency of competent jurisdiction to not be a "generation company" or "wholesale generation company" as those terms are used and/or defined in G.L. c. 59 § 38H(b), and G.L. c. 164 § 1; and/or (c) this Agreement has not been approved by ~~Town Meeting~~the Board of Selectmen. In the event this Agreement is declared void in accordance with this Paragraph 7, any payments due and/or made to the Town before the date of such declaration shall be and remain property of the Town, and to the extent permitted by law, shall be deemed full satisfaction of the taxes in lieu of which they were made.

8. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by mail in a manner of delivery that results in a confirmation of receipt, such as certified mail or federal express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: Developer

Cypress Creek Renewables  
Antanavica Solar, LLC  
3402 Pico Boulevard  
Santa Monica, CA 90405  
Attn: Noah HYTE

To: Town of Leicester

Town Administrator  
3 Washburn Sq.  
Leicester, MA 01524

and

Board of Assessors  
3 Washburn Sq.  
Leicester, MA 01524



Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

9. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of The Commonwealth of Massachusetts without regard to the law of "conflicts of laws." The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of The Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Venue for all actions brought hereunder shall be (solely) the state courts located in Worcester County, Massachusetts, or if different, the county in which the Town is located. Developer agrees to accept service of process, including civil complaints, by certified mail at the address indicated in Paragraph 8 (Notices).

10. Force Majeure. As used herein, an event of Force Majeure is an event beyond the reasonable control of the Parties, and includes, without limitation, the following events:

- a. Acts of god including floods, winds, storms, earthquake, fire or other natural calamity;
- b. Acts of War or other civil insurrection or terrorism; or
- c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

In the event that a Force Majeure occurs during the term of this Agreement that renders the Project wholly or substantially unable to produce electricity for a period of more than ninety (90) days, Developer may, at its election, terminate the Agreement following expiration of such 90-day period by written notice to the Town, provided that such termination shall be effective no earlier than the end (June 30) of the fiscal year in which said notice is received by the Town, and provided further that the Project will thereafter be assessed and taxed as if this Agreement does not exist.

Notwithstanding the foregoing or any Force Majeure event, Developer shall continue to make Annual Payments without abatement or reduction until this Agreement is terminated, if at all, in accordance with this Paragraph 10.

11. Certification of Tax Compliance. Pursuant to G.L. c. 62C, § 49A, Developer by its duly authorized representative, certifies under pains and penalties of perjury that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

12. Covenants, Representations and Warranties of Developer.

- a. During the term of the Agreement, Developer will not do any of the following:

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1. convey by sale, lease, assignment or otherwise any interest in the Property or Project to any tax-exempt entity or organization, including without limitation a charitable organization pursuant to G.L. c.59, § 5 (Clause Third);
2. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement;
3. seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, and Developer hereby waives, during the full term of this Agreement, any rights it may have otherwise had to seek such an abatement or reduction; or
4. seek to amend or terminate this Agreement on account of the enactment of any law or regulation or a change in any existing law or regulation the intent or effect of which is to fix or limit in any way the method for calculating payments-in-lieu-of-taxes for renewable energy facilities.

b. Developer represents and warrants:

1. It is a limited liability company duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.
2. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.
3. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.
4. The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.
5. Developer is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c. 59, § 38H(b) and G.L. c. 164§ I.
6. Developer does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59, § 5(16)(3).

7. The documents and information furnished by Developer to the Town in connection with this Agreement, including but not limited to the Inventory and any update thereto, is true, accurate and complete in all material respects.

8. The performance of Developer's obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Developer is a party or to which Developer is otherwise bound.

13. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project, and that there are no third party beneficiaries to this Agreement.

14. Termination by Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement on thirty (30) days written notice to Developer if:

- a. The Developer fails to make timely payments required under this Agreement, unless such payment is received by the Town within the 30-day notice period with interest as stated in this Agreement, provided, however, that the Town may nonetheless terminate this Agreement if such failure occurs more than three times in any rolling 365-day period, even if each such failure is cured within the 30-day notice period;
- b. The Developer has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;
- c. The Developer otherwise materially breaches this Agreement, unless such breach is cured within the 30-day notice period, including payment to the Town of any damages arising from such breach, provided, however, that the Town may nonetheless terminate this Agreement if Developer materially breaches this Agreement more than three times in any rolling 365-day period, even if each such breach is cured within the 30-day notice period; and/or
- d. The Developer's representations set forth in Paragraph 12 were untrue, inaccurate, or incomplete in material respects at the time they were made.

15. Payment of Town Costs. Upon execution of this Agreement, the Developer shall pay the Town by bank or certified check, or wire transfer, the lump-sum minimum amount of \$ \_\_\_\_\_ representing payment of costs and expenses, including attorneys' fees, incurred by the Town in the negotiation of this Agreement.

16. Developer's federal tax identification number: 82-2852127.

Executed under seal by the undersigned as of the day and year first written above, each of whom

represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF LEICESTER

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

Name:

Title:

Date:

Antanavica Solar, LLC

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

Name:

Title:

Date:

## **EXHIBIT A**

### **Legal Description of the Property \_**

A certain parcel of land located at 1749 Main Street Leicester, Worcester County, Massachusetts, consisting of approximately 44.576 acres shown on Plan Book 710, Plan 122, but excluding the premises as described in a Deed from Susan Ushinski to Michael A. Menard and Lisa J. Leno dated November 17, 1998 and recorded in Worcester District Registry of Deeds in Book 19393, Page 264 and further shown as Lot A on Plan recorded at Worcester District Registry of Deeds in Plan Book 721, Plan 108. Meaning and intending to convey approximately 38.5 acres of land.

## EXHIBIT B

### Annual Payments Schedule

Estimated System Size: 1.382 MW (DC)

	Annual Amount per MW (DC)	Annual Amount
1	\$ 12,000.00	\$ 16,584.000
2	\$ 12,000.00	\$ 16,584.000
3	\$ 12,000.00	\$ 16,584.000
4	\$ 12,000.00	\$ 16,584.000
5	\$ 12,000.00	\$ 16,584.000
6	\$ 12,000.00	\$ 16,584.000
7	\$ 12,000.00	\$ 16,584.000
8	\$ 12,000.00	\$ 16,584.000
9	\$ 12,000.00	\$ 16,584.000
10	\$ 12,000.00	\$ 16,584.000
11	\$ 12,000.00	\$ 16,584.000
12	\$ 12,000.00	\$ 16,584.000
13	\$ 12,000.00	\$ 16,584.000
14	\$ 12,000.00	\$ 16,584.000
15	\$ 12,000.00	\$ 16,584.000
16	\$ 12,000.00	\$ 16,584.000
17	\$ 12,000.00	\$ 16,584.000
18	\$ 12,000.00	\$ 16,584.000
19	\$ 12,000.00	\$ 16,584.000
20	\$ 12,000.00	\$ 16,584.000

## EXHIBITC

### Expected inventory of major system components

Description	Total Count
REC Peak Energy 72 Series Modules	4,320
Terrafarm Racking	664
Huawei Sun2000 25kw String Inverters	40
Energy Storage	N/A
Transformers	1
DAS	1



EMPLOYMENT AGREEMENT  
BETWEEN  
TOWN OF LEICESTER  
AND

Patricia Dykas  
ANIMAL CONTROL OFFICER

AGREEMENT made this 15<sup>h</sup> day of July, 2019 between the Town of Leicester, a duly authorized municipal corporation in Massachusetts in the County of Worcester, acting by and through its SELECT BOARD (hereinafter the “Town”) in accordance with Massachusetts General Laws Chapter 41, §108N and Section 4 of Chapter three of the Town’s General Bylaws and NAME (hereinafter the “ANIMAL CONTROL OFFICER”).

1. **DUTIES**: The ANIMAL CONTROL OFFICER shall be responsible to and work under the direction of the Board of Selectmen, through the Town Administrator, under applicable Massachusetts General Laws, and the Town’s By-laws and rules and regulations. The ANIMAL CONTROL OFFICER’s duties shall include but not be limited to those duties and responsibilities described in the attached position description.

2. **TERM**: The term of this Agreement shall begin July 15, 2019 and shall terminate on June 30, 2022. In accordance with Massachusetts General Laws Chapter 140, § 151 (a) this term of this agreement is subject to the annual appointment of the ANIMAL CONTROL OFFICER by the Select Board

For purposes of this Agreement, “year” shall mean a complete 52 week fiscal year beginning July 1 and ending June 30. Any benefits or compensation earned or accrued on a yearly or annual basis shall be prorated in accordance with the portion of the fiscal year that the ANIMAL CONTROL OFFICER is employed by the Town.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of the ANIMAL CONTROL OFFICER at any time, subject only to the provisions set forth in Section 9 of this Agreement.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the ANIMAL CONTROL OFFICER to resign at any time from his/her position with the Town, subject only to the provisions set forth in Section 10 of this Agreement.

3. **STIPEND:** The Town shall pay the ANIMAL CONTROL OFFICER an annual base stipend of Twenty Four Thousand Nine Hundred and Seventy-Seven Dollars (\$24,977) for all work provided under this agreement. For the time period of July 15, 2019 through June 30, 2022 the ANIMAL CONTROL OFFICER shall be paid the annual stipend less the portion of the annual stipend earned by the ANIMAL CONTROL OFFICER between July 1, 2019 and July 15, 2019. The stipend will be payable in installments at the same time as other employees of the Town are paid. Annually, upon a satisfactory performance appraisal, the Town Administrator shall recommend to the Select Board a base stipend increase between 0.0% and 3.0% for the ANIMAL CONTROL OFFICER.

4. **PERFORMANCE INCENTIVE STIPEND:** This stipend, which totals \$3,000 on past agreements, is hereby eliminated. The stipend is hereby, via this contract, included in the base stipend.

5. **PERFORMANCE EVALUATION:** Annually, the Town Administrator, under the direction of the Board of Selectmen, and the ANIMAL CONTROL OFFICER shall define such goals and objectives for the ANIMAL CONTROL OFFICER for the proper operation of the DEPARTMENT and for the attainment of the Board of Selectmen's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing and incorporated into an annual performance review tool developed by the Town Administrator. The goals shall generally be attainable within the time limits specified and within the appropriations provided in the annual operating and capital

budgets. The goals and objectives may be amended from time to time by the Town Administrator with proper notice to the ANIMAL CONTROL OFFICER.

At least thirty (30) days prior to the beginning of each fiscal year of this agreement, the Town Administrator shall conduct an annual performance review, which shall be based upon the accomplishment of duties and responsibilities defined in the position description, and goals and specific criteria pursuant to this section.

The ANIMAL CONTROL OFFICER and Town Administrator shall meet at least quarterly during the fiscal year to discuss his/her activities undertaken in connection with addressing the agreed goals and performance objectives.

Upon completion of the annual performance evaluation, the Town Administrator shall provide the ANIMAL CONTROL OFFICER and Board of Selectmen with a summary written statement of the findings and provide an adequate opportunity for the ANIMAL CONTROL OFFICER to discuss his/her evaluation with the Select Board.

6. **BENEFITS**: The ANIMAL CONTROL OFFICER shall be eligible for the Town's Health Insurance benefits. The Town shall pay 70% of the ANIMAL CONTROL OFFICER's annual premium, and the ANIMAL CONTROL OFFICER shall contribute 30% through payroll deductions. This provision will become effective 30 days after the approval of this document by the Board of Selectmen. The ANIMAL CONTROL OFFICER is not eligible for additional benefits.

The ACO will notify the Town by March 1st of each year as to whether they will be taking Health Insurance from the Town during the ensuing fiscal year. If the ACO elects not to take health insurance, the ACO will be eligible to be paid, in addition to all other compensation, an amount equal to the Town's portion of the annual health insurance premium for the lowest cost single person plan offered. This amount shall be paid with the base stipend in equal bi-weekly payments through the standard payroll process less all legal deductions.

7. **HOURS OF WORK/JOB PERFORMANCE**: The ANIMAL CONTROL OFFICER agrees to provide all necessary hours in performing the services of this position as defined in the position description. The ANIMAL CONTROL OFFICER will respond to calls 24 hours a day and seven days a week. During all hours of his/her employment the ANIMAL CONTROL OFFICER will devote his/her best efforts to his/her duties and shall perform her duties in a competent and professional manner. The nature of the calls for service shall determine the appropriate time for response by the ANIMAL CONTROL OFFICER, subject to the direction of the Town Administrator. However, all calls for service shall be responded to within a maximum time of eight (8) hours.

The Town and the ANIMAL CONTROL OFFICER recognize the nature of this position requires services to be provided 24 hours a day and seven days a week. The Town and ANIMAL CONTROL OFFICER further recognize that it is unlikely for one person to perform these duties 365 days per year. Therefore, the ANIMAL CONTROL OFFICER must notify the Town one week in advance of any period that the ANIMAL CONTROL OFFICER will be unavailable to perform the required duties. This however, does not provide any paid leave benefits to the ANIMAL CONTROL OFFICER.

8. **PROFESSIONAL DEVELOPMENT**: The ANIMAL CONTROL OFFICER shall be given opportunities to develop her skills and abilities. Accordingly, the ANIMAL CONTROL OFFICER shall be allowed to attend courses, seminars and meetings which are approved in advance by the Town Administrator. The Town may, in its discretion, pay for the cost of such programs. If the Town requires the ANIMAL CONTROL OFFICER to attend any course, seminar or meeting, the Town shall pay for the cost of such programs and for travel and subsistence expenses, incurred by the ANIMAL CONTROL OFFICER in attending such programs.

9. **GENERAL EXPENSES**: The ANIMAL CONTROL OFFICER shall be reimbursed for any reasonable and necessary expenses incurred in the performance of his/her official duties. The Town shall provide a suitable vehicle to enable the ANIMAL CONTROL OFFICER to carry out his/her official duties.

10. **TERMINATION:** This Agreement may be terminated by either party as provided below:

(a) By mutual written agreement, signed by the Select Board and the ANIMAL CONTROL OFFICER, upon such terms and conditions as may be acceptable to both parties at the time of termination; or

(b) By majority vote of the Select Board. The Town may terminate this Agreement and remove the ANIMAL CONTROL OFFICER for just cause by vote of a majority of the members of the Board after written notice and hearing. Such hearing shall be closed, unless either the Board or the ANIMAL CONTROL OFFICER request that such hearing be open to the public. In the event of such removal for just cause, the Town shall have no obligation to pay any severance sum.

(c) In the event the Town wishes to terminate this Agreement without cause, the Town shall give the ANIMAL CONTROL OFFICER not less than three (3) months' prior written notice of termination of the Agreement and shall provide severance pay equal to three (3) months' stipend to the ANIMAL CONTROL OFFICER. Said sum to be paid as a lump sum at the time of termination.

(d) By the ANIMAL CONTROL OFFICER upon forty-five (45) days' written notice to the Board. Until the effective date of termination under such circumstances, the ANIMAL CONTROL OFFICER shall continue to perform her duties and shall, if requested, cooperate with the Board in a search for a successor.

11. **NOTICES:** Notices pursuant to this Agreement shall be given by first-class mail, postage prepaid, addressed as follows:

TOWN: Town Administrator  
Town of Leicester  
Town Hall  
3 Washburn Square  
Leicester, MA 01524

ANIMAL CONTROL OFFICER: Patricia Dykas  
305 River Street  
Leicester, MA 01524

unless either party hereafter informs the other party in writing of a change of address.

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as the postage mark of such written notice as sent by first-class mail.

12. **GENERAL PROVISIONS:**

Completeness of Agreement. This AGREEMENT contains all the terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, will be deemed to exist or to bind either of the parties to the AGREEMENT. No representative of any party to the AGREEMENT had or has any authority to make any representation or promise not contained in the AGREEMENT, and each of the parties to the AGREEMENT acknowledges that such party has not executed the AGREEMENT in reliance upon any such representation or promise. This AGREEMENT cannot be modified except by a written instrument signed by both parties.

Severability. If any portion or provision of this AGREEMENT is held unconstitutional, invalid, or unenforceable, the remainder of the AGREEMENT will be deemed severable, will not be affected, and will remain in full force and effect.

Interpretation of Agreement. The AGREEMENT will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

Employee Status. For purposes of the Fair Labor Standards Act, the ANIMAL CONTROL OFFICER shall be deemed an exempt employee.

THIS EMPLOYMENT AGREEMENT with the ANIMAL CONTROL OFFICER is executed  
as a sealed instrument.

ANIMAL CONTROL OFFICER

THE TOWN OF LEICESTER  
Acting by and through its  
SELECT BOARD

---

Patricia Dykas

---

Sandra Wilson  
Chair

---

Harry Brooks  
Vice Chair

---

Rick Antanavica  
2<sup>nd</sup> Vice Chair

---

John Shocik  
Member

---

Dianna Provencher  
Member

EMPLOYMENT AGREEMENT BETWEEN  
TOWN OF LEICESTER  
AND  
JEFFREY TAYLOR  
INSPECTOR OF BUILDINGS/ZONING ENFORCEMENT OFFICER

(2019)

AGREEMENT made this 15th day of July, 2019 between the Town of Leicester, a duly authorized municipal corporation in Massachusetts, acting by and through its SELECT BOARD (hereinafter the "Board" or "Town") in accordance with Section 4 of Chapter 3 of the Town's General Bylaws, and Jeffrey Taylor (hereinafter the "Inspector of Buildings/Zoning Enforcement Officer."

WITNESSETH:

WHEREAS, the Town desires to employ the services of said Jeffrey Taylor as Inspector of Buildings/Zoning Enforcement Officer of the Town of Leicester;

WHEREAS, the Board, in accordance with Section 4 of Chapter 3 of the Town's General By-laws, may contract with the Inspector of Buildings/Zoning Enforcement Officer for such services;

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Inspector of Buildings/Zoning Enforcement Officer;

WHEREAS, it is the desire of the Board to retain the services of the Inspector of Buildings/Zoning Enforcement Officer;

WHEREAS, the Board has determined that the office of the Inspector of Buildings/Zoning Enforcement Officer shall be open for service to the public for at least 38 hours per week; and

WHEREAS, the Inspector of Buildings/Zoning Enforcement Officer, agrees to accept employment as Inspector of Buildings/Zoning Enforcement Officer of the Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DUTIES: The Inspector of Buildings/Zoning Enforcement Officer shall be responsible to and work under the direction of the Select Board, through the Town Administrator, under applicable Massachusetts General Laws, and the Town's By-laws and rules



and regulations. The Inspector of Buildings/Zoning Enforcement Officer's duties shall include but not be limited to those duties and responsibilities described in the attached position description.

2. TERM: The term of this Agreement shall begin July 1, 2019 and shall terminate on October 31, 2019, as the Inspector of Buildings/Zoning Enforcement Officer is anticipated to retire on that date.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of the Inspector of Buildings/Zoning Enforcement Officer at any time, subject only to the provisions set forth in Section 9 of this Agreement.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Inspector of Buildings/Zoning Enforcement Officer to resign at any time from his position with the Town, subject only to the provisions set forth in Section 9 of this Agreement.

3. SALARY: The Town shall pay the Inspector of Buildings/Zoning Enforcement Officer a weekly amount of \$1,050.77. This sum includes a 2% cola being offered non-union salaried staff as of July 1, 2019. The salary will be payable in installments at the same time as other employees of the Town are paid which is currently on a bi-weekly basis.

4. PERFORMANCE EVALUATION. The Town Administrator shall conduct a performance review during the contract period, which shall be based upon the accomplishment of duties and responsibilities defined in the position description, and the goals and objectives established by the Board and/or Town Administrator.

5. BENEFITS: Except as hereinafter provided or modified, all provisions of the Town's personnel policies and procedures and all general benefits provided to Town of Leicester employees under the General By-laws, under the Town Meeting action, or by state law, as they now exist or may hereafter be amended changed, shall apply to the Inspector of Buildings/Zoning Enforcement Officer. All requests for vacation leave, sick leave, and personal leave shall be made to the Town Administrator for consideration on forms provided for said purposes

Vacation Leave: The Inspector of Buildings/Zoning Enforcement Officer shall be eligible to accrue vacation leave at a rate of five (5) weeks annually. For this section a normal work week shall be defined as Monday through Thursday.

6. WORK SCHEDULE/JOB PERFORMANCE: The Inspector of Buildings/Zoning Enforcement Officer shall observe the following conditions regarding his work schedule:

(a) He shall work at least 32 scheduled hours per week during regular Town Hall business hours and shall be present in the office, unless on assignment, said hours to remain constant during the contract period. The hours on site to for the Inspector shall be:

Monday: 8:00 am to 5:00 pm

Tuesday & Wednesday: 8:00 am to 4:00 pm

Thursday: 8:00 am to 3:00 pm

Failure of the Inspector of Buildings/Zoning Enforcement Officer to work these scheduled hours for the Town shall result in disciplinary action up to and including termination;

(b) Inspections or required visits to agencies shall be scheduled and performed during the morning work hours;

(c) On work days when there are no scheduled inspections or agency visits, the Building Inspector/Zoning Enforcement Officer shall be present during scheduled office hours;

(d) In the event that the Building Inspector/Zoning Enforcement Officer is not available to maintain office hours on any given work day, the Building Inspector/Zoning Enforcement Officer shall notify the Town Administrator and provide the reason why to the Town Administrator.

(e) The Inspector of Building/Zoning Enforcement Officer will devote his best efforts to his duties and shall perform his duties in a competent and professional manner.

7. PROFESSIONAL DEVELOPMENT: The Inspector of Buildings/Zoning Enforcement Officer shall be given opportunities to develop his skills and abilities. Accordingly, the Inspector of Buildings/Zoning Enforcement Officer shall be allowed to attend courses,

seminars and meetings that are approved in advance by the Town Administrator without loss of vacation or other leave. The Town may, in its discretion, pay for the cost of such programs. If the Town requires the Inspector of Buildings/Zoning Enforcement Officer to attend any course, seminar or meeting, the Town shall pay for the cost of such programs and for travel and subsistence expenses, incurred by the Inspector of Buildings/Zoning Enforcement Officer in attending such programs.

8. GENERAL EXPENSES:

(a) Reimbursement of Expenses. The Inspector of Buildings/Zoning Enforcement Officer shall be reimbursed for any reasonable and necessary expenses incurred in the performance of his official duties.

(b) Use of Personal Vehicle. The Town shall pay the Inspector of Buildings/Zoning Enforcement Officer for his use of his personal vehicle and vehicle allowance of one thousand, three hundred and thirty three dollars (\$1,333.33) through the end of the contract period.

(c) Cell Phone. The Town shall provide the Inspector of Buildings/Zoning Enforcement Officer a cellular phone for Town Business use. The cell phone shall be the property of the Town and shall be returned to the Town upon termination of employment.

9. TERMINATION: This Agreement may be terminated by either party as provided below:

(a) Mutual Agreement. By mutual written agreement, signed by the Select Board and the Inspector of Buildings/Zoning Enforcement Officer, upon such terms and conditions as may be acceptable to both parties at the time of termination; or

(b) By majority vote of the Select Board.

(i) The Town may terminate this Agreement and remove the Inspector of Buildings/Zoning Enforcement Officer for just cause by vote of a majority of the members of the Board after written notice and hearing. Such hearing shall be closed, unless either the Board or the Inspector of Buildings/Zoning Enforcement Officer requests that such hearing be open

to the public. In the event of such removal for just cause, the Town shall have no obligation to pay any severance sum.

(ii) In the event the Town wishes to terminate this Agreement without cause, the Town shall give the Inspector of Buildings/Zoning Enforcement Officer not less than one (1) month prior written notice of termination of the Agreement and shall provide severance pay equal to three (3) months' salary to the Inspector of Building/Zoning Enforcement Officer. Said sum to be paid as a lump sum at the time of termination.

(c) By the Inspector of Buildings/Zoning Enforcement Officer upon forty-five (45) days' written notice to the Board. Until the effective date of termination under such circumstances, the Inspector of Buildings/Zoning Enforcement Officer shall continue to perform his duties and shall, if requested, cooperate with the Board in a search for a successor.

10. NOTICES: Notices pursuant to this Agreement shall be given by first-class mail, postage, addressed as follows:

TOWN:	Town Administrator Town of Leicester Town Hall 3 Washburn Square Leicester, MA 01524
BUILDING INSPECTOR/ZONING ENFORCEMENT OFFICER	Jeffrey Taylor 116 Town Farm Road Brookfield, MA 01506

Unless either party hereafter informs the other party in writing of a change of address.

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as the postage mark of such written notice as sent by first-class mail.

#### 11. GENERAL PROVISIONS:

(a) Completeness of Agreement. This AGREEMENT contains all the terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, will be deemed to exist or to bind either of the parties to the AGREEMENT. No representative of any party to the

AGREEMENT had or has any authority to make any representation or promise not contained in the AGREEMENT, and each of the parties to the AGREEMENT acknowledges that such party has not executed the AGREEMENT in reliance upon any such representation or promise. This AGREEMENT cannot be modified except by written instrument signed by both parties.

(b) Severability. If any portion or provision of this AGREEMENT is held unconstitutional, invalid, or unenforceable, the remainder of the AGREEMENT will be deemed severable, will not be affected and will remain in full force and effect.

(c) Interpretation of Agreement. The AGREEMENT will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

(d) Employee Status. For purposes of the Fair Labor Standards Act, the Inspector of Buildings/Zoning Enforcement Officer shall be deemed an exempt employee.

IN WITNESS WHEREOF, the Town of Leicester, Massachusetts, has caused this Agreement to be signed and executed in its behalf by the Chair of the Select Board and duly attested by its Town Clerk, and the Inspector of Buildings/Zoning Enforcement Officer has signed and executed this Agreement, both in duplicate.

TOWN OF LEICESTER  
Acting by and through  
Its Select Board

INSPECTOR OF BUILDINGS/  
ZONING ENFORCEMENT OFFICER

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Jeffrey Taylor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attest to Signature:

\_\_\_\_\_  
Town Clerk

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

50 Millbrook Street

508-756-5705

[FAX Number]

Plumbing services, installation, maintenance & repair in Town/School owned buildings. Note: This contract is issued as of July 15, 2019, based on response to an IFB that was issued in April, 2018. The original assumed low bidder has its agreement terminated due to a misinterpretation of their bid. This Contractor was considered to be the second lowest bidder, and per an opinion of the Attorney General,

Labor rate of \$106.58 per hour during normal business hours. Other terms and fees as stipulated on attached bid form. Contract is not for a set prices; rather an hourly rate for work as needed. Contractor will also be paid a \$55.00 flat trip fee.

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/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.

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

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 on or before April 16, 2020, 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, it's 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. Comprehensive commercial general liability insurance with limits of at least \$250,000 per occurrence and \$1,000,000 annual aggregate for property damage and \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, which shall include the Town of Leicester as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. 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.

- 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.

#### 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:

---

Sandy Wilson  
Chair Leicester Select Board

---

Signature Date

---

Print Name & Title

## 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: JULY 15, 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

Renaud Electric & Communications, Inc.

["Contractor"]

David Whamond – Service Manager

18 Providence Road

Sutton, MA 01590

508-865-1300

[Telephone Number]

[FAX Number]

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

Emergency Electrical services, installation, maintenance & repair in Town/School owned buildings.

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

Labor rate of \$101.50 per hour during normal business hours. Other terms and fees as stipulated on attached bid form. Contract is not for a set prices; rather an hourly rate for work as needed. This contract, though dated 07/15/2019, is effective 04/23/2019.

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/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: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

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 on or before April 16, 2020, 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

form 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. Comprehensive commercial general liability insurance with limits of at least \$250,000 per occurrence and \$1,000,000 annual aggregate for property damage and \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, which shall include the Town of Leicester as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. 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.

- 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.

#### 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:

---

Sandy Wilson  
Chair Leicester Select Board

---

Signature Date

---

Print Name & Title

## 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: APRIL 23, 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

Renaud HVAC and Controls

["Contractor"]

Thomas Nicalet - President

18 Providence Road

P.O. Box 26

Sutton, MA 01590

508-865-2060

[Telephone Number]

[FAX Number]

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

HVAC Emergency services, installation, maintenance & repair in Town/School owned buildings.

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

\$103.53 per hour during normal business hours. Other terms and fees as stipulated on attached bid form. Contract is not for a set prices; rather an hourly rate for work as needed. This contract, though dated 07/15/2019, is effective 04/23/2019.

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/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: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

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 on or before April 16, 2020, 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.

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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.

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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.

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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).

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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.

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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.

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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. Comprehensive commercial general liability insurance with limits of at least \$250,000 per occurrence and \$1,000,000 annual aggregate for property damage and \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, which shall include the Town of Leicester as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. 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.

- 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.

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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:

---

Sandy Wilson  
Chair Leicester Select Board

---

Signature Date

---

Print Name & Title

Certified as to Form:

---

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

July 9, 2019

Ms. Kathleen A. Theoharides, Secretary  
Executive Office of Energy and Environmental Affairs  
100 Cambridge Street - Suite 900  
Boston, MA 02114

RE: RFR ENV 20 DS 02  
Dam, Levee and Coastal Infrastructure Repair and Removal Program  
Grant Application for Waite Pond Dam, Leicester MA Municipal Funding Commitment

Dear Ms. Theoharides::

The Town of Leicester (hereinafter "Town") seeks assistance from the Commonwealth of Massachusetts (hereinafter "Commonwealth") in the form of a grant under RFR ENV 20 DS 02 Dam, Levee and Coastal Infrastructure Repair and Removal Program to finance construction for repairs to the Waite Pond Dam in our Town. We seek funding under Category 1—Dams and similar regulated and unregulated impoundments. The Town is committed to providing funding towards the construction of repairs and seeks assistance from the Commonwealth under this RFR.

Waite Pond Dam, a significant hazard class dam, is currently rated as Poor condition by the Massachusetts Department of Conservation and Recreation Office of Dam Safety (ODS). In 2009, ODS issued an order requiring that the Town perform a Phase II Investigation of the dam and implement design and construction of repairs at the dam. Based on the recent Poor Condition Follow-up Inspection report, the deficiencies at the dam include severe concrete deterioration at the spillway, trees within 20 feet of both abutments, an inoperable low level outlet, collapsing spillway training and channel walls, and other maintenance concerns.

The Town is committed to undertaking the necessary actions to reduce the hazard posed by this dam that is currently in need of repairs, by repairing the dam to function as it was originally intended to withstand flooding, provide flood storage and to prevent flood damage. The Town has already retained an engineering firm, Fuss & O'Neill, Inc. who has completed the engineering design to repair this important dam.

The Town is fully committed to addressing the safety and environmental protection issues associated with the Waite Pond Dam to the satisfaction of the DCR Office of Dam Safety.

We look forward to working with you on this project.

Sincerely,

Sandra Wilson  
Chair, Leicester Select Board

Town of Leicester Select Board  
3 Washburn Square  
Leicester MA 01524  
June 25, 2019

Dear Select Board,

We are seeking your support for a letter we have sent to our state representative, seeking a safe crosswalk at the Library or at the eastern corner of Pine Street. A copy of that letter is enclosed.

This effort has the support of the Library Board of Trustees and Library Building Committee. Please lend your full support to this effort, and help us to lobby the MassDOT to get this done.

There has to be a safe way to have a crosswalk, and prevent a future tragedy involving someone crossing Route 9 without one.

Thank you very much!

Suzanne Hall, Library Director

## Library notes for the Select Board 7/15 meeting

**The Library Building Committee Received the following note last week:** *“Dear Tom [Buckley, Chair], I want to thank you so much for the effort and hard work on the Library renovation. I took a tour before opening day, and was speechless and brought to tears by it’s beauty. So unselfish of you and your team to spend the time on something that will benefit the people of Leicester for generations. Again, thank you from the bottom of my heart. I am so proud to live in this town. Kindest Regards, Becky Benoit”*

**Patron response has been unanimously positive.** The most heard compliment is how well the addition compliments the original building.

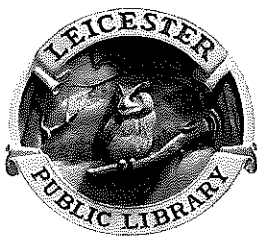
**Garden Club:** The Leicester Garden Club donated both plants and labor to put flowers under the monument sign on the front lawn.

**Crosswalk:** The Trustees and Building Committee have been in touch with MASSDOT regarding a potential crosswalk somewhere near the library. We think this is important for many reasons, and would your support and assistance.

- The only crosswalk is at Pleasant Street.
- People walk to the library. The senior housing, apartments, and a neighborhood of families live on the south side of Rt. 9
- High School and Middle School students cross to Cumberland Farms, Dunkin Donuts and Dippin Donuts for drinks and snacks, and cross back to the library, often not at the intersection of Pleasant Street
- Eastbound bus riders get off the bus across the street and cross to the library
- Morin’s and St. Pius users park at the Library and Affordable Windows regularly. Library users park at the church and Morin’s during overflow events. Our new parking lot is larger, but not enough for more popular events.
- Rt. 9 is scheduled to be repaved soon. If we can get a crosswalk, it makes sense to do it now.
- The Complete Streets Grant is intended to make the center of town, down to the Library, more walkable and bike-able. It makes sense for the terminus of that “walkable core” to be able to safely cross the street at the boundary to continue a loop.
- Library staff, over the years, have witnessed numerous close calls as neighborhood walkers try to cross the street in front of the library. There have been children in the homes across the street who cross to the library multiple times every day. A crosswalk would make that safer.

Paul Ravina and Suzanne Hall have been in contact with MassDot at the Worcester and State level, as well as Senator Moore and Rep. LeBoeuf





## Leicester Public Library

1136 Main Street  
Leicester, MA 01524  
(508) 892-7020  
www.leicesterlibrary.org

June 26, 2019

Re: Urgent Request for a crosswalk at Rt. 9 and either at the Library or Pine Street in Leicester

Dear Representative LeBoeuf:

Thank you again for attending the Grand Opening of the Leicester Public Library. It was a pleasure to have you speak at our event, and share in the celebration of our Library renovation. We are seeking your **urgent help** to get a safe crosswalk installed either at the Library or at the eastern corner of Pine Street and Route 9. Other libraries in similar neighborhoods, after their construction projects, have seen their use increase 100-125%. We expect the amount of pedestrian crossings in our area to increase significantly.

**Time is of the essence for this request.** MassDOT is scheduled to redo and repave route 9 in the vicinity of the Library in July. Leicester recently received a Complete Streets grant, designed to make the center of town, down to the Library, more walkable and bike friendly. **This portion of Route 9 is scheduled to be repaved shortly after July 4, 2019**, so now is an excellent time to add a crosswalk, or at least the wiring that would be needed below the street.

**The Trustees and Building Committee request an extension of walkability improvements to extend to the intersection of Route 9 and Pine Street**, including at least a crosswalk with strobe lights, and possibly extending to reduced speed limits and other traffic speed mitigations at that location.

Making neighborhoods safer for pedestrians is part of MassDOT's 2018 Pedestrian Plan: "This plan defines a vision for Massachusetts in which all people have a safe and comfortable walking option for short trips," MassDOT CEO Stephanie Pollack said. **"When pedestrian facilities, including sidewalks, ramps, and crosswalks, are absent ... or unsafe, it encourages trips in cars that could reasonably be made on foot."** We ask that the MassDOT honor that plan in Leicester.

We have Library patrons who don't have cars, including school children and elderly. In addition, as you saw yesterday, when the Library has major events, and the Morin Funeral Home parking lot is available, Library patrons are allowed to use it, forcing them to cross Route 9. The Library reciprocates by allowing the funeral home to use our parking lot when we are closed, which also causes people to cross Route 9.

This crosswalk would have to be like the crosswalks in Spencer on Route 9, which have a button to activate strobe lights on the crosswalk sign, along with signage in advance of the crosswalk, to notify drivers that a crosswalk is coming, and a reduced speed limit. Another example is in the Amherst - Northampton area of Route 9, where extended speed bumps are used, and the speed limit reduced. There is an existing Fire Department emergency traffic signal at Water Street, which is almost directly across from Pine Street, slightly to the west of Pine. That light was formerly used by the Leicester Fire Department, before they moved to Paxton Street. Perhaps that could be repurposed to help protect a crosswalk at Pine Street.

RECEIVED JUL 03 2019

This crosswalk would be useful for many people in Town. We have densely populated areas on the south side of Route 9, including an apartment building and senior housing, as well as along Pine Street. There are food shops on that side as well, and a Post Office. It is not unusual for Library patrons to cross Route 9 to get drinks and snacks from these locations, or to mail a letter, and then return to the Library. When people living on that side need the Library, they should be able to safely cross. Of particular concern are the middle and high school students who walk to the Library after school, buy beverages across the street, and cross back over to get to the Library. Finally, eastbound bus riders exit buses on the opposite side of the street in order to access our Library.

Previously, Library Trustee Paul Ravina spoke to the Mass Department of Transportation in Worcester about a crosswalk and signs for the Library. They very graciously provided the signs, which we really appreciate. However, they thought a crosswalk might be a danger to pedestrians. They mentioned a poor line of sight for drivers heading east. However, there is much more danger now, **without** a crosswalk. People are still crossing, without a crosswalk. There has to be a way to make a crosswalk safe, by putting signs or signals, or reductions in speed ahead of the crosswalk.

Communities must become friendlier to walkers and users of public transportation. Library patrons who live in the vicinity of the Library should be able to walk there safely without using a car. According to MassDOT's own Municipal Resources Guide for Walkability 2018, "Short trips can be walkable if people feel safe and comfortable." We would appreciate any assistance you and your office can the people of Leicester "safe and comfortable" getting to and from our Library.

Thank you again for offering to help with this problem. We hope that you and Senator Moore will collaborate to solve this very important problem, along with the MassDOT.

Sincerely,



Suzanne Hall  
Library Director  
Leicester Public Library  
[halls@leicesterma.org](mailto:halls@leicesterma.org)



Paul Ravina  
Chair  
Board of Library Trustees

cc: Senator Michael Moore  
David Genereux, Leicester Town Administrator  
Stephanie Pollack, Secretary and CEO of MassDOT  
Jonathan Gulliver, MassDOT Highway Administrator  
Neil Boudreau, MassDOT State Traffic Engineer  
Barry Lorion, District Highway Director, MASDOT District  
Paul Ravina, Chair, Board of Library Trustees  
Tom Buckley, Chair, Library Building Committee



## Town of Leicester

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

July 10, 2019

Barry Lorian  
MassDOT District 3  
403 Belmont Street  
Worcester, MA 01604

Dear Mr. Lorian:

The Leicester Select Board would like to express their support for the Leicester Public Library's request to have a crosswalk installed either at the Library (1136 Main Street), at the eastern corner of Pine Street and Route 9 or at any location between these points. As the Library has doubled in size and is now fully modernized, we expect foot traffic to increase considerably.

We understand that MassDOT is scheduled to pave Route 9 in the vicinity of the Library this summer, which would provide an opportunity to add a crosswalk or the necessary wiring below the street at a minimum. Leicester also recently received a Complete Streets grant which will be used to make the center of Town down toward the Library more pedestrian and bike friendly.

This crosswalk would be beneficial for many residents in Town. Leicester has densely populated areas on the south side of Route 9 including an apartment building, a large senior housing complex, a Post Office and shops/restaurants. We believe this crosswalk would also assist area businesses and their patrons.

We appreciate any assistance you can provide in moving this request forward. Please do not hesitate to contact Town Administrator David Genereux at 508-892-7077 with any questions.

Sincerely,

Sandra Wilson  
Chair, Leicester Select Board

cc: Suzanne Hall, Library Director  
State Representative David LeBoeuf  
State Senator Michael Moore



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

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

July 14, 2019

To: Select Board  
From: David Genereux, Town Administrator

**RE: Town Administrator Goals**

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All here is the list of FY 2019 Town Administrator Goals and my responses:

1. **Conduct wage/salary study to bring wages to market value and allow for growth** – Status: Complete. There is now a five step wage scale in place that will increase by a market adjustment every year. Most non-union employees and department heads are at the “Benchmark” or Step 3 on the five step schedule.
2. **Centralize town licensing process and address non-compliance** – Status: Seeking additional clarification. Many of our inspectors are part time, which makes inspecting all license holders in advance of December permitting process difficult. There are 58 licensed businesses in Town.
  - There are 29 Common Victular and other miscellaneous licenses, including restaurant liquor licenses. Building and Fire inspectors conduct annual inspections of all restaurants pouring alcohol. Board of Health annually inspects any establishment serving food.
  - The remaining licenses are package stores and clubs not serving food (6) and Vehicle Licenses (23). The Fire Inspector has inspected all care lots within the last two years.We will do our best to keep on a schedule with the car lots and package stores, but doing annual inspections may be a challenge.
3. **Evaluate DIS permit process and determine strategies for simplifying and making the Town more business friendly.** Status – Incomplete. Thus far, we have eliminated electronic permitting as a viable option in the short term, as it is cost prohibitive. I know that the Board still wants to fund the economic development coordinator position, but I caution that a designated point of business contact will not guarantee an easier path to business growth. There are other issues in play, such as zoning, MGL, and Town Meeting approvals.

It is important to realize that the term “business friendly” is subjective at best. MGL and local regulations exist in order to protect residents and establish a sustainable pattern for business development. While we can work to ease the overall process, we are limited by our location, and available utility infrastructure, as well as the normal resistance to change that we frequently see at Town meeting.
4. **Short term funding strategy for the purchase of highway equipment. Develop a long-term Capital Plan for all departments** – Status: Complete. Debt exclusion for seven pieces of Highway equipment was passed by the voters in November, and are in process of being built and delivered. Capital Committee has been tasked with reviewing the entire five year plan so that financing can be determined going forward.
5. **Develop 3-5 Year Select Board Goals** – Status: Incomplete. Two Board retreats discussed many topics, but did not address Board Goals. I suggest that this not be a Town Administrator goal, as this is not necessarily within my control to accomplish with the Board.
6. **Reuse of the Hillcrest Country Club** – Status: Complete. Two versions of the RFP were issued; the second of which was sent to the review committee established by the Board, after the first

submission was cancelled by vote of the Board. The full Board will be reviewing and potentially voting an award at the July 15<sup>th</sup> Select Board meeting.

7. **Annual employee goal and review process** – Status: Complete. Reviews for non-union employees were completed by department heads. Department Head reviews were completed by the Town Administrator.

Please feel free to contact me with any questions or concerns

### **FY19 Licensed Businesses**

CV & Misc (including restaurant liquor licenses)	29
Package Stores & Clubs not serving food	6
Vehicle Licenses	23

**Total Number of Businesses Licensed by Select Board in FY19 = 58**

*Notes:*

- Building and Fire Inspectors conduct annual inspections of all restaurants pouring alcohol
- Any establishment serving food is inspected annual by Board of Health
- The Fire Inspector has inspected all car lots within the last two years

**SELECT BOARD MEETING MINUTES**  
**JUNE 17, 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, Selectman John Shocik, Student Liaisons Katheryn Stapel and Jacob Stolberg, Town Administrator David Genereux and Assistant to the Town Administrator Kristen Forsberg were in attendance.

**1. SCHEDULED ITEMS**

**a. 6:30pm – Select Board Reorganization**

A motion was made by Mr. Antanavica and seconded by Mr. Brooks to appoint Sandy Wilson as Chair. The motion carried 5:0:0.

A motion was made by Ms. Wilson and seconded by Mr. Shocik to appoint Harry Brooks as Vice-Chair. The motion carried 5:0:0.

A motion was made by Ms. Wilson and seconded by Mr. Brooks to appoint Rick Antanavica as 2<sup>nd</sup> Vice-Chair. The motion carried 5:0:0.

**b. 6:30pm – Liquor License Change of Category Hearing – Northeast Pizza, 1205 Main Street**

Steve Barrett with Northeast Pizza discussed his plan to add a small bar to the restaurant to serve both beer & wine and hard alcohol. Mr. Barrett did not feel the hours on his license needed to be changed at this time as he intended to staff the bar from 4pm-10pm to start. A motion was made by Ms. Provencher and seconded by Mr. Brooks to allow Northeast Pizza to change their license from beer and wine to all alcohol. The motion carried 5:0:0. Ms. Wilson read the public hearing notice which was inadvertently omitted from the public hearing.

**c. 6:45pm – Middle School Project Update – Middle School Building Committee**

Representatives from the Middle School Building Committee, Owners Project Manager NV5 and architectural firm Finegold Alexander provided an update on the Middle School Feasibility Study process. The study is looking at a number of configurations, of which a Pre-K through 8 school is preferred. The estimated projected cost would be \$87M. Approximately 59% of the cost would be reimbursed by the Mass School Building Authority. The remaining balance would require a debt exclusion for 20 years which would add \$3.40 to the tax rate.

**2. PUBLIC COMMENT PERIOD**

No members of the public provided comment

**3. REPORTS & ANNOUNCEMENTS**

**a. Student Liaison Reports**

The Student Liaisons provided updates from the Leicester Public Schools including:

- Primary – summer reading, summer exploration camps
- Middle – 5<sup>th</sup> grade will be moving to the Middle School, summer reading and assigned work, Arabic will be offered in the fall
- High – summer learning experience required, summer reading, AP scores released on July 7<sup>th</sup>, World War II Europe trip

School is out for the summer and will resume August 27<sup>th</sup>.

**b. Select Board Reports**

The Select Board discussed a variety of topics including welcoming new member John Shocik, kudos to Ms. Forsberg for assisting with the Cherry Valley Water District meetings, being careful driving now that school is out, the Library Grand Opening June 23<sup>rd</sup> from 2-4pm, Concerts on the Common start July 3<sup>rd</sup> (all concerts on Wednesdays from 6:30-8:30pm), congratulations to the girls softball team for making the playoffs, the Middle School Harry Potter film was phenomenal and setting Town Administrator's goals at the next meeting.

**c. Town Administrator Report**

The Town Administrator presented highlights from his written report including addressing the water issues on Warren Ave, meeting with Rep. LeBoeuf and the MWRA regarding water for Cherry Valley, Church Street bridge project underway, EDA grant application for a water/sewer feasibility study submitted, highway materials contracts drafted and Memorial School RFP drafted.

**d. Recognition – Officers Lombardozzi and Brooks**

Ms. Wilson read a letter of thanks from a resident for a positive interaction with Officers Lombardozzi and Brooks and commended the Officers for their conduct.

**4. RESIGNATIONS & APPOINTMENTS**

**a. Appointment – Middle School Building Committee Select Board Position – Harry Brooks**

A motion was made by Ms. Provencher and seconded by Mr. Shocik to confirm the appointment of Mr. Brooks as the Select Board representative to the Middle School Building Committee. The motion carried 5:0:0.

**b. Appointments – Memorial School Disposition Subcommittee**

Bob Mercer and Allen Phillips discussed their reasons for applying to serve on the Memorial School Disposition Subcommittee. The Board will again invite the remaining four applicants to attend the next Select Board meeting at which the three resident at-large committee members will be selected. Mr. Genereux noted the draft RFP has been sent to Town Counsel for review. The Town Administrator will send out a copy of the Town's adaptive reuse bylaw to the Board and the RFP will be discussed further at the next meeting.

**c. Appointment – Per Diem EMT-Basic – Harsh Patel**

A motion was made by Ms. Provencher and seconded by Mr. Brooks to appoint Harsh Patel to the position of per diem EMT-Basic for the Town of Leicester. The motion carried 5:0:0.

**d. FY20 Reappointments**

A motion was made by Mr. Antanavica and seconded by Mr. Brooks to appoint Kenneth Antanavica, Paul Doray, Michael Fontaine, Craig Guertin and Alexander Samia as Agents to the Select Board for a one year term. The motion carried 5:0:0.

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to appoint Kim Mizcek to the Agricultural Commission for a three year term. The motion carried 5:0:0.

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to appoint Judy Ivel to the Bandstand Committee for a three year term. The motion carried 5:0:0.

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to appoint Dianna Provencher to the Burncoat Pond Watershed District for a one year term. The motion carried 5:0:0.



A motion was made by Ms. Provencher and seconded by Mr. Brooks to appoint Marjorie Cooper to the Bylaw Committee for a three year term. The motion carried 5:0:0.

A motion was made by Mr. Antanavica and seconded by Ms. Provencher to appoint Jeff Taylor as Fence Viewer for a one year term. The motion carried 5:0:0.

A motion was made by Mr. Brooks and seconded by Ms. Provencher to appoint James Cooper and JoAnn Schold to the Conservation Commission for a three year term. The motion carried 4:1:0 with Ms. Wilson casting the opposing vote.

A motion was made by Mr. Antanavica and seconded by Mr. Brooks to appoint Kenneth Antanavica, Paul Doray, Michael Fontaine, Craig Guertin, Gregory Kemp and Alexander Samia as Constables for one year. The motion carried 5:0:0.

A motion was made by Mr. Brooks and seconded by Ms. Provencher to appoint Jane Todd to the Council on Aging for a three year term. The motion carried 5:0:0.

A motion was made by Mr. Antanavica and seconded by Mr. Brooks to appoint Leona Anderson and Erik Lerdel to the Economic Development Committee for a one year term. The motion carried 5:0:0.

A motion was made by Ms. Provencher and seconded by Mr. Brooks to appoint Robert Wilson as the EMS Director and Michael Franklin as the EMS Coordinator for a one year term. The motion carried 5:0:0.

A motion was made by appoint Joanne Hovagimian, Judith Ivel, Brian Knott, Diane Moffat, Derrick Ruth and Kelley Southwick to the Health Insurance Advisory Committee for a one year term. The motion carried 5:0:0.

A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Jason Grimshaw and Don Lennerton to the Historical Commission for a three year term. The motion carried 5:0:0.

A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Dennis Griffin, Jan Parke and Glenda Williamson to the Keep Leicester Green Committee for a one year term. The motion carried 5:0:0.

A motion was made by Ms. Provencher and seconded by Mr. Antanavica to appoint Tom Brennan, Don Lennerton, Patrick McKeon and Bruce Swett to the Memorial Day Committee for a one year term. The motion carried 5:0:0.

A motion was made by Ms. Provencher and seconded by Mr. Brooks to appoint Theodore Antanavica as the Parking Tickets Hearing Officer for a one year term. The motion carried 4:0:1 with Mr. Antanavica abstaining.

A motion was made by Ms. Provencher and seconded by Mr. Brooks to appoint Paul Davis, Jess Margadonna, Lucky Margadonna, Pat McKay, Nancy Ortiz, Joanne Bernier and Bob Pingeton to the Parks and Recreation Committee for a one year term. The motion carried 5:0:0.

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to appoint the list of Special Police Officers as presented for a one year term. The motion carried 4:0:1 with Mr. Brooks abstaining.

A motion was made by Mr. Brooks and seconded by Ms. Provencher to appoint the list of Recycling Committee members as presented for a one year term. The motion carried 5:0:0.

A motion was made by Mr. Antanavica and seconded by Mr. Brooks to appoint Michael Curtis to the Registrar of Voters for a three year term. The motion carried 5:0:0.

A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Mr. Genereux as the Right to Know Officer for a one year term. The motion carried 5:0:0.

A motion was made by Ms. Provencher and seconded by Mr. Brooks to appoint Dennis Griffin to the Road Conversion Committee for a one year term. The motion carried 5:0:0.

A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Bruce Swett as the Veterans Graves Registration Officer for a one year term. The motion carried 5:0:0.

A motion was made by Mr. Brooks and seconded by Ms. Provencher to appoint Mary Moore to the Zoning Board of Appeals for a five year term. The motion carried 5:0:0.

A motion was made by Mr. Brooks and seconded by Ms. Provencher to appoint Richard Johnston to the Zoning Board of Appeals as an alternate for a three year term. The motion carried 5:0:0.

**e. FY20 Board Appointments & Assignments**

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to appoint the Board to voting positions on various board and committees as presented. The motion carried 5:0:0. The Chair assigned liaison positions.

**5. OTHER BUSINESS**

**a. Request to Dispose of Surplus Highway Equipment**

A motion was made by Mr. Antanavica and seconded by Mr. Brooks to approve the request to dispose of surplus highway equipment with a minimum bid as presented. The motion carried 5:0:0.

**b. Line Painting Update**

Highway Superintendent Dennis Griffin and the Board discussed road line painting. Common practice is to paint double solid yellow lines on secondary roads as opposed to single white lines. Mr. Genereux noted that the State will be repaving all of Route 9 from the Worcester to the Spencer line. The State anticipates starting after the July 4<sup>th</sup> holiday and the project is expected to last no more than 80 workdays. Manhole covers will be replaced, lines will be repainted and a conduit will be installed in hopes of adding a lighted crosswalk at Giguere Gymnastics in the future.

**c. Contracts – FY20 Highway Materials**

A motion was made by Ms. Provencher and seconded by Mr. Brooks to sign an amendment to the FY19 contract with Seal Coating Inc. for crack sealing, not to exceed \$77,000. The motion carried 5:0:0.

A motion was made by Mr. Brooks and seconded by Ms. Provencher to approve the FY20 contract with Mass Broken Stone Company for Type I Bituminous Concrete, not to exceed \$38,135. The motion carried 5:0:0.

A motion was made by Ms. Provencher and seconded by Mr. Antanavica to approve the FY20 contract with Seal Coating Inc. for crack sealing, not to exceed \$30,000. The motion carried 5:0:0.

**d. Maple Hill Disc Farms – (4) One Day Beer/Wine License Request – 132 Marshall Street**

A motion was made by Mr. Brooks and seconded by Ms. Provencher to approve 4 one day beer and wine licenses to Maple Hill Disc Farms on 8/29, 8/30, 8/31, 9/1 from 12pm to 10pm. The motion carried 5:0:0.

**e. Police Department Donation**

A motion was made by Mr. Brooks and seconded by Ms. Provencher to accept a \$100 donation to the police department from the Leicester Senior Citizens Club. The motion carried 5:0:0.

**f. Police Assessment Center Proposals**

A motion was made by Ms. Provencher and seconded by Mr. Shocik to hire MMA Consulting Group to conduct the Police Chief and Police Lieutenant Assessment Center. The motion carried 4:1:0 with Mr. Brooks casting the opposing vote.

**g. FY20 Select Board Meeting Dates**

This item will be discussed at the next board meeting.

**h. Reserve Fund Transfers – Veterans Benefits, Town Hall Building Maintenance, Town Hall Electrical Panels**

A motion was made by Ms. Provencher and seconded by Mr. Antanavica to approve the reserve fund transfer request for Veterans Services in the amount of \$11,000. The motion carried 5:0:0.

A motion was made by Ms. Provencher and seconded by Mr. Brooks to approve the reserve fund transfer request for Town Hall Water and Sewer in the amount of \$5,000. The motion carried 5:0:0.

A motion was made by Ms. Provencher and seconded by Mr. Antanavica to approve the reserve fund transfer request for electrical panels at the Town Hall in the amount of \$20,000. The motion carried 5:0:0.

**i. Letter of Support – EDA Water & Sewer Feasibility Study Grant**

A motion was made by Mr. Brooks and seconded by Ms. Provencher to sign a letter of support for the EDA water and sewer feasibility study grant. The motion carried 5:0:0.

**j. Contract – Animal Inspector – Janet King**

A motion was made by Mr. Brooks and seconded by Ms. Provencher to authorize the Town Administrator to sign a one year a contract with Janet King for Animal Inspector services. The motion carried 5:0:0.

**k. FY17 CDBG Grant Extension**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to authorize Mr. Brooks to sign the FY17 CDBG grant extension. The motion carried 5:0:0.

**l. Set Trick or Treating Date and Time**

A motion was made by Mr. Brooks to hold Trick or Treating on October 26, 2019 from 6-8pm. The motion received no second. A motion was made by Ms. Provencher and seconded by Mr. Shocik to Trick or Treating on October 31, 2019 from 6-8pm. The motion carried 4:1:0 with Mr. Brooks casting the opposing vote.

**6. MINUTES**

**a. June 3, 2019**

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to approve the minutes of June 3, 2019. The motion carried 5:0:0.

A motion to adjourn was made by Mr. Antanavica and seconded by Mr. Brooks at 9:01pm. The motion carried 5:0:0.

**SELECT BOARD MEETING MINUTES  
JUNE 27, 2019 at 6:20PM  
HIGH SCHOOL LIBRARY**

**CALL TO ORDER/OPENING**

Vice Chair Harry Brooks called the meeting to order at 6:20pm. Selectman Harry Brooks, Selectman Rick Antanavica, Selectman Mike Shocik, Town Administrator David Genereux, and Superintendent Marilyn Tencza were in attendance.

**1. One Day Beer/Wine License Request – Maple Hill Disc Golf – July 13, 2019**

Michael Luci, of Maple Hill, explained to the Board that this was a single day, members only event. There have been no issues at these events in the past and Chief Antanavica had no issues with the event. A motion was made by Mr. Antanavica, seconded by Mr. Shocik to issue the license. The motion carried 3:0:0.

**2. Reserve Fund Transfer Request – Unemployment**

Mr. Genereux explained that additional funding was needed to fund the unemployment account due to unexpected June claims. Doctor Tencza explained that the School Department was unaware of claims being filed in the past, but they would now contest claims going forward. A motion to accept the reserve fund request was made by Mr. Antanavica and seconded by Mr. Shocik. The motion carried 3:0:0.

A motion to adjourn was made by Mr. Antanavica and seconded by Mr. Shocik at 6:28 pm. The motion carried 3:0:0.