



PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING: X

DATE: August 23, 2021

TIME: 6:00pm

LOCATION: Select Board Conference Room, 3 Washburn Sq -OR- Virtual (see below)

REQUESTED BY: Kristen L. Forsberg, Assistant Town Administrator

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

<https://global.gotomeeting.com/join/867583645>

-OR-

(786) 535-3211; Access Code: 867-583-645

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 6:00pm – FY21 Leicester & Barre Regional Community Development Block Grant Application Public Hearing. Application to the MA Dept. of Housing and Community Development Block Grant Program due 9/10/2021
- b. 6:15pm - Charter Cable License Renewal Discussion

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Town Administrator Report
- c. Select Board Reports

4. RESIGNATIONS & APPOINTMENTS

- a. Resignation – Ferol Smith – Commission on Disabilities
- b. Resignation – Brian Knott – Health Insurance Advisory Committee (Highway Union Rep)
- c. Appointment – Billy Burt – Health Insurance Advisory Committee (Highway Union Rep)
- d. Appointment – Michael Silva – ADA Coordinator
- e. Appointments – On Call Firefighter Recruits
 - Michael Griffiths, Kyle Hesselton, Jack Larson, Michael Albro, Jr., Shawn Honcharik, Riley Whalen
- f. Appointment – Doug Belanger – Cable Advisory Committee

5. OTHER BUSINESS

- a. Discuss Funding for EMS Hiring and Training
- b. Accept Senior Center Donation
- c. Award Bituminous and Cold Planing Bids and Execute Contracts - PJ Albert
- d. Sign Becker Special Town Election Warrant – September 21, 2021 from 12pm-8pm, Town Hall Gym
- e. Vote Recommendations & Sign Becker Special Town Meeting Warrant
- f. Discuss/Vote on FY22 Town Administrator Goals

6. MINUTES

- a. August 2, 2021
- b. August 9, 2021

ADJOURN

Town of Leicester

Select Board Procedure

Public Hearings

1. The Chairperson will read the agenda item and state the time of the public hearing out loud. A public hearing can be held either at the time listed in the published notice (newspaper advertisement) or any time thereafter during the meeting which it is scheduled. The public hearing cannot be held prior to the scheduled time in the published notice.
2. The published public hearing notice shall be read outloud.
3. A Board member shall make a motion to open the public hearing.
4. The motion must be seconded.
5. The applicant shall present their request.
6. Comments from the public (including the applicant or subject of the hearing) will be heard and the Board may ask any questions they deem necessary.
7. Once all comments are heard, a Board member will make a motion to go out of the public hearing.
8. The motion must be seconded.
9. The Board will then have the opportunity to comment and ask additional questions of the applicant/subject of the hearing after the public hearing has closed.
10. A Board member could then offer a motion to approve the request.

TOWNS OF LEICESTER AND BARRE

Public Hearing – Monday, August 23, 2021

**6:00 PM Leicester Town Hall
3 Washburn Square, Leicester MA**

FY 2021 Joint CDBG Application

The Leicester Select Board will conduct a Public Hearing on August 23, 2021, at 6:00 PM at the Leicester Town Hall, 3 Washburn Square. The public is encouraged to attend this hearing to discuss a proposed joint FY 2021 application by the towns of Leicester and Barre to the Massachusetts Department of Housing and Community Development for up to \$1,000,000 in Community Development Block Grant funds.

The towns seek public input on potential grant-funded projects. Potential projects under development for the application currently include 1) a housing rehabilitation program for eligible low-to-moderate income residents in both communities, 2) road and miscellaneous site improvements at the Leicester Housing Authority, 1075 Main Street and 3) Americans with Disabilities Act (ADA) transition planning; and 4) and infrastructure and public facility assessment and planning focused within South Barre. These projects were identified as priorities that are consistent with community planning in both towns.

All persons with questions or comments regarding the grant application will have an opportunity to be heard. If awarded, the Town of Leicester will be responsible for administration of the grant program with assistance from the Central Massachusetts Regional Planning Commission (CMRPC). Those unable to attend the hearing may mail written comments to the Leicester Board of Selectmen, 3 Washburn Square Leicester, MA 01524, or comments may be emailed to CMRPC at cdunphy@cmrpc.org. Comments must be received no later than August 31, 2021.

The Leicester Town Hall is handicapped accessible. Persons who require special accommodations to attend the public meeting should contact the Town Administrator's office at (508) 892-7077 at least two business days prior to the hearing. For further information, contact Chris Dunphy at CMRPC at (508) 459-3333 or at cdunphy@cmrpc.org.

Leicester Select Board
August 9, 2021

FY2021 Leicester (w Barre) Regional CDBG Application

PUBLIC HEARING AGENDA

August 23, 2021 6:00 PM

1. INTRODUCTION: Chris Dunphy, Central MA Regional Planning Commission
2. CDBG OBJECTIVE - The Community Development Block Grant was authorized by Congress, and is funded under Title I of the Housing and Community Development Act of 1974. The Commonwealth of Massachusetts has designated the Department of Housing and Community Development (DHCD) as the state's administering agency for CDBG funding. The primary objective is: *"...to develop viable, urban communities by providing decent housing and suitable living environment and expanding economic opportunities principally for low- and moderate-income persons."* DHCD will fund eligible projects designed to meet this objective.
3. DESCRIBE PROPOSED PROGRAMS

Joint-community Application – up to

- Housing Rehabilitation - \$426,000
Financial Assistance for eligible homeowners for the rehabilitation of approximately 12 or more households throughout the towns of Leicester and Barre (6 each). Up to \$40,000 will be made available for housing units with special considerations (Ex. Lead paint) and up to \$35,000 for all other units. Investor-owners can also take advantage of the program, but property owners will be required to provide a 25% match of the project cost.
- Leicester Housing Authority - \$193,821
Design engineering and construction services for the rehabilitation of road and sidewalk surfaces, drainage improvements, fence installation, wall repair and misc. appurtenances within the project area of Leicester Housing Authority.
- South Barre Infrastructure Planning - \$110,000
This is a planning initiative intended that will hire a professional consultant to evaluate the condition of public works within a defined section of Barre. The plan will provide survey information, identify needed improvements, prepare cost estimates, identify possible funding sources, and develop a phasing strategy for the proposed improvements.
- Barre ADA Transition Plan - \$42,150
The planning project will result in the development of a Self-evaluation and Transition Plan that will comply with state and federal accessibility regulations. A professional consultant will evaluate the Town's operations and identify physical barriers to public buildings, sites and services owned or operated by the town. Recommendations and cost estimates for the removal of architectural barriers will be provided.
- Administrative support and services - \$120,000
Overall grant management including technical and administrative support, committee development and support, planning, travel, advertising, training and education, file maintenance, printing, accounting, communications, supplies and material, payments, etc.

TOTAL GRANT = \$881,971 (estimated)

6. SUPPORT OF THE PROGRAM – Testimony, Comments, Etc.

7. BOARD OF SELECTMEN APPROVAL

Formal vote of approval and support for the proposed FY 2016 Warren/Ware River Valley joint community application with the towns of Ware and Hardwick.

Proposed Motion: *The town approves the submission of the proposed FY 2021 grant application and their respective activities to the DHCD, and furthermore authorizes the CEO to sign required forms when prepared. The town also acknowledges CMRPC as the grant management entity.*

9. OTHER CDBG COMMENTS

FY21 Leicester (w/Barre) CDBG Program Budget

Draft Budget (08/17.21)

for 9/10/21

Activity		Description	COST
Housing Rehabilitation Program	# of Units	Housing rehab, project delivery, relocation & misc. expenses	
	12	at approximately \$30,000 per unit	360,000
		(plus \$5,500 delivery ea.) Project Delivery	66,000
		Total project cost & delivery	426,000
Leicester Housing Authority Project		Infrastructure: Design and Construction	178,821
		Project Delivery	15,000
		Total project cost & delivery	193,821
Barre Infrastructure Planning		South Barre infrastructure planning	100,000
		Project Delivery	10,000
		Total project cost & delivery	110,000
Barre ADA Transition Plan		Self-evaluation and Transition Plan	37,150
		Project Delivery	5,000
		Total project cost & delivery	42,150
Activities Subtotal			771,791
General Administration			110,000
		Total Program Costs	\$881,971
Application Maximum	1,000,000	Two-community application	
Application Maximum	800,000	Single-community application	
Maximum per community every two years	\$1.35 Million		
FY21 Leicester attributable amount	Approximately \$466,821		
FY21 Admin = 12.5% CMRPC		Admin & Delivery = 23.4% CMRPC & PVPC	



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

August 23, 2021

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 August 19, 2021.

Citizen issues: Topics discussed with various citizens

- Sent out a public records request regarding the Moose Hill grant application

Meetings:

- Held a meeting at the Senior Center on 8/19 to discuss Town Meeting. There was significant support for the Becker purchase
- Virtually attended an Advisory Committee meeting on 8/18 which resulted in recommendations being voted on the four articles that are on the warrant for the Special Town Meeting.
- Virtually attended a Capital Committee meeting to discuss Becker acquisition recommendation

Activities:

- We have one applicant thus far for the Cable Advisory Committee
- Continuing working on the CARES grant reconciliation as time allows
- The Fire Department has found a clean piece of used apparatus for under \$300,000. I will be assembling an RFP for the company to respond to so that we can meet procurement regulations.
- The IFB's for the Shared Winter Streets accessibility grant and the replacing of the basketball/tennis courts at Towtaid closed out on August 11. We did finally receive a bid for the Accessibility project for \$169,989 but obtained no bids for the courts. We will decide next week whether we can proceed with the Accessibility project.
- We have received 3 quotes for bollard installation at the Police Department. Bartlett Consolidated, provided the lowest quote at \$14,920. This project will be paid for through an earmark to the FY2022 state budget brought forward by Senator Moore.
- The latest indoor air quality test at the Elementary School has been emailed to the Board. It essentially states issues with air quality at the school has been remediated.
- We would like to have the next phase of the water and sewer discussion to take place on September 28. This will give us time to keep our focus on the Becker acquisition.
- I am working with the interim EMS Director to determine how best to proceed with the EMS Fleet. As of this writing, we are using an ambulance borrowed from Rutland, as our vehicles are out of service. We expect to be making recommendations to the Board in the coming weeks.
- Highway was out all day on the 19th, attending to storm damage from the latest round of severe weather. No significant damage was reported.
- We had a mildew issue beginning in Borger Hall because of the wet weather. It has been remediated.

From: [F.Smith](#)
To: [Forsberg, Kristen](#)
Subject: Committee membership
Date: Thursday, August 12, 2021 12:09:54 PM

Good afternoon,

Hope all is well. It is with deep regret that I am resigning from my position as member of both the Commission on Disabilities and By Law committees effective August 31, 2021. Recent developments and changes to my schedule prevent me from serving. I apologize for any inconvenience this may cause and have enjoyed my brief time on the committees. A special thank you to you Kristen, for your guidance, dedication to service, and for helping so much with the onboarding process.

If anything changes in the future, I will reach out. I plan on attending the next bylaw meeting to be scheduled the week of August 23rd.

Sincerely,

Ferol A. Smith



Town of Leicester

Highway Department
59 Peter Salem Rd
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7021 Fax: (508) 892-7058
www.leicesterma.org

To: Health Insurance Advisory Committee

From: Brian Knott
Highway Foreman

Subj: Health Insurance Advisory Committee resignation

Please be advised I am resigning my position as Highway Department member to the Health Insurance Advisory Committee effectively immediately. The union has nominated William Burt to take my place serving for the committee.

Thank you,

Brian Knott



CHIEF
MICHAEL R. DUPUIS

TOWN OF LEICESTER FIRE DEPARTMENT

3 PAXTON STREET
LEICESTER, MASSACHUSETTS 01524



OFFICE (508) 892-7022

RECEIVED AUG 12 2021

JD 8:36A

Date: August 10, 2021

To: Select Board

From: Michael R. Dupuis
Fire Chief *MD*

Subject: Recruit- Appointment

I respectfully request the Board appoint the following applicants to the position of on call firefighter recruits- for The Town of Leicester Fire Department, with a Six Month probation period.

Michael Griffiths

Leicester, MA

Kyle Hesselton

Leicester, MA

Jack Larson

Leicester, MA

Michael Albro, Jr.

Leicester, MA

Shawn Honcharik

Leicester, MA

Riley Whalen

Leicester, MA

Thanking you in advance for your consideration in this matter.



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 Doug Belanger HOME TEL. _____

Leicester MA 01524

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

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

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☐ Four ☒ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes by Zoom Jan - March ☐ No

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

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: Life

(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): Former Finance Bd - Selectboard
Cable Advisory

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.

Negotiator - Business Agent
Business owner

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

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity

Date(s)

City or Town

_____	_____	_____
_____	_____	_____
_____	_____	_____


Signature of Applicant

8-10-21
Date

Thank you for your interest in serving the Town of Leicester

Memo



To: Leicester Selectboard
From: Brian D. Kelley, Interim EMS Director
Date: August 17, 2021
Re: Department Meeting

The Leicester Emergency Medical Services Department currently has a **critical shortage of Paramedics**. This is in part due to the limited number of Paramedics available in Massachusetts, our existing salary schedule, as well as the fact that **all new hires must complete their New Hire Orientation un-paid**. New EMS Providers to a service are mandated by the Massachusetts Department of Public Health: Office of Emergency Medical Services to complete an orientation program, as designed and implemented by each service (and approved by OEMS).

The standard orientation period across the EMS field is between approximately 40 to 80 hours dependent on experience. This allows the employee to become oriented to the services policies and procedures, apparatus, equipment, reporting software, etc. These members are in general, paid their regular hourly salary during their training period.

To highlight the staffing difficulties faced by Leicester EMS, since July 1, 2021 our primary ambulance has only been staffed at the Paramedic Level 44.7% of the time, the EMT Level 45.8 % of the time, and either been unstaffed or not fully staffed 9.5 % of the time.

Currently, compensation for new hire training is not included in the Leicester EMS FY22 Budget, and therefore I propose the selectboard implement, effective immediately the following:

- 1) The creation of the following positions at Leicester EMS: EMT Candidate, AEMT Candidate, and Paramedic Candidate.
- 2) New candidates with less than 1 year of experience shall be required to successfully complete of 80 hours of paid orientation. New candidates with more than 1 year of experience shall be required to successfully complete a minimum of 40 hours of paid orientation.
- 3) For Fiscal Year 2022 candidate pay rates shall be:
 - a. EMT Candidate: \$ 13.50 / hr
 - b. AEMT Candidate: \$ 14.50 / hr
 - c. Paramedic Candidate: \$ 15.50 / hr
- 4) Allocate an additional \$12,840.00 to the Leicester EMS Budget, specifically for the recruitment and training of new candidates (see attached proposed candidate salaries projection).

I would like however to caution the selectboard – this is only one temporary measure to assist with addressing the larger staffing issue(s) faced by Leicester EMS. As proposed, the candidate wages are at, and just above Massachusetts Minimum wage – this was done to minimize the unbudgeted impact of the aforementioned request. I strongly recommend that in future Fiscal Years, new hire candidates should be compensated, as they are across the EMS field, at their regular hourly wages – not the reduced ones as proposed.

If you have any questions, comments or concerns – please don't hesitate to contact me.

Respectfully,

A handwritten signature in black ink, reading "Brian D. Kelley". The signature is fluid and cursive, with the first name "Brian" and last name "Kelley" clearly distinguishable.

Brian D. Kelley, EMT-P, I/C, MA
Interim EMS Director



LEICESTER EMERGENCY MEDICAL SERVICES

FY22 PROPOSED CANDIDATE SALARIES PROJECTIONS

Updated: 8/17/2021



	EMT Candidate		AEMT Candidate		Paramedic Candidate	
	< 1 Yr	> 1 Yr	< 1 Yr	> 1 Yr	< 1 Yr	> 1 Yr
	80	40	80	40	80	40
	\$ 1,080.00	\$ 540.00	\$ 1,160.00	\$ 580.00	\$ 1,240.00	\$ 620.00

Experience
Training Hours
Cost to Train

Proposed FY 22Candidate Salaries	
EMT Candidate	\$ 13.50
AEMT Candidate	\$ 14.50
Paramedic Candidate	\$ 15.50

	EMT Candidates		AEMT Candidates		Paramedic Candidates		Total
	4	0	2	0	2	6	14

of New Hires
FY22

	EMT Candidates		AEMT Candidates		Paramedic Candidates		
	\$ 4,320.00	\$ 2,320.00	\$ 6,200.00	\$ 12,840.00			

Total Cost to Train
New Hires



TOWN OF LEICESTER

Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

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

www.leicesterma.org

Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

E-mail: cloutierr@leicesterma.org

August 12, 2021

The Camosse Family Foundation
10 E Baylies Road
Charlton, MA 01507

Dear Henry and Family:

OMG Henry and family!! This donation of \$1,500 means the freezer that will soon be delivered is fully paid. Our donated food along with other purchases for special events (breakfasts, cool down openings, special meetings) will now remain fresh until use. Our town administrator is speaking at our first monthly breakfast next week. The numbers of those coming to this special breakfast are growing. He will be speaking on the potential acquisition of Becker College. I am now able to get all of what I need for the breakfast and more. All because of your generosity.

As I recently wrote to you, Bill Moore of Project New Hope, donates food to us that we can then offer to seniors in need of good nutrition—cost of food is now through the roof. Because of our limited freezer capacity, we were restricted in what we could save for later. Now because of your generosity we will be able to do more.

Thank you so very much,

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

Cc: Board of Select persons/Town Administrator

Town of Leicester – Bid Opening

Bituminous – August 11, 2021 @ 2:00pm

Company Name	Company Address	Bid Form Signed?	Bid Bond and Payment Bond?	Signed Certificate of Non-Collusion?	Acknowledgement of Addendums?	Total Bid
Lynch	PO BOX 319, 18 McCracken Road Millbury, MA 01527	✓	✓	✓	N/A	Type I in place \$86.75 p/ton Binder in place \$82.50 p/ton Type I pick up \$70.00 p/ton Base Price \$550.00 p/ton
P.J. Keating	998 Reservoir Road Lunenburg, MA 01462	✓	✓	✓	N/A	Type I in place \$79.18 p/ton Binder in place \$79.18 p/ton Type I pick up \$65.00 p/ton Base Price \$555.00 p/ton
Massachusetts Broken Stone Company	PO BOX 276 Berlin, MA 01503	✓	✓	✓	N/A	Type I in place \$72.26 p/ton Binder in place \$71.26 p/ton Type I pick up \$67.00 p/ton Base Price \$555.00 p/ton
P.J. Albert, Inc.	PO BOX 2165 Fitchburg, MA 01420	✓	✓	✓	N/A	Type I in place \$70.90 p/ton Binder in place \$70.90 p/ton Type I pick up NO BID p/ton Base Price \$555.00 p/ton
Cassidy Corp.	53 Fondi Road Haverhill, MA 01832	✓	✓	✓	N/A	Type I in place \$75.00 p/ton Binder in place \$1,500.00 p/ton Type I pick up \$1,500.00 p/ton Base Price \$1,500.00 p/ton

Town of Leicester – Bid Opening

Cold Planing – August 11, 2021 @ 2:00pm

Company Name	Company Address	Bid Form Signed?	Bid Bond and Payment Bond?	Signed Certificate of Non-Collusion?	Acknowledgement of Addendums?	Total Bid
P.J. Keating	998 Reservoir Road Lunenburg, MA 01462	✓	✓	✓	N/A	\$2.23 Sq. Yd.
Massachusetts Broken Stone Company	PO BOX 276 Berlin, MA 01503	✓	✓	✓	N/A	\$1.89 Sq. Yd.
P.J. Albert	PO BOX 2165 Fitchburg, MA 01420	✓	✓	✓	N/A	\$1.83 Sq. Yd.

TOWN OF LEICESTER

DATE: 08/23/2021

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

P.J. Albert
P.O. Box 2165/199 Upham Street
Fitchburg, MA 01420

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

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

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

Type I Bituminous Concrete in place @ \$70.90 per ton
Binder in place @ \$70.90 per ton
Base Price @ \$555.00 per ton

3. Payment will be made as follows:

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

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

4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price and a performance bond in the amount of 100% of the contract price in the forms attached to this Contract, conditioned upon the faithful performance of this Contract. The surety company(ies) issuing such bonds must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory

to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

5. Definitions:

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

6. Term of Contract and Time for Performance:

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

7. Subject to Appropriation:

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

8. Permits and Approvals:

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

9. Termination and Default:

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

Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

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

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

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

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

12. Statutory Compliance:

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

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

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

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

13. Conflict of Interest:

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

14. Certification of Tax Compliance

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

15. Non-Discrimination/Affirmative Action

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

- 15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or

national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

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

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

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

16. Assignment:

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

17. Condition of Enforceability Against the Town:

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

18. Corporate Contractor:

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

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

19. Contractor's Personnel:

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

20. Liability of Public Officials:

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

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work

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

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

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

22. Insurance

22.1 Workers Compensation Insurance:

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

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

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

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

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

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

22.3 Other Insurance Requirements

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

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

23. Documents, Materials, Etc.

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

public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

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

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

24. No Employment

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

25. Audit, Inspection and Recordkeeping

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

26. Payment

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

27. Waiver and Amendment

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

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

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

28. Severability

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

29. Forum and Choice of Law

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

30. Notices

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

31. Binding on Successors:

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

32. Entire Agreement:

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

33. Supplemental Conditions:

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

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

The Town of Leicester by:

The Contractor by:

Select Board

Signature

Date

Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant

Date

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

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

name of contractor

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

TOWN OF LEICESTER

DATE: 08/23/2021

This Contract for Cold Planing 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

P.J. Albert
P.O. Box 2165/199 Upham Street
Fitchburg, MA 01420

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

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

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

Cold Planing @ \$1.83 per square yard

3. Payment will be made as follows:

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

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

4. Security

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

5. Definitions:

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

6. Term of Contract and Time for Performance:

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

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or

availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

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

9. Termination and Default:

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

10. Suspension or Delay

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

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

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

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

12. Statutory Compliance:

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

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

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

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

13. Conflict of Interest:

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

14. Certification of Tax Compliance

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

15. Non-Discrimination/Affirmative Action

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

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

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
 - (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
 - (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
 - (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
 - (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
 - (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
 - (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.
- 15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.
- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

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

17. Condition of Enforceability Against the Town:

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

18. Corporate Contractor:

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

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

19. Contractor's Personnel:

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

20. Liability of Public Officials:

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

21. Indemnification:

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

men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

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

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

22. Insurance

22.1 Workers Compensation Insurance:

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

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

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

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

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

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

22.3 Other Insurance Requirements

- a. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1,000,000 per accident, with the Town named as an additional insured.
- b. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will

adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

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

23. Documents, Materials, Etc.

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

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature,

publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

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

24. No Employment

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

25. Audit, Inspection and Recordkeeping

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

26. Payment

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

27. Waiver and Amendment

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

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

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

28. Severability

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

29. Forum and Choice of Law

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

30. Notices

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

31. Binding on Successors:

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

32. Entire Agreement:

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

33. Supplemental Conditions:

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

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

The Town of Leicester by:

The Contractor by:

Select Board

Signature

Date

Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant

Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification,

the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

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

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

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF LEICESTER
SPECIAL TOWN ELECTION**

SS.

To the Constables of the City/Town of LEICESTER

GREETING:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Elections to vote at

**PRECINCT ONE, TWO, THREE AND FOUR
3 WASHBURN SQUARE**

on **TUESDAY, THE TWENTY FIRST DAY OF SEPTEMBER 2021**, from **NOON** until **8:00 P.M.** then and there to bring their votes for a **Debt exclusion vote for the purchase of the former Becker College Campus.**

Shall the Town of Leicester be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the \$19,900,000 bond issued in order to finance the acquisition, and other associated costs of the former Becker College Campus.

And you are hereby directed to serve this warrant by posting attested copies of the Warrant, therefore, in at least one public place in each precinct of the Town, Pursuant to above doings I have notified and warned the inhabitants of the Town of Leicester by posting a certified copy in the Rochdale Post Office, Redemption Center/Jan's Beer Mart, the Leicester Country Bank for Savings, Leicester Post Office, on the Town Clerk's bulletin board, in the front entry of the Town Hall and on the Town Clerk's bulletin board, and on the bulletin board in the front entry of the Town Hall building, and also by serving a copy of said Warrant to the Town Clerk and the Warden of each precinct not less than seven (7) days before the 14th day of September, 2021

Given under our hands this _____ day of _____, 2021.

Richard Antanavica

John Shocik

Dianna Provencher

Herbert Duggan

Allen Phillips

Select Board of: LEICESTER

Kenneth M. Antanavica
Constable

_____, 2021.
Deborah K. Davis
Leicester Town Clerk



Town of Leicester, Massachusetts

Special Town Meeting Warrant

Special Town Meeting – September 14, 2021 – 7:00 p.m.

“In the Hands of the Voters”

Meeting location:
Middle School Gymnasium (Anticipated)
70 Winslow Avenue
Leicester, MA 01524

Published August 19, 2021 – Version 3

SPECIAL MESSAGE FROM THE MODERATOR COVID-19 PRECAUTIONS

Extensive efforts on the part of multiple members of the Leicester Town staff have been made to create a safe environment with effective social distances. To that end, I will be enforcing the following rules for attendance, per my authority under MA General Laws.

1. Per Leicester Town By-Laws, Town Meeting is open only to registered voters. No one who is not a registered voter in the Town of Leicester will be admitted to the meeting. The exceptions are non-resident department heads, the press, and those employed as legal representatives of persons with business on the warrant.
2. Pursuant to the Governor's COVID Order No. 31 and Department of Public Health Guidance all persons attending Town Meeting are strongly advised to cover their noses and mouths with a mask or cloth face covering unless exempted by Department of Public Health Guidance.
3. There will be an ample supply of hand sanitizer available at the meeting. Please use as needed.
4. Please arrive early. Check in will be slowed by the requirements of social distancing and to allow checkers working under challenging circumstances to process voters as efficiently as possible.
5. The chairs in the School Gymnasium will be placed to ensure proper social distancing protocols are followed. Please do not move them during the meeting in order to maintain safety protocol.

Town Rules & Procedures Review

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

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

Town Meetings in Leicester are open only to registered voters.

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

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

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

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

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

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

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

Respectfully, Donald A. Cherry, Jr. – Town Moderator

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WORCESTER, SS.

To a Constable in the Town of Leicester,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Leicester qualified to vote in Town Elections and Town Affairs to meet at the Middle School Gymnasium at 70 Winslow Avenue, Leicester, MA on Tuesday, the fourteenth day of September 2021 at 7:00 p.m., then and there to act on the following Articles, namely:

ARTICLE 1 CITIZEN'S PETITION – RECALL OF ELECTED OFFICIALS

To see if the Town will vote to have the Select Board petition the Great & General Court of the Commonwealth to enable the recall of elected officials consistent with this suggested format and if that legislation is enabled that it be recorded as a special Chapter in the Town of Leicester's Bylaws, as on file in the Town Clerk's office.

Proposed Legislation: Recall of Elected Officials

SECTION 1.

Any holder of an elected office in the town of Leicester may be recalled, and removed from that office, by the qualified voters of the town as provided in this chapter.

SECTION 2.

Any fifty (50) registered voters may initiate a recall petition by filing with the Town Clerk of the Town of Leicester an affidavit containing the name of the officer sought to be recalled and a statement of the grounds for recall.

After the Town Clerk has certified the affidavit, the Town clerk shall within four (4) business days, deliver to the voter first named on the affidavit a sufficient number of copies of petition blanks demanding the recall. These blanks shall be issued by the town clerk with the town clerk's signature and official seal attached to them. They shall be dated and addressed to the Select Board of the town, shall contain the name of the person to whom issued, the name of the person sought to be recalled, the office from which recall is sought, the grounds of recall stated in the affidavit and shall demand the election of a successor to the office. A copy of the petition shall be entered in a record book to be kept in the office of the Town Clerk.

The completed recall petition shall be returned and filed with the Town Clerk on or before 5:00 p.m. of the thirtieth (30th) day after the issuance of the petition to the filers. If the thirtieth day is a Friday, Saturday, Sunday or a holiday, the petition may be filed on the next business day.

The petition shall be signed by at least ten (10) percent of the registered voters or seventy-five percent (75%) of the average number of voters in the Town Elections for the previous three (3) years, whichever is the lesser amount, and every signature shall also include the place of residence with street and number, of the signer.

The Town Clerk shall, within one (1) business day after the date of its filing with the Town Clerk, submit the recall petition to the Board of Registrars of voters of the Town of Leicester, which shall, within five (5) business days certify in writing the number of Town voter signatures. Upon completion of its certification the Board of Registrars shall return the petition to the Town Clerk.

SECTION 3.

If the petition has a sufficient number of valid signatures and is certified by the Town Clerk and Board of Registrars, the Town Clerk shall submit it to the Select Board within one (1) business day.

The Select Board shall, within three (3) business days, give written notice to the officer subject to the recall that they have received the certification, and if the officer does not resign within five (5) business days after receipt of the notice, order a special election to be held not less than sixty (60) nor more than seventy-five (75) days after the date of the Town Clerk's certificate that a sufficient petition has been filed, but if any other town election is to occur within ninety (90) days after the date of the certificate, the Select Board may, in their discretion, postpone the holding of the removal election to the date of that other election.

If a vacancy occurs in the office subject to recall after the election has been ordered, the election shall nevertheless proceed as provided in this section.

SECTION 4.

Any officer sought to be recalled may be a candidate to succeed to the office, and unless the officer requests otherwise in writing, the Town Clerk shall place that officer's name on the official ballot without nomination. The nomination of other candidates, the publication of the warrant for the recall election, and the conduct of the election shall all be in accordance with the law relating to elections, unless otherwise provided in this Chapter.

SECTION 5.

The incumbent shall continue to perform the duties of the office until the recall election. If the recall fails, or if the incumbent is re-elected, the incumbent shall continue in the office for the remainder of the unexpired term, subject to recall as before, except as provided in this chapter, Section 7.

If not re-elected in the recall election, the incumbent shall be considered removed upon certification of the election by the Town Clerk.

If the successor fails to qualify within five (5) working days after receiving notification of his or her election, the office shall thereupon be deemed vacant.

SECTION 6.

Ballots used in a recall election shall submit the following proposition in the order indicated:

For the removal/recall of *(name of Officer)*.

Against the removal/recall of *(name of Officer)*.

Under the propositions shall appear the word "Candidates" and the direction "Vote for One" and beneath this the names of candidates nominated as herein before provided.

If the majority of the votes cast on the recall question is in the affirmative, then the candidate who received the highest number of votes in the special election to fill the vacancy shall be elected. If the majority of the votes cast on the recall question is in the negative, the ballots for candidates to fill the potential vacancy need not be counted.

SECTION 7.

No recall petition shall be filed against an officer within six (6) months after taking office, nor in the case of an officer subjected to a recall election and not removed thereby, until at least six (6) months after that election.

SECTION 8.

No person who has been recalled from an office or who has resigned from office while recall proceedings were pending against him or her shall be appointed to the office from which the person has been removed within one (1) year after such removal by recall or resignation.

PROPOSED MOTION

Motion, if any, to be provided by the petitioner

ADVISORY COMMITTEE RECOMMENDATION – Unfavorable Action (3-2-0)

SELECTBOARD RECOMMENDATION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE 2 CITIZEN'S PETITION – MOOSE HILL WATER COMMISSION

To rescind the action of the Special Town Meeting of January 17, 1977, Article 5 creating an elected Moose Hill Water Commission and to further, beginning on September 1, 2021, assign the responsibilities and the functions that were the Commission to the Leicester Select Board.

PROPOSED MOTION

Motion, if any, to be provided by the petitioner

ADVISORY COMMITTEE RECOMMENDATION – Favorable Action (5-0-0)

SELECTBOARD RECOMMENDATION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE 3 AUTHORIZATION FOR ACQUISITION/DISPOSITION OF FORMER BECKER COLLEGE CAMPUS/CONTINGENT DEBT EXCLUSION BORROWING AUTHORIZATION FOR PURCHASE OF SAME, AND OTHER ASSOCIATED COSTS

To see if the Town will vote, contingent upon the approval of a debt exclusion in the sum of \$19,900,000 pursuant to MGL c. 59 §21C(j), to authorize the acquisition by purchase of the interests in real estate and assets of the former Becker College campus wherever located in the Town of Leicester, which includes, but may not be limited to, the real property described below:

Approximately 24 acres of land, with buildings thereon having street addresses of **7 Washburn Square, 9 Washburn Square, 11 Washburn Square, and 13 Washburn Square, 962 Main Street, 964 Main Street and 968 Main Street**, Leicester, shown on Assessors Map 20, Block A1, (being the location of Marsh Hall, Borger Academic Center, Knight Hall, Swan Library, Fuller Campus Center, Alumni Field and May House) and described in the deed recorded in the Worcester South District Register of Deeds in Book 6136, on Page 187, together with all rights held by Becker College in and to a portion of the Town Common;

Approximately 9.500 acres of land, with buildings thereon having street addresses of **950 Main Street, 952 Main Street, 954 Main Street and 960 Main Street**, Leicester, shown on Assessors Map 20B, Block A39, (being the location of Hampshire Hall and Berkshire Hall) and described in the deed recorded in the Worcester South District Register of Deeds in Book 6136, on Page 187;

Approximately .752 acres of land, with buildings thereon, identified as **1003 Main Street**, Leicester, shown on Assessors Map 20C, Block A10, (being the location of Winslow Hall), and described in the deed recorded in the Worcester South District Register of Deeds in Book 6136, on Page 187;

Approximately .312 acres of land having a street address of **997 Main Street**, Leicester, shown on Assessors Map 20C, Block A11, (being the location of Hitchcock Hall), and described in the deed recorded in the Worcester South District Register of Deeds in Book 6136, on Page 187;

Approximately 1.250 acres of land having a street address of **993 Main Street**, Leicester, shown on Assessors Map 20C, Block A12, (being the location of Lane Hall) and described in the deed recorded in the Worcester South District Register of Deeds in Book 6136, on Page 187;

Approximately .689 acres of land, with buildings thereon having a street address of **981 Main Street and 2 Flint Way**, Leicester, shown on Assessors Map 20C, Block A13, (being the location of 1812 House and Barrett Hall) and described in the deed recorded in the Worcester South District Register of Deeds in Book 20538, on Page 114;

Approximately .344 acres of land having a street address of **0 Main Street, Leicester, situated to the rear of 981 Main Street**, shown on Assessors Map 20C, Block A14, described in the deed recorded in the Worcester South District Register of Deeds in Book 20611, Page 41;

Approximately 6.800 acres of land having a street address of **955 Main Street, 959 Main Street, and 963 Main Street**, Leicester, with buildings thereon, shown on Assessors Map 20C, Block A15, (being the Lenfest Animal Health Center and Russell Hall), and described in the deed recorded in the Worcester South District Register of Deeds in Book 6136, on Page 187;

Approximately .747 acres of land, with buildings thereon, identified as **77-79 South Main Street**, Leicester, shown on Assessors Map 20C, Block A22, and described in the deed recorded in the Worcester South District Register of Deeds in Book 42876, Page 112;

and further to authorize the expenditure of funds for: the landscaping, alteration, remediation, rehabilitation or improvement of public land, the construction, reconstruction, rehabilitation, improvement, alteration, remodeling, enlargement, demolition, removal or extraordinary repair of public buildings, facilities, assets, works or infrastructure, pursuant to M.G.L. c. 40, §§ 4, 14, including: (i) the cost of original equipment and furnishings of the buildings, facilities, assets, works or infrastructure; (ii) the cost of engineering, architectural or other services for feasibility studies, plans or specifications as part of any acquisition or project; provided that the interest in land, asset acquired or project shall have a useful life of at least five years; provided however that the period of such borrowing shall not exceed the useful life of the interest in land, asset acquired or project; said appropriation to be contingent upon successful passage of a Proposition 2 ½ debt exclusion vote; and further to authorize the Select Board to sell, rent, lease, or otherwise dispose of any or all of the interests in real estate and assets of so acquired, with proceeds of sales, if any, to be used to reduce the final borrowing cost associated with this authorization upon appropriation by vote of Town Meeting.

ADVISORY COMMITTEE RECOMMENDATION – Favorable Action (5-0-0)

CAPITAL COMMITTEE RECOMMENDATION – Favorable Action (4-0-0)

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Town of Leicester has been offered the opportunity to purchase the real and personal property of the former Becker College within the borders of the Town for \$17,830,000. The total property to be acquired is 19 buildings and 44.394 acres. We are seeking to raise an additional \$2,070,000 for unforeseen repairs, consultant services, feasibility studies, and other necessities. This is a twenty-year borrowing. The forecast effect of the debt exclusion upon the tax rate is \$1.18 per thousand dollars valuation. That translates into an annual cost of \$306.32 for the average home, based on an assessed valuation of \$259,606.

There will be no permanent debt issued in the first two years, as the Town will take that time to study the campus and surplus any building that has no municipal use. Any funds received from those transactions go towards reducing the overall project borrowing amount when it goes to permanent financing. The forecast interest payment would be .35 on the tax rate, or \$90.86 to the average home during this period.

VOTE REQUIRED FOR PASSAGE: 2/3rd's Majority vote under M.G.L. c. 59 S §21C(j) and c. 40, §§ 4, 14.

ARTICLE 4 FUNDING OPERATIONAL COSTS OF THE FORMER BECKER COLLEGE CAMPUS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund operational costs for the former Becker College Campus or take any action thereon.

PROPOSED MOTION

I move the Town transfer \$350,000 from Free Cash to fund operational costs for the former Becker College Campus.

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

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article seeks funding for the costs to operate the former Becker College campus, including utilities, insurance, grounds maintenance, and security. The buildings would not be open during this period. Free cash funding is requested to be used while the Town determines the actual long-term cost of operating the portions of the campus retained for municipal use.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. c. 40, § 5.

**TOWN OF LEICESTER
SPECIAL TOWN MEETING
SEPTEMBER 14, 2021**

And you are hereby directed to serve this Special Town Meeting Warrant by posting an attested copy in at least one public place in each precinct of the Town, on the Town Clerk's bulletin board, and on the bulletin board in the front entry of the Town Hall, and also by serving a copy of said Warrant to the Moderator and the Town Clerk, not less than fourteen (14) days before the 14th day of September 2021.

Given under our hand and seal of the Town on this _____ day of _____ 2021

Respectfully submitted, Leicester Select Board

Chair

Date: _____

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

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

and on the Town Clerk's bulletin board in the front entry of the Town Hall, with the Moderator, and with the Town Clerk, not less than fourteen (14) days before the 14th day of September, 2021

Printed Name of Constable

Signature of Constable

TOWN ADMINISTRATOR PROPOSED GOALS FOR FY22

- 1) Continue to develop both and long-term financial plans based on current and anticipated future revenues, including OPEB, Stabilization, capital planning and collective bargaining.
- 2) Work with private groups, state agencies, & other interested parties to assemble a redevelopment plan for the former Becker College campus, should it be approved at Town Meeting.
- 3) Work to implement directives issued by the Select Board regarding recommendations regarding the water/sewer districts.
- 4) Develop systems that further training and performance of department heads; factor in succession planning where applicable and possible; continue department head reviews and goaling processes.
- 5) Continue economic development strategies, including obtaining grant funding for business development and future growth.
- 6) Develop a building needs assessment plan to better determine improvements/maintenance issues that need to be addressed.
- 7) Develop a spending plan for ARPA funds that meets priorities established by the Select Board.

**SELECT BOARD MEETING MINUTES
AUGUST 2nd, 2021 AT 6:30PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

CALL TO ORDER/OPENING

Chairman Antanavica called the meeting to order at 6:36pm. Chair Rick Antanavica, Vice-Chair John Shocik, Second Vice-Chair Herb Duggan Jr., Selectman Dianna Provencher, Selectman Allen Phillips, Town Administrator David Genereux and Assistant Town Administrator Kristen Forsberg were in attendance.

1. SCHEDULED ITEMS

a. Assignment & Amendment of Host Community Agreement ECOFARM Leicester, LLC to Gold Thumb, LLC

Motion 080221-1a: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the Assignment & Amendment of Host Community Agreement from ECOFARM Leicester, LLC to Gold Thumb, LLC. Motion carries: **5:0:0**.

b. COVID Discussion – Francis Dagle, Health Director with Helen Ganas and Jason Main

Francis Dagle, Health Director, noted that the Town of Leicester has had 1158 COVID cases since the beginning of the pandemic with 38 cases in July of 2021. COVID numbers are increasing again due to an outbreak in Provincetown, holidays, and summer travel. Vaccination rates for those who have had at least one dose are 61% in Leicester, 64% in Worcester and 69% statewide. The new Delta variant spreads 40-60% more rapidly. Mr. Dagle encouraged residents to get vaccinated. State guidance for schools this fall recommends requiring masks for grades K-6 and for unvaccinated children in grades 7 and up. The Select Board discussed the possibility of bringing in a vaccination bus and partnering with a surrounding town. The Town Hall is registered with the State as a vaccination site, but individual Boards of Health have not been allowed to hold vaccination clinics for the general public up to this point. Leicester is currently part of a regional collaborative with 6 towns. Mr. Dagle noted guidance on the booster shot should be coming out soon. During public comment, the requirement to wear masks on public transportation and the challenges this presents for special needs children was discussed along with parents having the right to choose whether to mask their children.

c. Moose Hill Water Commission Discussion

The Moose Hill Water Commission requested approval from the Select Board to apply for a MassDEP testing grant to determine if the Moose Hill Reservoir can become a Class A drinking water source. There would be no cost or obligation to the town according to the Chair of the Moose Hill Water Commission. Select Board members discussed letters received in support of a Moose Hill/Shaw Pond project, making it clear that no such project exists at this time, noting that the Cherry Valley sewer issue was a greater problem at this time. In order to move forward with developing Moose Hill Reservoir as a drinking water source, the land would have to be purchased. The IMA between Leicester Water Supply District and the Town was discussed. Per Leicester Town Counsel, the IMA lays out a series of actions the Town and LWSD agree to undertake with the assumption that Moose Hill would be coming online at some point as a water supply. It does not require the Town to fund the development of Moose Hill. This discussion will be put on the agenda for next Monday's Select Board meeting.

2. PUBLIC COMMENT PERIOD

Doug Belanger commented on the Parliment family and how they volunteer their time and thanked them for their dedication to the town.

3. RESIGNATIONS & APPOINTMENTS

a. Appointment- Part Time Senior Center Van Driver- Susan Chviruk
Susan Chviruk was unable to attend the meeting this evening but will attend a future meeting to meet the Board.

Motion 080221-3a: A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Susan Chviruk as a Part Time Senior Center Van Driver. Motion carries: **5:0:0**.

b. Appointment- Select Board Harvest Fair Judge

Motion 080221-3b: A motion was made by Mr. Antanavica and seconded by Ms. Provencher to appoint Mr. Phillips as the Select Board Harvest Fair Judge. Motion carries: **5:0:0**.

4. OTHER BUSINESS

a. Set Close Date for Becker Special Town Meeting Warrant – August 5, 2021

Motion 080221-4a: A motion was made by Ms. Provencher and seconded by Mr. Phillips to close the Special Town Meeting Warrant at the close of business on Thursday, August 5, 2021. Motion carries: **5:0:0**.

b. Set Becker Open House Days – August 10, 2021 and September 7, 2021 from 5-7pm

Motion 080221-4b: A motion was made by Ms. Provencher and seconded by Mr. Phillips to close the Special Town Meeting Warrant by close of business day on Thursday, August 5, 2021. Motion carries: **5:0:0**

c. Proposal to Rent Becker Kitchen – Eric's La Patisserie

Eric Jasmine is a corporate breakfast and lunch caterer who is interested in renting the Becker Kitchen for his catering business. The Town Administrator indicated it would be a good idea to have businesses rent some of the spaces at Becker. The fee for this space would be \$750.00 per month on a month-to-month basis. Business insurance would be required. He is available to start ASAP. Eric is interested in potentially working with the schools down the road. The Board invited Eric to sell pastries at the Becker Open Houses.

Motion 080221-4c: A motion was made by Ms. Provencher and seconded by Mr. Phillips to permit Eric's La Patisserie to rent the kitchen at Becker on a month-to-month basis for \$750/month. Motion carries: **5:0:0**.

d. One Day Liquor Licenses Request (4) – Maple Hill Golf Course- September 2,3,4,5,2021

Motion 080221-4d: A motion was made by Ms. Provencher and seconded by Mr. Duggan to approve the 4 One Day Liquor Licenses for Maple Hill Golf Course on September 2, 3, 4, 5, 2021. Motion carries: **5:0:0**.

e. Approve Special Election Ballot Question for Acquisition of Becker Property

Motion 080221-4e: A motion was made by Mr. Phillips and seconded by Mr. Shocik to approve the Special Election Ballot Question for Acquisition of Becker College as listed in the packet. Motion carries **5:0:0**

5. MINUTES

a. July 19, 2021

Motion 080221-5a: A motion was made by Ms. Provencher and seconded by Mr. Phillips to approve the minutes of July 19, 2021 minutes as written. Motion carries: **5:0:0**

b. July 26, 2021

Motion 080221-5b: A motion was made by Mr. Provencher and seconded by Mr. Phillips to approve the minutes of July 26, 2021 as written. Motion carries: **5:0:0**

Motion 080221-6: A motion to adjourn was made by Mr. Antanavica and seconded by Ms. Provencher at 9:07pm. Motion carries: **5:0:0**.

**SELECT BOARD MEETING MINUTES
AUGUST 9th, 2021 AT 6:30PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

CALL TO ORDER/OPENING

Chairman Antanavica called the meeting to order at 6:45pm. Chair Rick Antanavica, Vice-Chair John Shocik, Second Vice-Chair Herb Duggan Jr., Selectman Dianna Provencher, Selectman Allen Phillips, School Committee members, Advisory Board members, Town Administrator David Genereux and Assistant Town Administrator Kristen Forsberg were in attendance.

1. SCHEDULED ITEMS

a. Retirement of Detective Timothy Fontaine

Chief Antanavica gave a great send-off tribute speech to Timothy Fontaine. The Select Board and the Town of Leicester awarded Detective Fontaine with a recognition plaque for his service of over 38 years.

b. Becker College Town Meeting Discussion & Vote on STM Warrant Articles

The Board discussed two possible warrant options, one which put the citizens petitions first and one which put these petitions last after the Becker articles. The Advisory Committee asked for a breakdown of the \$2,070,000 in debt exclusion funds requested above the sale price of \$17,830,000. Mr. Genereux noted these funds are for studies and unforeseen one-time expenses. They can't be used for ongoing operational expenses such as mowing or utilities. Mr. Genereux noted he met with Mass Development regarding potential reuse options for some of the buildings. LCAC has filmed a virtual tour of the campus and put it up on their website. The Select Board requested weekly Becker updates be sent out to the Select Board and Advisory Committee.

Motion 080921-1b: A motion was made by Mr. Phillips and seconded by Mr. Shocik to set the Special Town Meeting Alternate Warrant v1a Articles as listed in the 8-9-21 Meeting Packet. Motion carried **5:0:0**.

c. Discussion/Vote Moose Hill Water Commission Grant

Joe McGinn from Weston and Sampson explained that submitting a project evaluation form to MassDEP for Moose Hill would give the Town some feedback on the project and other potential funding sources without any cost or obligation to the Town. Steve Pawlowskis of the Moose Hill Water Commission reported that Chair Michael Shivick has resigned from the Commission and also requested the Town apply for this grant. Kleinfelder has offered their assistance in writing the grant at no cost. Before Moose Hill could be formally developed, a Town Meeting vote would be required.

Motion 080921-1c: A motion was made by Mr. Phillips and seconded by Mr. Shocik to proceed with applying for the grant as long as there is no cost to the Town, and it comes back to the board before any funds are expended. Motion carries: **5:0:0**.

Amended Motion 080921-1c-Am: An amended motion was made by Mr. Phillips and seconded by Mr. Shocik to proceed with applying for the grant for the Moose Hill Water Class A water source testing as long as there is no cost to the Town, the project comes back to the board before any funds are expended and it is voted on at Town Meeting. Motion carried **5:0:0**.

2. PUBLIC COMMENT PERIOD

Bob Mercer noted there is an acreage discrepancy in the Becker warrant. Mr. Genereux will have Town Counsel review the acreage prior to drafting the next version of the warrant.

3. REPORTS & ANNOUNCEMENTS

a. Student Liaison Reports

The student liaisons presented updates from the Leicester Public Schools.

b. Town Administrator Report

The Town Administrator presented highlights from his written report.

c. Select Board Reports

The Select Board discussed various topics including kudos to highway on fixing roads and curbs washed out from the July 17th rainstorm event, the Senior Center breakfast on August 19th where David Genereux will be discussing the Becker Town Meeting, the August 20th Country Jamboree at the Senior Center, the ice cream social sponsored by Moses Dixon on August 24th, the passing of former Selectman Michael O'Donnell, the refinancing of CVSD's USDA loans, the Becker website, increased collections at the donation bin at Rochdale Park, the parks and rec awards ceremony at Tarentino Park, investing in cameras to help with vandalism at town parks and buildings, applying for funding to eradicate water chestnuts in Town waterbodies, being careful during the upcoming heat wave, the upcoming Becker Open House tomorrow from 5-7pm, dumping out standing water to prevent mosquito breeding, a shuttle from the Senior Center to the Becker Open House and showing the Becker virtual tour at the Senior Center.

4. RESIGNATIONS & APPOINTMENTS

a. Resignation – Kelley Southwick – Health Insurance Advisory Committee (Teachers Union Rep)

Motion 080921-4a: A motion was made by Ms. Provencher and seconded by Mr. Duggan to accept the resignation of Kelley Southwick from the Health Insurance Advisory Committee (Teachers Union Rep). Motion carries: **5:0:0**.

b. Appointment- Kimberly Ferdella – Health Insurance Advisory Committee (Teachers Union Rep)

Motion 080921-4b: A motion was made by Mr. Phillips and seconded by Mr. Shocik to appoint Kimberly Ferdella to the Health Insurance Advisory Committee (Teachers Union Rep). Motion carries **5:0:0**.

c. Appointment – Interim EMS Director – Brian Kelley

Mr. Genereux noted that a three-member panel interviewed prospective Interim EMS Director candidates and unanimously recommended Brian Kelley. The panel was very impressed with Mr. Kelley's experience and plan of entry. The Interim EMS Director appointment will run through until February 7th, 2022.

Motion 080921-4c: A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Brian Kelley to the position of Interim EMS Director. Motion carries: **4:0:1 (Mr. Phillips abstained)**

5. OTHER BUSINESS

a. Execute Contract- Interim EMS Director – Brian Kelley

Motion 080921-4a: A motion was made by Mr. Shocik and seconded by Mr. Duggan to approve the contract for Interim EMS Director Brian Kelley. Motion carries: **4:0:1 (Mr. Phillips abstained)**

b. Accept Senior Center Donation

Motion 080921-4b: A motion was made by Ms. Provencher and seconded by Mr. Phillips to accept a \$1,000 donation to the Senior Center from the Camosse Family. Motion carries: **5:0:0.**

c. Award IT Managed Services Contract and Authorize Town Administrator to Sign Contract (ClearCom IT)

The Town put out a request for proposals for IT managed services and three proposals were received. The IT review committee consisting of Ms. Forsberg, Chief Antanavica and Chief Dupuis unanimously ranked ClearCom's RFP the highest. ClearCom's proposal came in at \$3,700 per month. ClearCom came in at \$3,700 per month.

Motion 080921-4c: A motion was made by Ms. Provencher and seconded by Mr. Shocik to award the IT Managed Services Contract to ClearCom IT and to authorize the Town Administrator to sign the contract. Motion carries: **5:0:0.**

d. Award Highway Materials Bids and Sign Contracts (Indus & Atlantic Line Painting)

Motion 080921-4d: A motion was made by Ms. Provencher and seconded by Mr. Duggan to approve the Highway Materials Bids as presented and sign contracts with Indus for crack sealing & Atlantic Line Painting for line painting. Motion carries: **5:0:0.**

e. Set Date, Time and Location for Fall Special Town Meeting – October 26, 2021 at 7pm, Town Hall Gym

Motion 080921-4d: A motion was made by Ms. Provencher and seconded by Mr. Duggan to set the Fall Special Town Meeting on October 26, 2021 at 7pm at the Town Hall Gym. Motion carries: **5:0:0.**

f. Close the Fall Special Town Meeting Warrant on September 8, 2021 at 5pm

Motion 080921-4d: A motion was made by Ms. Provencher and seconded by Mr. Phillips to close the Fall Special Town Meeting Warrant on September 8, 2021 at 5pm. Motion carries: **5:0:0.**

g. Discuss/Vote on FY22 Town Administrator Goals

This item was passed over.

Motion 080921-6: A motion to adjourn was made by Mr. Antanavica and seconded by Ms. Provencher at 8:56pm. Motion carries: **5:0:0.**