

PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: September 12, 2022

TIME: 6:00pm

LOCATION: Select Board Conference Room, 3 Washburn Sq, Hybrid

REQUESTED BY: Kristen L. Rubin, 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://meet.goto.com/leicesterselectboard>
(571) 317-3122; Access Code: 364-032-797

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 6:00pm – One Day Wedding Liquor License – Creedon and Co. Caterers – September 24, 2022
- b. 6:00pm – Town Common Fee Waiver – Greenville Baptist Church, Family Fun Fest – October 1, 2022
- c. 6:00pm – Request to Form Permanent Open Space and Rec Committee – Jan Parke

2. PUBLIC COMMENT PERIOD

3. CIVIC ANNOUNCEMENTS

- a. Leicester Harvest Fair – September 17, 2022 (10:00 am – 4:00 pm) – Town Common & Becker Campus
- b. Town Wide Yard Sale – October 1, 2022 (8:00am-3:00pm) - Rain Date October 2, 2022

4. REPORTS

- a. Student Liaison Reports
- b. Report of the Town Administrator's Office
- c. Select Board Reports

5. RESIGNATIONS & APPOINTMENTS

- a. Resignation – Erik Lerdal – Economic Development Committee
- b. Resignation – Tim Lyon – Paramedic

6. OTHER BUSINESS

- a. Set Date and Time for Trick or Treating
- b. FY 23 Highway Department Road Improvements
- c. Bid Award – Cold Planing (P.J. Keating)
- d. Bid Award – Line Painting (Hi-Way Safety Systems)
- e. Change of Demand Fees for the Treasurer/Collector (MGL Ch 60, Sec 15)
- f. Discuss/Vote on Special Town Meeting Warrant Articles

7. MINUTES

- a. August 22, 2022

ADJOURN



August 23, 2022

Via First Class Mail

Town of Leicester
Select Board
3 Washburn Square
Leicester, MA 01524

Chief Kenneth Antanavica
Leicester Police Department
90 South Main Street
Leicester, MA 01524

**Re: Section 12C Caterer's Liquor License
Notice of Event – 9/24/22**

Dear Sirs/Mesdames:

Pursuant to our Caterer's Liquor License issued by the Commonwealth of Massachusetts under M.G.L. c. 138, § 12C, we are notifying you of a private event being held on Saturday, September 24, 2022 at the YWCA Camp Wind in the Pines for a wedding reception during which alcohol will be served from 5:00 PM – 9:00 PM. We enclose herewith the following documents:

- photocopy of our Caterer's Liquor License; and
- proof of liquor liability insurance.

Also, the emergency contact information of the manager of the catering company is: Julie Creedon, cell no. 508-868-6810. Should you have any questions or concerns in the meantime, please do not hesitate to contact us at the office. Thank you.

Sincerely,

Amy Penney
Marketing & Office Manager

Email: Amy@CreedonAndCo.com
Direct Dial: 508-792-3100
Facsimile: 508-831-9950



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2022

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

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

PRODUCER Zemaitis/Baker Insurance Agency 108 Shrewsbury Street Suite 201 Worcester MA 01604		CONTACT NAME: Joseph Zemaitis PHONE (A/C, No, Ext): (508) 752-7777 E-MAIL ADDRESS: jzemaitis@zemaitisbaker.com FAX (A/C, No): (508) 752-8580
INSURED Creedon And Company inc II Vending Express 39 Jolma Rd Worcester MA 01604		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Casualty Insurance Co INSURER B: Ohio Security Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 24074 24082

COVERAGES**CERTIFICATE NUMBER:** CL2282204158**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BKO55313020	10/11/2018	10/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS55313020	10/11/2021	10/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO55313020	10/11/2021	10/11/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PER STATUTE \$ OTHER \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**TOWN OF LEICESTER
3 WASHBURN SQUARE

LEICESTER

MA 01524

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

AUTHORIZED REPRESENTATIVE

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DATE (MM/DD/YYYY)

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PRODUCER ZEMAITIS/BAKER INSURANCE AGENCY 108 SHREWSBURY ST WORCESTER MA 01604		CONTACT NAME: Joseph Zemaitis PHONE (A/C, No, Ext): (508) 752-7777 E-MAIL: jzemaitis@zemaitisbaker.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: PENNSYLVANIA MANUFACTURERS ASSOC INS INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 12262
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INSURED CREEDON AND COMPANY INC 39 JOLMA ROAD WORCESTER MA 01604	CERTIFICATE NUMBER: 807293 REVISION NUMBER:
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			N/A			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			N/A			COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			N/A			EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	N/A	WCMA000056502	05/03/2022	05/03/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				N/A			

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

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at www.mass.gov/lwd/workers-compensation/investigations/.

CERTIFICATE HOLDER

Town of Leicester
3 Washburn Square

Leicester

MA 01524

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Daniel M. Crowley, CPCU, Vice President Residual Market - WCRI/BMA

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Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

TRANSPORTATION & DELIVERY PERMIT

M.G.L. c. 138, § 22

This Permit hereby authorizes the use of the following vehicle for transportation and delivery of alcoholic beverages:

Vehicle Plate Number

S122291

Related License:

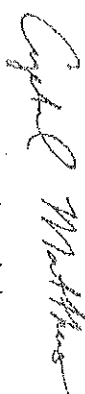
Creedon and Co., Inc.

ABCC License Number: CR-LIC-000007

License Type: Caterer

Approved by the Alcoholic Beverages Control Commission on December 28, 2021


Jean Lorzio, Chairman


Crystal Matthews, Commissioner


Deborah Baglio, Commissioner

License Number: TR-LIC-000016

Record Number: 2021-000081-CR-REN

THIS PERMIT WILL EXPIRE DECEMBER 31, 2022 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS PERMIT SHALL BE CARRIED IN THE VEHICLE AT ALL TIMES



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

CATERER'S LICENSE

M.G.L. c. 138, § 12C


This License permits the following licensee to: (a) to sell and serve alcoholic beverages to be served and drunk on the premises where the licensee caters a private event that is not open to the public; and (b) to store, transport, sell and deliver alcoholic beverages in the ordinary course of the licensee's business:


Creedon And Co., Inc.

39 Jolma Road
Worcester, MA 01604

Approved by the Alcoholic Beverages Control Commission on December 28, 2021.


Jean Lorizio, Chairman


Crystal Matthews, Commissioner


Deborah Baglio, Commissioner

License Number: CR-LIC-000007

Record Number: 2021-000081-CR-REN

THIS LICENSE WILL EXPIRE DECEMBER 31, 2022 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ

From: [Sean Smith](#)
To: [Rubin, Kristen](#); [Genereux, David](#)
Subject: Requesting Waiver of fees for event
Date: Tuesday, August 30, 2022 2:33:57 PM

Hello Kristen and David,

I was told that you are contact people for requesting a waiver of Leicester Town common event fees for non-profits.

I represent Greenville Baptist Church in Rochdale, and we are putting our annual Family Fun Fest in the Leicester Common on October 1st.

The family fun fest that we are having in the Leicester Common has no cost to the public (all the food, music, games, and entertainment, is free, and we will be giving away free gift cards to people who attend.)

Would this qualify us for a waiver of the usage fee?

Thank you for your time,

-Sean Smith
Greenville Baptist Church



Town of Leicester PLANNING BOARD

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

To: David Genereux, Town Administrator
Select Board
Cc: Conservation Commission
Planning Board
From: Alaa Abusalah, Director of Development & Inspectional Services/Town Planner
Re: Open Space and Recreation Implementation Committee
Date: September 6, 2022

The purpose of this brief is to discuss the creation of an Open Space and Recreation Plan Implementation Committee.

2021 Open Space and Recreation Plan (OSRP)

Planning for the future of open spaces and recreational facilities and resources is a high priority of the Town of Leicester. With the support of the Central Massachusetts Regional Planning Commission, the Town's 2021 plan was reviewed and approved by the Commonwealth of Massachusetts' Executive Office of Energy and Environmental Affairs on April 21, 2022. For more information and to review the approved plan, visit Leicesterma.org/OSRP.

Plan Implementation

The purpose of the Open Space and Recreation Implementation Committee is to maintain the OSRP action plan, build connections between the many town organizations that influence open space and recreation, and advocate for town decision-making aligned with the OSRP goals.

Recommended Next Steps

On August 23, 2022, the Planning Board voted to recommend that the Select Board formalize this committee with legislation. As a public body, the committee can be structured to be most effective in implementing the objectives of the 2021 plan. Establishing a standing committee will require amendments to the Town's General Bylaws which would require consideration at a future Town Meeting.

With your support, planning staff will work with stakeholders including the Town Administrator's Office, land use boards and commissions, the public, and organizations such as the Common Ground Land Trust, to draft a bylaw that articulates composition, purview, and clear objectives of the committee. I am recommending that the creation of this committee be the responsibility of the planner from the Department of Development and Inspectional Services to ensure there is a consistent point of contact with the administration and to facilitate communication including periodic reports to the Select Board.

If you have any questions or concerns, I can be reached at abusalaha@leicesterma.org or 508-892-7007.

AUGUST 2022

TO LEICESTER SELECT BOARD

TOWN ADMINISTRATOR

TOWN PLANNER

I wish to place two items before you for consideration.

I am writing this as Pres. of Common Ground Land Trust (with the approval of the Bd. of Directors of that organization). And also, as a VERY concerned citizen of our town.

I have been waiting for the challenges of the Becker reuse and the school use plans to have forward movement. You have had so much on your plate.

But now another forward movement is needed, to protect the natural resources of our town.

Recently, I have been approached by several citizens who live in and outside of our town; who are alarmed and frustrated by the invasion of Water Chestnut in Greenville Pond. These persons have experience in the hand removal of this invasive plant. There are also a good many residents of Rochdale who wish to tackle this, hands on.

The time is prime in the growing season to tackle this before the seed pods mature.

Our town has long neglected their responsibility. It will eventually choke off water flow. This dam was installed as flood control. The weed has travelled down the French River to Rochdale Pond and into Texas Pond in Oxford.

We are asking permission to organize, a hands-on, volunteer effort to begin to tackle this invasion. We can use a town provided waiver (for insurance purposes) for volunteers to sign.

I have had an informal conversation, with Highway foreman, Brian. He suggests a doable and cost-effective plan. Parking a small dump truck on the land trust property on River St. on a Friday aft.; and then driving it on Monday morning to the town composting site on Mannville St. I have researched the composting of this plant. It is effective and the seed pods will not be washed downhill into any water body. (The seeds do remain viable for a good many years!)

This will NOT be a permanent solution, only a beginning. BUT it will show residents an intention to address this invasive. The town should still seek funding and make an ongoing plan. The Conservation Commission needs to address this, along with the Select Board.

This plan, involving volunteers, was written into the recent Open Space and Recreation Plan. In Section 9: Goal 1: Objective 2: Year 1.

We have a member of our organization, who has placed funds in our treasury to assist with this project. This has been done anonymously.

This project needs to be approved and implemented immediately.

We are ready to act upon your approval.

THE SECOND ITEM which we present for your consideration is related to the first, in that it supports the preservation of the natural resources of our town.

In the last several years, I have attended numerous public hearings of the Planning Boards and Conservation Commissions in both Leicester and Spencer. (Common Ground Land Trust serves both communities.)

Both boards are challenged to uphold very specific by-laws of our town and the state. This is time consuming and sometimes narrow in scope.

Our Town Planner is charged with a VERY broad job description while supporting both of these boards plus zoning, permitting and inspectional services. She needs a support team and cheering section!

SO, we request the appointment of a permanent Leicester Open Space and Recreation Committee. This is in process in the town of Spencer at this time.

And this has been a written goal of the land trust for both of our communities.

This appointment is supported by the Open Space Plan in Section 9, Goal 3. Objective 2, Year 1.

Our Town Planner is in possession of a booklet outlining the responsibilities and resources for such a committee. It was written by several state departments.

This committee would look at the LARGE picture and use the 7 Year Plan to support other boards. In past years, the 7yr. plan often gathered dust on the shelf!

We ask that you consider these requests, to bring balance to the push for economic development. Our natural resources need your attention. Natural resources also bring new families and business to our community.

Thank you for your time,

Jan Parke

For Common Ground Land Trust

And Myself !



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

September 8, 2022

To: Select Board
From: David Genereux, Town Administrator
RE: Report of the Town Administrator's Office

The following is a report on the general activities of the Town Administrator through July 28th, 2022

Former Becker property

- Assisted Health Department with various building issues at Marsh Hall including heat, sewer, asbestos removal etc in preparation for their move DG, KR

-

Economic Development/Businesses

- Worked with the Mandaean Community Center on completing their licensing KR, MC

-

Citizen issues

- Worked on a business noise complaint issue with an adjacent resident KR

Financial/Budgetary

- Reviewed Highway Materials Bids and prepared contracts for Select Board review DG
- Assembled the second draft of the Fall Town Meeting warrant DG
- Reconciled Town credit card KR
- Set up Advisory Committee Town Meeting hearings and interviews for open positions on Advisory KR

Human Resources

- Onboarded several employees including two new highway truck driver/laborers and the new Assistant Town Administrator KR

Misc.

- Worked on several insurance claims including the lightning strike at the Fire Station, the Town Hall roof leak, KR
- Worked with the RFO on scheduling, collection of fees and installation of a porta potty at Rochdale Park KR
- Continued to spend most of my time training new executive assistant and had one training day with the new ATA. One more training day to be held with the new ATA prior to my departure. Worked to close out a number of outstanding items and on a department procedure manual KR

From: [EDC](#)

To:

Erik Resignation

Monday, August 22, 2022 2:26:42 PM

Subject:

Date:

Hello all,

I know we are looking at reorganization and this comes at a time I just learned my new work assignments which will unfortunately prevent me from being a member going forward. I didn't anticipate this but cannot refuse the opportunity. I am reaching out to let you all know as I think someone with a better schedule would be a better fit for member, I can go over any EDC website and email login too with the existing members or new chair choice anytime. I will unlikely be able to attend the meeting this Thursday as it's my first day at my new position.,

It was a pleasure meeting with you all and being part of the EDC, but I must resign in order to keep it going effectively right now as member.

Thanks and shoot me an email if you have any questions,

Erik

Erik Lerdal



Brian Kelley <bkelley@leicesterfireems.org>

Resignation

Tim Lyon

Mon, Aug 8, 2022 at 5:27 PM

To: Brian Kelley <bkelley@leicesterfireems.org>

Good afternoon Brian,

As of this date 8/8/22 I will be officially resigning from Leicester EMS as I am unable to fulfill the hours required due to scheduling conflicts. I would like to leave the door open to possibly return in the future. I will bring my radio and key fob to the station within the next few weeks.

Thank you,

Tim Lyon
Sent from my iPhone



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

September 11, 2022

To: Select Board
From: David Genereux, Town Administrator
RE: FY 2023 Road Work

Please be advised that the Highway Department is recommending the following road work to be done pursuant to the Chapter 90 program:

Milling/Asphalt in place

Marshall Street (Paxton to Millbury)
Chapel Street (Mulberry Street to Pole #29)
Auburn Street (High tension wires to Stafford Street)
Stafford Street (Worcester Line to Sunrise Ave)
Pleasant Street (River Street to Stafford Street)

Line Painting

Marshall Street (Worcester to Paxton)
Winslow Ave (Paxton Street – Old Main)
Pleasant Street (Route 9 – Auburn Line)
Huntoon Highway (Pleasant Street to Oxford Line)
Stafford Street (Worcester line to Oxford Line)
Mill Street (Stafford Street to Oxford Line)
River Street (Pine Street to Pleasant Street)
Auburn Street (Route 9 to Stafford Street)
Chapel Street (Main Street to Mulberry Street)

Estimated costs:

Milling (59,510 Square yards x \$1.84 sq yard) = \$109,498.40
Asphalt in place (5,029 tons x \$92.24 p/ton) = \$463,874.96
Line painting - \$22,779.92
Contingency (10%) - \$59,615.32
Total estimated Chapter 90 cost - \$655,768.60

Company	Non-collusion	References	Attestation	Bid
P.J. Keating	x	x	x	1.84 square yard
Mass Broken Stone	x	<u>x</u>	x	2.04 squre yard
Cassidy	x	<u>x</u>	x	9.89 square yard
Walsh Contracting Corp	x	<u>x</u>	x	2.55 per square yard
Garrirty Asphalt Reclaiming Inc	x	<u>x</u>	x	2.50 per sqyare yard
PJ Albert	x	<u>x</u>	x	2.24 per square

TOWN OF LEICESTER

DATE: SEPTEMBER 12, 2022

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

Contractor Name: P.J. Keating

Contractor Address: 998 Reservoir Road

Lunenburg, MA 01462

Telephone Number: (978) 582-5200

Fax Number _____

Contact Name: Andy Brewer

Contact Email:

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

Removing, by Cold Planer, bituminous concrete in designated areas. The Contractor shall provide all equipment necessary for cold planing, hauling of all removed materials and cleaning of surface in preparation of pavement. There may be roadways that will require keyways up to 3 feet wide that will not be cold planed; they will be resurfaced only.

Materials removed by the Cold Planer shall become the property of the Town of Leicester. All materials shall be deposited at the Leicester Highway Department, located at 59 Peter Salem Road, Leicester, MA, 01524.

In general, all bituminous and incidental materials used in the work shall conform to the requirements of the "Massachusetts Department of Public Works – Standard Specification for Highways and Bridges – 1988 Edition" unless specifically stated otherwise herein.

All construction methods shall conform to the applicable provisions of the "Massachusetts Department of Public Works – Standard Specifications for Highways and Bridges – 1988 Edition" unless specially stated otherwise herein.

The Cold Planer must be equipped with an elevation device capable of loading planed materials directly into dump trucks while operative. It shall have all necessary safety devices such as reflectors, headlights, taillights, flashing lights, and back up signals so as to operate safely in traffic both days and nights.

The Cold Planer shall be designed and built for planing flexible pavements and possess the ability to plane cement concrete patch when encountered in bituminous pavement. It shall be self-propelled and have the means for planing without tearing or gouging the underlying surface. Variable lacing patterns shall be provided to permit a rough or grooved surface as directed.

TOWN OF LEICESTER
Leicester, Massachusetts

The depth to be determined by the Highway Superintendent or Foreman shall be no less than one and one-half (1 1/2) inch cut to predetermine grade of any specified lesser depth may be required in one pass. The minimum width of pavement planed in each pass shall be six feet, except in areas to be trimmed and edged. The machine shall be adjustable as to crown and depth and meet the standards set by the Air Quality Act for noise and air pollution.

The milled or planed surface shall conform generally to the grade and cross slope required. The surface shall not be torn, gouged, shoved, broken or excessively grooved. It shall be free of imperfections in workmanship that prevent resurfacing after this operation, surface texture shall be as specified by the Highway Superintendent or Foreman. Excess material shall be removed so that the surface is acceptable to traffic as required.

All structures, manholes and gate boxes shall be cleaned free of any old bituminous concrete to make room for new material.

Hand work will be required along different areas of the project.

The Contractor will be responsible for all traffic control and police detail. A traffic plan must be approved by the Leicester Police Department and the Highway Superintendent or Foreman.

This contract for this bid shall be for cold planing approximately 59,510 square yards of pavement. Award of this bid does not guarantee the winning bidder any amount of labor to be performed.

2. The Contract price to be paid to the Contractor by the Town is:
59,510 square yards x \$1.84 sq yard = \$109,498.40

3. Payment will be made as follows:

3.1 Progress payments – The invoice for which shall include address where the work was performed, the date that the work was performed and the square yards that were cold planed (Square yards measured must correspond with the amounts listed in the IFD, unless otherwise approved in advance by the Highway Superintendent or Foreman.

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$109,498.40 as more fully set forth in the Contractor Documents, unless approved by the Highway Superintendent or the Town Administrator.

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

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/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 *(Surety in the form of a 50% payment bond and 5% bid surety is required)*

4.1 In the event the contract price exceeds the sum of \$10,000.00, the Contractor must provide security in the form of a bond or otherwise, conditioned upon the faithful performance of this Contract.

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 ensure 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) Request for Proposals 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 anyone 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 06/30/2023, 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 30B – Procurement of Goods and Services.

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

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings 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 consider 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 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

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.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Leicester as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the

Work including injury or destruction of tangible property, including loss of use resulting therefrom.

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

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT C attached hereto.

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 Chair	Date
--------------------	------

Signature
Date

Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant

Date

CONTRACT CHECKLIST

Initials

- | | |
|---|----------|
| 1. Certification of Signatures | Complete |
| <ul style="list-style-type: none">• For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)• For LLC: need Manager signature or signed vote of the LLC | |
| 2. Certificate of Non-collusion | Complete |
| 3. Insurance Certificate
(Showing Town as additional insured) | Complete |
| <ul style="list-style-type: none">• Matches amount of insurance required under contract | |
| 4. Certificate of Good Faith | Complete |
| 5. Certificate of Tax Compliance | Complete |
| 6. Signed by Contractor | Complete |
| <ul style="list-style-type: none">• Matches certification by Corp officer of authority | |
| 7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State | Complete |

Contract Reviewed by: _____
Signature

SUPPLEMENT “C”

[] CONSTRUCTION

SUPPLEMENT “C” - Applicable to Contracts for the construction of:

(1) Public Buildings and Public Works

(Governed by the provisions of General Laws Chapter 30B);

(2) Public Buildings

(Governed by the provisions of General Laws Chapter 149, § 44A, et seq.); and

(3) Public Works

(Governed by the provisions of General Laws Chapter 30, §39M, et seq)

1. This form supplements the Town of Leicester “Contract and General Conditions” and applies only to contracts for the construction, reconstruction, alteration, remodeling or repair of public works or public buildings.
2. Wherever the law requires one contracting with a city or town to be bonded, such obligation shall be understood to be a term and condition of this Contract. The Contractor agrees to secure such bond (where required) in the form required by the Town and provide an original thereof to the Town prior to the commencement of performance.
3. Equality:
 - 3.1. In the case of a closed Specification written for a specific item or items to be furnished under the Base Bid, such specifications shall, as applicable, be in compliance with the Massachusetts General Laws, Chapter 30, Section 39M and Chapter 149, Sec. 44A et seq.
 - 3.2. Where the name of an item, material or manufacturer is mentioned in the Specifications or on the Drawings, except as above noted, the intent is to establish a standard and in no way should be construed to exclude any item or manufacturer not mentioned by name, but whose product meets the Specifications as to design, utility, and quality. Final decision shall rest solely with the Town’s Project Representative (herein after “Project Representative”) as to its acceptability.
4. Change Orders:
 - 4.1. Change orders must receive the approval of the Town Administrator and the appropriate Department or Division Head and must be supported by the project engineers and architects, if any.
 - 4.2. Change orders to contracts governed by General Laws Chapter 30B may not increase the quantity of goods or services provided by more than twenty-five (25%) per cent, in compliance with Sec. 13 of Chapter 30B.
5. The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Sec. 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 and 27D (Prevailing Wage), as shall be in force and as amended.

6. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the property of the Town and others, including adjacent property, from injury or loss arising in connection with the Contract. The Contractor shall make good any such damage, injury, or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Town, or due to causes beyond the Contractor's control and not the Contractor's fault or negligence.
7. The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State, and local laws and codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor will erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, shall post danger signs warning against the hazards created by such features of construction such as pits, protruding nails, hosts, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents.
8. The Town shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide suitable accommodations for such access.
9. The Contractor shall appoint a competent superintendent and foreman and any necessary assistants, all of whom shall be satisfactory to the Town. If the Town in its sole discretion determines that the construction superintendent, foreman, or assistants are unacceptable to the Town, then upon seven days-notice from the Town, the Contractor shall replace such person or persons with people acceptable to the Town.
10. The Contractor shall give efficient supervision to the work, using its best skill and attention. The Contractor shall carefully study and compare the drawings, specifications and other instructions and shall at once report to the Town any error, inconsistency or omission which shall be discovered. Included in this responsibility shall be supervision of all work performed by subcontractors on the work.
11. Notwithstanding any other provision of this Contract to the contrary, if the Contractor should neglect to prosecute the work properly or fail to perform the contract or any of its provisions, the Town, upon three days written notice, may, without prejudice to any other remedy it may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor.
12. Inspection by the Town's Project Representative
 - 12.1. The Town shall have the right to designate a Project Representative who may make periodic visits to the site to familiarize the Town generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. The Project Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of these observations while at the site, the Project Representative will keep the Town informed on the progress of the work, will endeavor to guard the Town against defects and deficiencies in the work of contractors, and may condemn structural work as failing to conform to the Contract Documents. The Project Representative shall have authority to act on behalf of the Town only to the extent expressly delegated by the Town, which shall be shown to the Contractor, and shall have authority to stop the work whenever such stoppage may reasonably be necessary to insure the proper execution of the Contract.
 - 12.2. In connection with the work, the Project Representative shall not be responsible for construction methods, means, techniques, sequences, or procedures employed by the Contractor or the Contractor's safety programs, requirements, regulations, or precautions.

13. Decisions of the Project Representative

- 13.1. The Project Representative shall, within a reasonable time, make decisions on all claims of the Town or the Contractor and on all other matters relating to the execution and progress of the structural work or the interpretation of the Contract Documents.
- 13.2. The Project Representative's decision, in matters relating to the project, shall be final, if within the terms of the Contract Documents.
- 13.3. If, however, the Project Representative fails to render a decision within ten days after the parties have presented their evidence, either party may then avail itself of the remedies provided in this Contract or available to it by law. If the Project Representative renders a decision after such remedies have commenced, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decision is acceptable to the parties concerned.

14. Use of Premises by the Contractor:

- 14.1. The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law, by-laws, permits or directions of the Town and shall not unreasonably encumber the premises with its materials.
- 14.2. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

15. Maintenance of Premises:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the work site and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean", or its equivalent, unless more exactly specified. In case of dispute, the Town may remove the rubbish and charge the cost to the several contractors, as the Town shall determine to be just.

16. Right to Terminate

In addition to any other remedies herein provided and notwithstanding any other provisions hereof to the contrary, if the Contractor should (1) be adjudged a bankrupt, (2) make a general assignment for the benefit of creditors, (3) have a receiver appointed on account of its insolvency, (4) persistently or repeatedly refuse or fail to supply enough personnel and resources to perform the contract, (5) fail to make prompt payment to subcontractors or to providers of materials or labor, (6) persistently disregard laws and regulations or lawful directives of the Town, or (7) be guilty of a substantial violation of any provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving the Contractor (or any surety) seven days written notice, terminate the contract and the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it deems appropriate.

In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid amount owed to the Contractor for work already completed shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, legal, and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balances, the Contractor shall pay the difference to the Town.

The Contractor shall not be relieved of liability to the Town by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor's performance under this contract shall survive any termination hereunder.

Notwithstanding any other provision of this Agreement, the Town reserves the right at any time in its absolute discretion to suspend or terminate this Agreement in whole or in part for its convenience upon seven days written notice to the Contractor. The Town shall incur no liability by reason of such termination except for the obligation to pay compensation for all work performed by the Contractor and accepted by the Town to the termination date.

17. Progress Payments:

- 17.1. The Contractor shall submit to the Town an itemized Application for Payment, supported to the extent required by the Town by invoices or other vouchers, showing payments for materials and labor, payments to Subcontractors and such other evidence of the Contractor's right to payment.
- 17.2. The Contractor shall, before the first application, submit to the Town a schedule of values of the various parts of the work, including quantities aggregating the total sum of the Contract, divided so as to facilitate payments to Subcontractors, made out in such form as the Town and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness. This schedule, when approved by the Town, shall be used as a basis for payment, unless it is found to be in error. If applying for payments, the Contractor shall submit a statement based upon this schedule.

18. Withholding of Payments

- 18.1. The Town may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary in its reasonable opinion to protect the Town of Leicester from loss on account of:
 - 18.1.1. Defective work not remedied.
 - 18.1.2. Claims filed or reasonable evidence indicating probable filing of claims.
 - 18.1.3. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
 - 18.1.4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - 18.1.5. Damage to another contractor.
 - 18.1.6. Delays resulting in liquidated damages.
- 18.2. Withholding of payments shall be in strict compliance with statutory requirements.

19. Claims by Contractor and Liability of Town

All claims by the Contractor against the Town shall, unless otherwise provided by law, be initiated by a written claim submitted to the Town no later than seven (7) calendar days after the event or the first appearance of the

circumstances causing the claim. The claim shall set forth in detail all known facts and circumstances supporting the claim. The Contractor shall continue its performance under this contract regardless of the submission or existence of any claims.

The limit of liability of the Town under this Agreement is limited to the compensation provided herein for work actually performed and shall in no event include liability for delays or for incidental, special or consequential damages or lost profits or for damages or loss from causes beyond the Town's reasonable control.

20. Damages for Delay:

The Contractor shall not have claims for any damages, costs, or expenses of any kind or nature, for any suspension, delay, interruption, or acceleration of the work on the part of the Town, architect, or any of their consultants in performing or furnishing any work, or resulting from problems or deficiencies with materials, information, or documentation and/or decisions in connection with the execution of the work. The Contractor's sole remedy for such delay shall be for a claim for an extension of time to its period of contract performance.

21. The Contractors' Mutual Responsibility:

Should the Contractor cause damage to any separate subcontractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement, or by recourse to remedies provided by law or by the provisions of the contract. If such separate contractor sues the Town on account of any damage alleged to have been sustained, the Town shall notify the Contractor, who shall defend such proceedings at the Town's expense and, if any judgment against the Town arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Town including attorney's fees and related costs of litigation.

22. Separate Contracts:

22.1. The Town reserves the right to let other Contracts in connection with this work under similar General Conditions. The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its work with theirs.

22.2. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work except as to defects which may develop in the other contractor's work after the execution of its work.

22.3. To ensure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Town any discrepancy between the executed work and the Drawings.

23. Subcontracts:

23.1. All Subcontracts shall be awarded in conformity with the requirements of the General Laws, Commonwealth of Massachusetts, Chapter 149, Sections 44A to 44L, inclusive.

23.2. The Contractor agrees that it is as fully responsible to the Town for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

23.3. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Town.

24. Contractor-Subcontractor Relations:

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Drawings and Specifications, as far as applicable to its work, including the provisions of the General Laws, Commonwealth of Massachusetts, Chapter 149, Section 44A, et seq.

25. The Contractor's Insurance:

Notwithstanding any other provisions of this Contract to the Contrary and in addition to any requirements set forth in the Contract, the Contractor shall provide and maintain the following insurance:

- 25.1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

25.2 Liability Insurance Requirements

In addition to the liability insurance requirements set forth in the Contract, the liability insurance shall include all major divisions and shall be on a comprehensive general basis including Premises and Operations, Owners and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned and Hired Motor Vehicles. All such insurance shall be written for not less than any limits of liability required by law, unless otherwise provided in the contract documents. The Contractor's insurance shall include:

Excess Liability	(Umbrella)	\$3,000,000
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Excess Liability (Umbrella) Insurance (Subcontractors)	\$1,000,000 or 1.5 times the value of the subcontract, whichever is higher.
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- 25.3. The above insurance policies shall also be subject to the following requirements:

25.3.1. Insurance coverage for the Contractor's Comprehensive General Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance" shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.

25.3.2 All premium costs shall be included in the Contractor's bid.

26. Protective Liability Insurance:

- 26.1. The Contractor shall purchase and maintain such insurance as described in the preceding paragraph as will protect the Town from claims which may arise from operations under the Contract, including operations performed for the named insureds by independent contractors and general inspection thereof by the named insureds.

- 26.2. The Contractor shall also purchase and maintain such insurance as will protect the Town against Automobile Non-Ownership Liability in connection with the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 26.3. The limits of liability for coverage required under the Contract shall be as specified within the Contract documents.

The Town shall be named as an additional insured on the above referenced liability Policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements and amendments, shall be the sole responsibility of the Contractor.

27. Liens:

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Town a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor shall comply with all statutory provisions of the General Laws of the Commonwealth of Massachusetts with regard to liens, Chapter 254 and 149 as amended (as a minimum requirement).

28. Guarantees:

29.1 The Contractor guarantees and warrants to the Town that all labor furnished under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

28.2. If at any time any part of the work constructed under the terms of this contract shall in the opinion of the Town Administrator require repairing due to defective work or materials furnished by the Contractor, he may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to start such repairs within ten days of the date of giving it notice thereof and to complete the same to the satisfaction of the Town Administrator with reasonable dispatch, then the latter may employ other persons to make such repairs. The Town shall charge the expense thereof to the Contractor and may use any moneys still retained to pay for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.

28.3. All guarantees and warranties required in the various Sections of the Specifications which originate with a Subcontractor or Manufacturer must be delivered to the Town before final payment to the Contractor may be made for the amount of that subtrade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall be held to constitute a failure of the Subcontractor to fully complete his work in accordance with the Contract Documents. The Contractor's obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

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 Chair	Date
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Signature
Date

Print Name & Title

Company	Non-collusion	References	Attestation	Bid
Markings, Inc	x	x	x	27,023.80
Hi-way Safety Systems/K5 Corporation	x	<u>x</u>	x	22,640.44
Atlantic Pavement Markings	x	<u>x</u>	x	22,779.92

TOWN OF LEICESTER

DATE: SEPTEMBER 12, 2022

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

Contractor Name: K5 Corporation

Contractor Address: 9 Rockview Way

Rockland, MA 02370

Telephone Number (781) 982-9229

Fax Number _____

Contact Name Kathy DeLong

Contact Email _____

1. This is a Contract for the procurement of the following: Repainting double yellow, white edge, stop lines, and crosswalks in designated areas. The Contractor shall provide all equipment necessary for this task.
2. The Contract price to be paid to the Contractor by the Town is:
\$22,640.44
3. Payment will be made as follows:

3.1 Progress payments – The invoice for which shall include address where the work was performed, the date that the work was performed and the square feet that was painted (Square feet measured must correspond with the amounts listed in the IFD, unless otherwise approved in advance by the Highway Superintendent or Foreman.).

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed as more fully set forth in the Contractor Documents, unless approved by the Highway Superintendent or the Town Administrator.

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

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/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 (*Surety in the form of a 50% payment bond and 5% bid surety is required*)

4.1 In the event the contract price exceeds the sum of \$10,000.00, the Contractor must provide security in the form of a bond or otherwise, conditioned upon the faithful performance of this Contract.

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 ensure 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) Request for Proposals 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 anyone 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 06/30/2023, 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 30B – Procurement of Goods and Services.

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

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings 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 consider 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 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

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.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and

\$3 Million per occurrence for bodily injury, which shall include the Town of Leicester as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

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

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT C attached hereto.

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 Chair _____ Date _____

Signature
Date

Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

CONTRACT CHECKLIST

Initials

- | | |
|---|----------|
| 1. Certification of Signatures | Complete |
| <ul style="list-style-type: none">• For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)• For LLC: need Manager signature or signed vote of the LLC | |
| 2. Certificate of Non-collusion | Complete |
| 3. Insurance Certificate
(Showing Town as additional insured) | Complete |
| <ul style="list-style-type: none">• Matches amount of insurance required under contract | |
| 4. Certificate of Good Faith | Complete |
| 5. Certificate of Tax Compliance | Complete |
| 6. Signed by Contractor | Complete |
| <ul style="list-style-type: none">• Matches certification by Corp officer of authority. | |
| 7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State | Complete |

Contract Reviewed by: _____
Signature

CONSTRUCTION

SUPPLEMENT “C” - Applicable to Contracts for the construction of:

(1) Public Buildings and Public Works

(Governed by the provisions of General Laws Chapter 30B);

(2) Public Buildings

(Governed by the provisions of General Laws Chapter 149, § 44A, et seq.); and

(3) Public Works

(Governed by the provisions of General Laws Chapter 30, §39M, et seq)

1. This form supplements the Town of Leicester “Contract and General Conditions” and applies only to contracts for the construction, reconstruction, alteration, remodeling or repair of public works or public buildings.
2. Wherever the law requires one contracting with a city or town to be bonded, such obligation shall be understood to be a term and condition of this Contract. The Contractor agrees to secure such bond (where required) in the form required by the Town and provide an original thereof to the Town prior to the commencement of performance.
3. Equality:
 - 3.1. In the case of a closed Specification written for a specific item or items to be furnished under the Base Bid, such specifications shall, as applicable, be in compliance with the Massachusetts General Laws, Chapter 30, Section 39M and Chapter 149, Sec. 44A et seq.
 - 3.2. Where the name of an item, material or manufacturer is mentioned in the Specifications or on the Drawings, except as above noted, the intent is to establish a standard and in no way should be construed to exclude any item or manufacturer not mentioned by name, but whose product meets the Specifications as to design, utility, and quality. Final decision shall rest solely with the Town’s Project Representative (herein after “Project Representative”) as to its acceptability.
4. Change Orders:
 - 4.1. Change orders must receive the approval of the Town Administrator and the appropriate Department or Division Head and must be supported by the project engineers and architects, if any.
 - 4.2. Change orders to contracts governed by General Laws Chapter 30B may not increase the quantity of goods or services provided by more than twenty-five (25%) per cent, in compliance with Sec. 13 of Chapter 30B.
5. The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Sec. 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 and 27D (Prevailing Wage), as shall be in force and as amended.
6. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the property of the Town and others, including adjacent property, from injury or loss arising in connection with the

Contract. The Contractor shall make good any such damage, injury, or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Town, or due to causes beyond the Contractor's control and not the Contractor's fault or negligence.

7. The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State, and local laws and codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor will erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, shall post danger signs warning against the hazards created by such features of construction such as pits, protruding nails, hosts, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents.
8. The Town shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide suitable accommodations for such access.
9. The Contractor shall appoint a competent superintendent and foreman and any necessary assistants, all of whom shall be satisfactory to the Town. If the Town in its sole discretion determines that the construction superintendent, foreman, or assistants are unacceptable to the Town, then upon seven days-notice from the Town, the Contractor shall replace such person or persons with people acceptable to the Town.
10. The Contractor shall give efficient supervision to the work, using its best skill and attention. The Contractor shall carefully study and compare the drawings, specifications and other instructions and shall at once report to the Town any error, inconsistency or omission which shall be discovered. Included in this responsibility shall be supervision of all work performed by subcontractors on the work.
11. Notwithstanding any other provision of this Contract to the contrary, if the Contractor should neglect to prosecute the work properly or fail to perform the contract or any of its provisions, the Town, upon three days written notice, may, without prejudice to any other remedy it may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor.
12. Inspection by the Town's Project Representative
 - 12.1. The Town shall have the right to designate a Project Representative who may make periodic visits to the site to familiarize the Town generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. The Project Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of these observations while at the site, the Project Representative will keep the Town informed on the progress of the work, will endeavor to guard the Town against defects and deficiencies in the work of contractors, and may condemn structural work as failing to conform to the Contract Documents. The Project Representative shall have authority to act on behalf of the Town only to the extent expressly delegated by the Town, which shall be shown to the Contractor, and shall have authority to stop the work whenever such stoppage may reasonably be necessary to insure the proper execution of the Contract.
 - 12.2. In connection with the work, the Project Representative shall not be responsible for construction methods, means, techniques, sequences, or procedures employed by the Contractor or the Contractor's safety programs, requirements, regulations, or precautions.
13. Decisions of the Project Representative

- 13.1. The Project Representative shall, within a reasonable time, make decisions on all claims of the Town or the Contractor and on all other matters relating to the execution and progress of the structural work or the interpretation of the Contract Documents.
- 13.2. The Project Representative's decision, in matters relating to the project, shall be final, if within the terms of the Contract Documents.
- 13.3. If, however, the Project Representative fails to render a decision within ten days after the parties have presented their evidence, either party may then avail itself of the remedies provided in this Contract or available to it by law. If the Project Representative renders a decision after such remedies have commenced, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decision is acceptable to the parties concerned.

14. Use of Premises by the Contractor:

- 14.1. The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law, by-laws, permits or directions of the Town and shall not unreasonably encumber the premises with its materials.
- 14.2. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

15. Maintenance of Premises:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the work site and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean", or its equivalent, unless more exactly specified. In case of dispute, the Town may remove the rubbish and charge the cost to the several contractors, as the Town shall determine to be just.

16. Right to Terminate

In addition to any other remedies herein provided and notwithstanding any other provisions hereof to the contrary, if the Contractor should (1) be adjudged a bankrupt, (2) make a general assignment for the benefit of creditors, (3) have a receiver appointed on account of its insolvency, (4) persistently or repeatedly refuse or fail to supply enough personnel and resources to perform the contract, (5) fail to make prompt payment to subcontractors or to providers of materials or labor, (6) persistently disregard laws and regulations or lawful directives of the Town, or (7) be guilty of a substantial violation of any provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving the Contractor (or any surety) seven days written notice, terminate the contract and the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it deems appropriate.

In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid amount owed to the Contractor for work already completed shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, legal, and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balances, the Contractor shall pay the difference to the Town.

The Contractor shall not be relieved of liability to the Town by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor's performance under this contract shall

survive any termination hereunder.

Notwithstanding any other provision of this Agreement, the Town reserves the right at any time in its absolute discretion to suspend or terminate this Agreement in whole or in part for its convenience upon seven days written notice to the Contractor. The Town shall incur no liability by reason of such termination except for the obligation to pay compensation for all work performed by the Contractor and accepted by the Town to the termination date.

17. Progress Payments:

- 17.1. The Contractor shall submit to the Town an itemized Application for Payment, supported to the extent required by the Town by invoices or other vouchers, showing payments for materials and labor, payments to Subcontractors and such other evidence of the Contractor's right to payment.
- 17.2. The Contractor shall, before the first application, submit to the Town a schedule of values of the various parts of the work, including quantities aggregating the total sum of the Contract, divided so as to facilitate payments to Subcontractors, made out in such form as the Town and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness. This schedule, when approved by the Town, shall be used as a basis for payment, unless it is found to be in error. If applying for payments, the Contractor shall submit a statement based upon this schedule.

18. Withholding of Payments

- 18.1. The Town may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary in its reasonable opinion to protect the Town of Leicester from loss on account of:
 - 18.1.1. Defective work not remedied.
 - 18.1.2. Claims filed or reasonable evidence indicating probable filing of claims.
 - 18.1.3. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
 - 18.1.4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - 18.1.5. Damage to another contractor.
 - 18.1.6. Delays resulting in liquidated damages.
- 18.2. Withholding of payments shall be in strict compliance with statutory requirements.

19. Claims by Contractor and Liability of Town

All claims by the Contractor against the Town shall, unless otherwise provided by law, be initiated by a written claim submitted to the Town no later than seven (7) calendar days after the event or the first appearance of the circumstances causing the claim. The claim shall set forth in detail all known facts and circumstances supporting the claim. The Contractor shall continue its performance under this contract regardless of the

submission or existence of any claims.

The limit of liability of the Town under this Agreement is limited to the compensation provided herein for work actually performed and shall in no event include liability for delays or for incidental, special or consequential damages or lost profits or for damages or loss from causes beyond the Town's reasonable control.

20. Damages for Delay:

The Contractor shall not have claims for any damages, costs, or expenses of any kind or nature, for any suspension, delay, interruption, or acceleration of the work on the part of the Town, architect, or any of their consultants in performing or furnishing any work, or resulting from problems or deficiencies with materials, information, or documentation and/or decisions in connection with the execution of the work. The Contractor's sole remedy for such delay shall be for a claim for an extension of time to its period of contract performance.

21. The Contractors' Mutual Responsibility:

Should the Contractor cause damage to any separate subcontractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement, or by recourse to remedies provided by law or by the provisions of the contract. If such separate contractor sues the Town on account of any damage alleged to have been sustained, the Town shall notify the Contractor, who shall defend such proceedings at the Town's expense and, if any judgment against the Town arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Town including attorney's fees and related costs of litigation.

22. Separate Contracts:

22.1. The Town reserves the right to let other Contracts in connection with this work under similar General Conditions. The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its work with theirs.

22.2. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work except as to defects which may develop in the other contractor's work after the execution of its work.

22.3. To ensure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Town any discrepancy between the executed work and the Drawings.

23. Subcontracts:

23.1. All Subcontracts shall be awarded in conformity with the requirements of the General Laws, Commonwealth of Massachusetts, Chapter 149, Sections 44A to 44L, inclusive.

23.2. The Contractor agrees that it is as fully responsible to the Town for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

23.3. Nothing contained in the Contract Documents shall create any contractual relationship between any

Subcontractor and the Town.

24. Contractor-Subcontractor Relations:

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Drawings and Specifications, as far as applicable to its work, including the provisions of the General Laws, Commonwealth of Massachusetts, Chapter 149, Section 44A, et seq.

25. The Contractor's Insurance:

Notwithstanding any other provisions of this Contract to the Contrary and in addition to any requirements set forth in the Contract, the Contractor shall provide and maintain the following insurance:

- 25.1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

25.2 Liability Insurance Requirements

In addition to the liability insurance requirements set forth in the Contract, the liability insurance shall include all major divisions and shall be on a comprehensive general basis including Premises and Operations, Owners and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned and Hired Motor Vehicles. All such insurance shall be written for not less than any limits of liability required by law, unless otherwise provided in the contract documents. The Contractor's insurance shall include:

Excess Liability	(Umbrella)	\$3,000,000
------------------	------------	-------------

Excess Liability (Umbrella) Insurance (Subcontractors)	\$1,000,000 or 1.5 times the value of the subcontract, whichever is higher.
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- 25.3. The above insurance policies shall also be subject to the following requirements:

25.3.1. Insurance coverage for the Contractor's Comprehensive General Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance" shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.

25.3.2 All premium costs shall be included in the Contractor's bid.

26. Protective Liability Insurance:

- 26.1. The Contractor shall purchase and maintain such insurance as described in the preceding paragraph as will protect the Town from claims which may arise from operations under the Contract, including operations performed for the named insureds by independent contractors and general inspection thereof by the named insureds.

- 26.2. The Contractor shall also purchase and maintain such insurance as will protect the Town against Automobile Non-Ownership Liability in connection with the Contractor's operations under the

Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- 26.3. The limits of liability for coverage required under the Contract shall be as specified within the Contract documents.

The Town shall be named as an additional insured on the above referenced liability Policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements and amendments, shall be the sole responsibility of the Contractor.

27. Liens:

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Town a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor shall comply with all statutory provisions of the General Laws of the Commonwealth of Massachusetts with regard to liens, Chapter 254 and 149 as amended (as a minimum requirement).

28. Guarantees:

29.1 The Contractor guarantees and warrants to the Town that all labor furnished under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

- 28.2. If at any time any part of the work constructed under the terms of this contract shall in the opinion of the Town Administrator require repairing due to defective work or materials furnished by the Contractor, he may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to start such repairs within ten days of the date of giving it notice thereof and to complete the same to the satisfaction of the Town Administrator with reasonable dispatch, then the latter may employ other persons to make such repairs. The Town shall charge the expense thereof to the Contractor and may use any moneys still retained to pay for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.

- 28.3. All guarantees and warranties required in the various Sections of the Specifications which originate with a Subcontractor or Manufacturer must be delivered to the Town before final payment to the Contractor may be made for the amount of that subtrade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall be held to constitute a failure of the Subcontractor to fully complete his work in accordance with the Contract Documents. The Contractor's obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

this as an instrument under seal this the day and year first above written.

The Town of Leicester by:

The Contractor by:

Select Board Chair

Date

Signature

Date

Print Name & Title



TOWN OF LEICESTER

Nicholas George
Treasurer Collector
3 Washburn Square
Leicester, MA 01524
GeorgeN@leicesterma.org

TELEPHONE: (508) 892-7002
FAX: (508) 892-7070

9/1/2022

Re: Increase demand fee on collections

To: Town of Leicester Select Board

Please let this memo serve as a request to increase the demand fee on collections to \$25.00. The reason for this increase allows each of our collection sources to have uniform demand fees across the board. MGL chapter 60; Section 15 states the collector may add a demand fee provided for by law, not more than \$30.

Currently we apply a \$15 demand to Motor Vehicle, \$20 demand to Boat excise, and \$25 demand to Personal Property/Real Estate.

In 2021 The Town had sent 2,792 demands for Motor Vehicle and 23 demands for Boat Excise bills. Off these figures, if the town were to increase the demand fee to \$25.00 standardly, revenue would increase by \$28,035.00.

If \$25.00 is not an acceptable demand fee, I ask that a uniform demand fee amount is agreed upon to apply to all unpaid collections going forward.

Sincerely,

Nicholas George
Treasurer Collector



Town of Leicester, Massachusetts

Special Town Meeting Warrant

Fall Town Meeting – October 18, 2022 – 7:00PM

“In the Hands of the Voters”

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

Published 09/01/2022 **Version 2 – Draft**
New Articles are Highlighted

**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.

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,

Town Moderator

Town of Leicester
Fall Special Town Meeting – October 18, 2022

On _____, 2022, the Division of Local Services certified the Town of Leicester's FY 2022 Free Cash in the amount of \$ _____ for the General Fund, and \$ _____ in Retained Earnings for the LCAC Cable PEG Access enterprise fund.

WORCESTER, SS.
To a Constable in the Town of Leicester,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Leicester qualified to vote in Town Elections and Town Affairs to meet at the Town Hall Gymnasium, 3 Washburn Square, Leicester, MA 01524 on Tuesday, the eighteenth day of October 2022 at 7:00 PM, then and there to act on the following articles, namely:

ARTICLE 1 PRIOR YEAR BILLS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies in order to pay bills from prior fiscal years or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$ _____ from Free Cash to pay the prior year bills as listed in the table under Article 1 of the Fall 2022 Town Meeting warrant.

Department	Vendor	Amount
Total		

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article is required for the payment of bills prior to July 1, 2022, that were not submitted by the year-end close.

VOTE REQUIRED FOR PASSAGE Requires a 9/10th's vote pursuant to MGL Chapter 44, §64

ARTICLE 2 ADJUSTMENT OF BOARD/COMMITTEE STIPENDS

To adjust the FY 2023 stipends of the Board and Committee stipends by 2% effective as of July 1, ~~2022~~2022, as written in the table under Article 2 of the Fall Annual Town Meeting or take any action thereon.

PROPOSED MOTION

~~*I move the Town vote to set the rate of compensation for stipends to elected officials as listed in the Fall Town Meeting Warrant retroactive to July 1, 2022.*~~

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FISCAL YEAR 2023 ELECTED OFFICIALS PAY RATES		
POSITION	2022 ATM Schedule	Proposed Schedule
SELECT BOARD – CHAIR	\$882	\$922

Town of Leicester
Fall Special Town Meeting – October 18, 2022

PROPOSED
MOTION

*Move that the
article be accepted as
written.*

ADVISORY
COMMITTEE
RECOMMENDATION

SELECTBOARD
RECOMMENDATION

SELECT BOARD – MEMBERS (4) each	\$724	\$739
SCHOOL COMMITTEE – CHAIR	\$447	\$456
SCHOOL COMMITTEE – MEMBERS (4) each	\$197	\$201
PLANNING BOARD – CHAIR	\$320	\$327
PLANNING BOARD – MEMBERS (4) each	\$276	\$282
MODERATOR	\$81	\$83
BOARD OF HEALTH – CHAIR	\$320	\$327
BOARD OF HEALTH – MEMBERS (2) each	\$276	\$282
ASSESSOR – MEMBERS (3) each	\$597	\$609
TOTAL ELECTED STIPENDS	\$9,181	\$9,394

DESCRIPTION

Passage of this article would give a cost-of-living adjustment to the stipends of the various Boards and Committees. This matches the 2% adjustment given to union and non-union employees for FY 2023.

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

**ARTICLE 3 ACCEPTANCE OF MASSACHUSETTS GENERAL LAWS CHAPTER 59, SECTION 21A -
ADDITIONAL COMPENSATION OF ASSESSOR FOR CERTIFICATION**

To see if the Town will vote to accept MGL Chapter 59, Section 21A which will allow an assessor or assistant assessor who has been certified as either a certified assessment evaluator or a certified assessor to receive up to \$1,000 in additional compensation as recognition for achieving that certification or take any action thereon.

PROPOSED MOTION

Move the ~~article be voted as written. Town accept MGL Chapter 59, Section 21A, for the purpose of allowing payment to the assessor or assistant assessor who meet certification requirements to receive additional annual compensation of up to one thousand dollars (\$1,000).~~

ADVISORY BOARD RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This acceptance allows the Town to offer a small incentive for the personnel in the Assessor's office to obtain certification, which expands their knowledge base and allows them to better serve town residents. There is a transfer under Article 5 to cover this incentive, should Town Meeting authorize it

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G.L. c. ~~59A~~, §21A~~5~~.

**ARTICLE 4 ACCEPTANCE OF MASSACHUSETTS GENERAL LAWS CHAPTER 41, SECTION
108P - ADDITIONAL COMPENSATION OF TREASURER/COLLECTOR FOR
CERTIFICATION**

Town of Leicester
Fall Special Town Meeting – October 18, 2022

To see if the Town will vote to accept MGL Chapter 41, Section 108P which will allow a municipal treasurer or collector who has been certified by the Massachusetts Collector and Treasurers Association to receive up to one thousand dollars (\$1,000) in additional compensation as recognition for achieving said certification or take any action thereon.

PROPOSED MOTION

Move the article be accepted as written.

ADVISORY BOARD RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This acceptance allows the Town to offer a small incentive for the Treasurer/Collector to obtain certification, which expands their knowledge base and allows them to better serve town residents. There is no transfer required under Article 5 this year, should Town Meeting authorize it, as the Treasurer/Collector is midway through the three-year certification process to obtain certification as a municipal treasurer.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote under M.G.L. c. 41, §108P.

ARTICLE 5 ADJUST FY 2023 OPERATING BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2021, as voted at the May 3, 2022, Annual Town Meeting warrant or take any action thereon.

PROPOSED MOTION

A.) I move that the Town raise and appropriate an additional \$_____ to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2022, which is added to the May 3, 2022 Annual Town Meeting appropriation as amended below:

Sources	Reason	Amount
Raise and Appropriate	Increased overall receipts/reduced assessments	
Total		

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DEPT #	DEPARTMENT NAME	FY 2022 Budget	FY2023 Spring Town Meeting Budget	FY2023 Fall Town Meeting	\$ Change	% Change
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Town of Leicester
Fall Special Town Meeting – October 18, 2022

				Budget Revisions		
111	LEGAL					
	TOTAL	80,798	72,045			
114	MODERATOR					
	TOTAL	151	151			
122	SELECT BOARD					
	TOTAL	306,431	314,282			
130	RESERVE FUND					
	TOTAL	50,000	50,000			
131	ADVISORY BOARD					
	TOTAL	1,325	1,325			
135	ACCOUNTANT					
	TOTAL	146,149	157,479			
141	ASSESSORS					
	TOTAL	134,613	132,457			
145	TREASURER/COL LECTOR					
	TOTAL	182,870	173,744			
147	TAX TITLE					
	TOTAL	0	0			
152	PERSONNEL BD					
	TOTAL	275	275			
155	IT DEPARTMENT					
	TOTAL	184,060	189,060			
161	TOWN CLERK					
	TOTAL	126,018	139,239			
162	ELECTIONS & REGISTRATIONS					
	TOTAL	36,500	41,700			
180	DEVELOPMENT & INSPECTIONAL SERVICES					
	TOTAL	267,083	268,589			
192	TOWN OWNED BLDG MAINT					
	TOTAL	48,281	48,281			
197	TOWN HALL BLDG MAINTENANCE					
	TOTAL	86,909	86,909			
198	TOWN HALL TELEPHONES					
	TOTAL	6,400	6,400			
199	OTHER - GENERAL GOV					
	TOTAL	58,564	33,100			

Town of Leicester
Fall Special Town Meeting – October 18, 2022

DEPT #	DEPARTMENT NAME	FY 2022 Budget	FY2023 Spring Town Meeting Budget	FY2023 Fall Town Meeting Budget Revisions	\$ Change	% Change
210	POLICE DEPT					
	TOTAL	2,271,573	2,362,250			
220	FIRE DEPT					
	TOTAL	390,434	365,963			
231	AMBULANCE					
	TOTAL	584,736	Enterprise			
232	EMERGENCY MANAGEMENT					
	TOTAL	4,889	4,967			
241	CODE DEPT					
	TOTAL	74,007	128,667			
292	ANIMAL CONTROL					
	TOTAL	34,444	34,954			
296	INSECT PEST CONTROL					
	TOTAL	7,850	7,850			
310	LEICESTER PUBLIC SCHOOLS					
	TOTAL	17,582,550	17,839,070			
420	HIGHWAY DEPT					
	TOTAL	1,019,546	1,041,814			
423	SNOW & ICE					
	TOTAL	121,000	121,000			
424	STREETLIGHTS					
	TOTAL	58,000	58,000			
541	COUNCIL ON AGING					
	TOTAL	107,239	109,342			
543	VETERANS SERVICES					
	TOTAL	126,748	108,336			
545	VETERANS GRAVES REG					
	TOTAL	2,400	2,400			
610	PUBLIC LIBRARY					
	TOTAL	231,071	239,386			
630	PARKS & RECREATION					
	TOTAL	6,450	6,450			
691	HISTORICAL COMM					
	TOTAL	950	950			

Town of Leicester
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692	MEMORIAL DAY COMM					
	TOTAL	3,000	3,000			
710	MATURING DEBT PRINCIPAL					
	TOTAL	1,026,117	1,218,733			
751	MATURING DEBT INTEREST					
	TOTAL	331,047	293,828			
DEPT #	DEPARTMENT NAME	FY 2022 Budget	FY2023 Spring Town Meeting Budget	FY2023 Fall Town Meeting Budget Revisions	\$ Change	% Change
752	TEMPORARY LOAN INTEREST					
	TOTAL	22,665	216,700			
753	BOND ISSUE					
	TOTAL	1,100	1,100			
911	WORC REG RETIREMENT					
	TOTAL	1,556,343	1,717,353			
912	WORKER COMPENSATION					
	TOTAL	191,185	219,863			
913	UNEMPLOYMENT COMP					
	TOTAL	141,650	142,000			
914	EMPLOYEE BENEFITS					
	TOTAL	2,959,175	3,117,782			
945	BONDING & INSURANCE					
	TOTAL	249,263	299,116			
911	TOWN/SCHOOL SHARED MAINTENANCE & OPERATING EXPENSES BECKE R-OPERATING EXPENSES					
	TOTAL	0	20,000			
Grand Total –		30,821,859	31,372,910			

Department	Reason	Amount

Town of Leicester
Fall Special Town Meeting – October 18, 2022

Total		
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DESCRIPTION

This article adjusts the FY2023 budget. The revenues which make up the annual budget come from six categories: taxation, state aid, local receipts, free cash, ~~and other available funds,~~ and changes to assessments/offset receipts. These revenues are not finalized until ~~July or~~ August of each year. However, the budget is assembled in February using conservative forecasted revenue assumptions. When final estimated revenue numbers come in, funds are either apportioned to or removed from departments at the following Fall Town Meeting.

The revenue changes in this article come from the following sources:

Revenue	ATM Projected	STM Final	Change
Property Tax			
State Aid			
Local Receipts			
Free Cash			
Other Available Funds			
Assessments/Offset Receipts			
Total			

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

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

ARTICLE 6 POLICE CRUISERS

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

PROPOSED MOTION

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

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Police Department utilizes a fleet of ten (10) vehicles to meet the law enforcement needs of the residents of Leicester. This fleet of vehicles includes five (5) frontline marked police cruisers that are used daily. The Town has been following a fleet replacement schedule that includes the replacement of one to two cruisers annually to ensure the full use and reliability of the fleet. We are short on inspection vehicles, so one cruiser may be repurposed for those duties.

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

ARTICLE 7 FUNDING OPERATIONAL COSTS OF THE NEW LEICESTER HIGH SCHOOL 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 new Leicester High School campus and associated properties or take any action thereon.

PROPOSED MOTION

I move the Town transfer \$450,000 from Free Cash to fund operational costs of the new Leicester High School campus and associated properties.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article seeks funding for the costs to operate the new High School campus, including utilities for buildings not in use, insurance, buildings and grounds maintenance, snow removal and security. Funding via is requested until properties considered to be surplus can be repurposed and the budget can absorb the cost of operating the new campus.

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

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ARTICLE 8 FY 2023 CABLE PEG ACCESS ENTERPRISE ACCOUNT APPROPRIATION

To see if the Town will vote to appropriate a sum of moneys to fund the FY 2023 expenses of the Cable Access Enterprise Fund, as established by the vote under Article 5 of the May 1, 2018, Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said appropriation to be funded by fees received pursuant to the Town's cable licensing agreement, or act on anything relating thereon.

PROPOSED MOTION

I move that the Town vote to appropriate up to \$_____ and transfer the sum of \$_____ in retained earnings of the FY 2022 Cable PEG Access Enterprise Account to fund the FY 2023 expenses of the Cable Access Enterprise Fund, which was established by the vote under Article 5 of the May 1, 2018 Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said appropriation to be funded by funds available in the Cable PEG Access Enterprise Fund pursuant to the Town's cable licensing agreement.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The Department of Revenue requires the Town to budget for the funds received through Charter for Cable PEG Access operations. While these funds are exclusively for Cable Access operations, it must be approved by the voters annually at Town Meeting. There was no budget article at the Spring Town Meeting, so this article both raises and transfers funding from retained earnings to give LCAC access to all available funding in the account.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. c. 44, §53 f3/4.

ARTICLE 9 FY 2023 EMS (AMBULANCE) ENTERPRISE ACCOUNT APPROPRIATION

To see if the Town will vote to appropriate a sum of monies to fund additional expenses of FY 2023 expenses of the EMS (Ambulance) Enterprise Fund, as established by the vote under Article 8 of the May 3, 2022, Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 1/2, said appropriation to be funded from ambulance receipts, charges, and other income as well as an appropriation from the general fund, or act on anything relating thereon.

PROPOSED MOTION

*I move that the Town vote to appropriate up to \$_____ to fund **potential increased** FY 2023 expenses of the EMS (Ambulance) Fund, **which was** established by the vote under Article 8 of the May 3, 2022, Annual Town Meeting, pursuant to M.G.L. c. 44, § 53F 1/2, said appropriation to apportioned and funded as follows:*

\$657,438 anticipated to be charged to the EMS (Ambulance) Enterprise fund (ATM)

\$_____ anticipated to be charged to the EMS (Ambulance) Enterprise fund (STM)

\$76,104 anticipated to be charged to the general fund (ATM)

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. c. 44, § 53F 1/2.

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ARTICLE 10 FY 2023 CAPITAL IMPROVEMENT PLAN

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the following Capital Improvement Plan items.

Items anticipated to be included: Cameras, Fire Hydrant repairs

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

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

ARTICLE 11 GROUNDWATER STUDIES AT LANDFILL

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

PROPOSED MOTION

I move the Town vote to transfer \$21,600 from Free Cash to fund groundwater and other studies at the former landfill site, said funds to be expended by the Highway Department.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The Town is obligated to comply with the Massachusetts Department of Environmental Protection's annual monitoring and testing requirements for the closed landfill. These tasks require routine sampling of groundwater from a series of wells, any required follow up or additional testing based upon the findings and routine readings of landfill gases being produced. The requested funds will fund these required activities through Fiscal Year 2023.

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

ARTICLE 12 FUNDING IMPROVEMENTS AT TOWN PARKS

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

PROPOSED MOTION

I move the Town transfer \$25,000 from Free Cash to create a fund for improvements at the Leicester Parks, the application of said funding to be prioritized by the Leicester Highway Department.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article is used to support improvements at Town Parks that are not included within the general fund budget.

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

ARTICLE 13 REVOKE OCTOBER 16, 2018, ACCEPTANCE OF MASSACHUSETTS GENERAL LAWS CHAPTER 53, SECTION 18B (INFORMATION RELATING TO QUESTIONS ON TOWN BALLOT: CONTENTS; WRITTEN ARGUMENTS BY PROPONANTS AND OPPONENTS)

To see if the Town will vote to revoke the acceptance MGL Chapter 53, Section 18B, which was passed at the October 16, 2018, special town meeting, which requires information on town ballot questions to be addressed via written arguments from question proponents and opponents, be vetted by Town Counsel, and made available to the voters of the Town.

PROPOSED MOTION

Move that the article be accepted as written.

ADVISORY BOARD RECOMMENDATION:

SELECTBOARD RECOMMENDATION:

DESCRIPTION: This acceptance of MGL, adopted in 2018 mandates the following of any ballot question:

- ~~When the Select Board determines that a ballot question is to be brought forward,~~
the Select Board must provide notice to Town Counsel within one day of the determination.
- ~~the Select Board must provide notice to Town Counsel within one day of the determination.~~
- ~~the Select Board must provide notice to Town Counsel within one day of the determination.~~
- In determining the principal proponents and opponents of the ballot question, Counsel must contact the “ballot question committee” if any. A letter seeking written arguments from proponents and opponents must be sent no later than 7 days after the determination is made by the Select Board that the question will be on the ballot.
- A ballot question committee is defined as a political committee which receives or expends money or other things of value for the purpose of favoring or opposing the adoption or rejection of a specific question or questions submitted to the voters.
- If there is no such committee, Town Counsel must furnish the “pro” and “con” arguments for the mailer
- The solicitation of arguments has to allow at least 7 days for arguments to be submitted.
- Arguments must be received at least 20 days before the election.
- The whole package must be mailed to registered voters at least 7 days before the election.

This repeal failed at the May 3, 2022, Town Meeting, but we believe that it should be reconsidered. Normally, the Town is not allowed to put out any mailers or other information regarding any ballot question. Acceptance of this local option was recommended in order to allow us to better inform the public. However, it is more of a hinderance than help. It has numerous deadlines, which if accidently missed can invalidate the entire ballot question. It requires a mailing be sent to every registered voter in the Town.

We elected not to utilize the law for the Becker purchase, as at that time we believed that such use was optional, and due to the almost complete support for the project. The election was almost invalidated. We had to craft special legislation to allow for the purchase of the property.

The law has an admirable goal, but it is cost prohibitive and difficult to administrate.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority per M.G.L. c. 53, § 18B

ARTICLE 14 AMEND THE REVOLVING FUND BYLAW

To see if the Town will vote to amend the revolving fund bylaw, as listed in the Town Meeting warrant, or take any action thereon.

PROPOSED MOTION

I move the Town vote to amend the Town's revolving fund bylaw, as follows:

To amend Columns A and C of the Former Becker Property Revolving Fund, with the annual fund retention limit set at \$500,000.00, as follows:

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Town of Leicester
Fall Special Town Meeting – October 18, 2022

A Revolving Fund	B Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable from Fund	E Restrictions or Conditions on Expenses Payable from Fund	F Other Requirements/ Reports	G Fiscal Years
Leicester Schools Campus Use	Select Board/Town Administrator	All fees <u>fees</u> charges or other receipts collected from the use of the former campus property; and any other funds collected from programs or activities for the use of the property.	All costs associated with the operation of the former Becker property, including utilities, maintenance, repairs, groundskeeping, and any and all other associated costs	None	None	Fiscal Year 2022 and subsequent years

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article requests amendments to the revolving fund bylaw for the following purposes to ~~make adjustments~~ adjust of the language of the Former Becker Property Use fund. It is renamed ~~to remove the Becker~~, and allows all fees collected from uses and events at the former campus to be placed in the fund. However, language involving gifts or donations are removed, as they cannot be placed in a revolving fund according to M.G.L. c. 44, § 53E 1/2 (a gift account could be set up through M.G.L. c. 44, § 53A). Additionally, rental and lease payments are also removed, as MGL requires such payments treated as general fund revenue.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 15 AMEND THE PERSONNEL BYLAW IN RELATION TO THE PROBATIONARY PERIOD AND THE USE OF LEAVE

To see if the Town will vote to amend the following sections of the personnel bylaw:

PROBATIONARY EMPLOYEE: ~~Any new employee whose tenure in the Town service has not exceeded 90 days; such employees have limited rights during this stage of their employment and may be discharged at any point at which the level of performance is determined to be unacceptable by the appointing authority. At the end of the probationary period, a written review shall be prepared by the department head which will state whether the probationary employee has performed satisfactorily to be accepted as a regular Town employee. If the performance is not acceptable, the reason or reasons will be stated. The original 90 probationary period may be extended with the written approval of the Town Administrator.~~

- Under Section 2, definitions under **“PROBATIONARY EMPLOYEE”**: “Any new employee whose tenure in the Town service has not exceeded 90 days...” **Change to 180 days**
- Under Section 2, definitions under **“PROBATIONARY EMPLOYEE”** –...“If the performance is not acceptable, the reason or reasons will be stated. The original 90 probationary period may be extended with the written approval of the Town Administrator.” **Change to 180 days**
- Under Section 10 **“VACATION LEAVE”**, Section 10.1 **“ELIGIBILITY”** – Remove “Upon completion of the 180-day probationary period, full-time and part-time benefited employees as defined in this Bylaw shall be entitled to paid vacation in accordance with the following schedule...” and insert **“Full-time and part-time benefited employees as defined in this Bylaw shall be entitled to paid vacation in accordance with the following schedule...”**

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PROPOSED MOTION

Move that the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article serves two purposes. The first two changes clarify the bylaw so that the 180-day probationary period is uniform throughout the bylaw. The final change allows probationary employees to use vacation time during the extended probationary period. This change allows newly hired employees with planned vacations to not be put at a disadvantage based on the time of the year that they were hired.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 16 AMEND THE ZONING BYLAW IN RELATION TO MARIJUANA TO MATCH CCC. REGULATIONS.

To see if the Town will vote to amend Sections 1.3 (Definitions), and Section 3.2.03 of the Zoning Bylaws as annotated below:

B.A. Amend Section 1.3 (Definitions), by inserting new definitions and amending existing definitions, as follows (new texts is underlined, text to be deleted is stricken through):

B.A. Amend Section 1.3 (Definitions), by inserting new definitions and amending existing definitions, as follows (new texts is underlined, text to be deleted is stricken through):

MARIJUANA COURIER: an entity licensed to deliver Finished Marijuana Products, Marijuana Accessories and Branded Goods directly to Consumers from a Marijuana Retailer, or directly to Registered Qualifying Patients or Caregivers from a Medical Marijuana Treatment Center, but Center but is not authorized to sell Marijuana or Marijuana Products directly to Consumers, Registered Qualifying Patients or Caregivers and is not authorized to Wholesale, Warehouse, Process, Repackage, or White Label. A Marijuana Courier is an additional license type under G.L. c. 94G, § 4(b)(1) that allows for limited delivery of marijuana or marijuana products to consumers; and shall not be considered to be a Marijuana Retailer under 935 CMR

500.002: Definitions or 935 CMR 500.050: Marijuana Establishments and shall be subject to 935 CMR 500.050(1)(b): Control Limitations.

MARIJUANA DELIVERY LICENSEE: either a Marijuana Courier or a Marijuana Delivery Operator that is authorized to deliver marijuana and marijuana products directly to consumers and as permitted, Marijuana Couriers to patients and caregivers

MARIJUANA DELIVERY OPERATOR or: an entity licensed to purchase at Wholesale and Warehouse Finished Marijuana Products acquired from a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative, and White Label, sell and deliver Finished Marijuana Products, Marijuana Accessories and Marijuana Branded Goods directly to Consumers, but is not authorized to Repackage Marijuana or Marijuana Products or operate a storefront under this license. A Delivery Operator is an additional license type under G.L. c. 94G, § 4(b)(1) that allows for limited delivery of Marijuana or Marijuana Products to Consumers; and shall not be considered to be a Marijuana Retailer under 935 CMR 500.002: Definitions or 935 CMR 500.050: Marijuana Establishments and shall be subject to 935 CMR 500.050(1)(b): Control Limitations.

MARIJUANA DELIVERY OPERATOR or ~~DELIVERY OPERATOR~~: an entity licensed to purchase at Wholesale and Warehouse Finished Marijuana Products acquired from a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative, and White Label, sell and deliver Finished Marijuana Products, Marijuana Accessories and Marijuana Branded Goods directly to Consumers, but is not authorized to Repackage Marijuana or Marijuana Products or operate a storefront under this license. A Delivery Operator is an additional license type under G.L. c. 94G, § 4(b)(1) that allows for limited delivery of Marijuana or Marijuana Products to Consumers; and shall not be considered to be a Marijuana Retailer under 935 CMR 500.002: Definitions or 935 CMR 500.050: Marijuana Establishments and shall be subject to 935 CMR 500.050(1)(b): Control Limitations.

MARIJUANA ESTABLISHMENT: a licensed Marijuana Cultivator, Marijuana Testing Facility, Marijuana Product Manufacturer, Marijuana Retailer, Marijuana Transporter, Delivery Licensee or any other type of licensed marijuana-related business or businesses at a single location except a medical marijuana treatment center.

MARIJUANA ESTABLISHMENT: a licensed Marijuana Cultivator, Marijuana Testing Facility, Marijuana Product Manufacturer, Marijuana Retailer, Marijuana Transporter, Delivery Licensee Operator or any other type of licensed marijuana-related business or businesses at a single location except a medical marijuana treatment center.

MARIJUANA ESTABLISHMENT, NON-RETAIL: a marijuana establishment that does not involve on-site retail sales to consumers, including Marijuana Cultivators, Marijuana Product Manufacturers that only sell to Marijuana Establishments but not consumers, Marijuana Testing Facilities, and Marijuana Transportation or Distribution Facilities. Not to include Marijuana Outdoor Cultivator. *[amended ATM 6/2/2020]*

Amend Section 3.2.03, by inserting new use #23 (and renumbering later uses), as follows:

Amend Section 3.2.03, by inserting new use #23 (and renumbering later uses), as follows:

D.B. Amend Section 3.2.03, by inserting new use #23 (and renumbering later uses), as follows:

3.2.03 BUSINESS		SA	R1	R2	B	CB	I	BI-A	HB-1 & HB-2
23.	<u>Marijuana Delivery Operator</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>	<u>SP</u>	<u>SP</u>	<u>SP</u>	<u>Y</u>

PROPOSED MOTION

Move that the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

These amendments, which define and zone marijuana delivery operators, are recommended based on comments made by the Attorney General's Office regarding Article 16 of the October 26, 2021, Town Meeting, which became obsolete after the CCC updated its regulations regarding delivery operations on January 8, 2022. These recommended changes put the bylaw in harmony with the updated CCC definitions and regulations.

VOTE REQUIRED FOR PASSAGE Requires 2/3rds majority vote

ARTICLE 17 STREET ACCEPTANCE – VIRGINIA DRIVE

To see if the Town will vote to accept as a public way the street known as Virginia Drive as laid out by the Select Board and further authorize the Select Board, in the name and behalf of the Town, to acquire by gift, easements, and appurtenant rights in and for said ways for the purpose for which public ways are used in the Town, or take any other action relating thereto

PROPOSED MOTION

Move that the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article seeks to have a portion of Virginia Drive to be accepted as a public way, which will allow the Town to service it as such and qualify for additional Chapter 90 aid. The developer has made all the improvements required by the Street Acceptance Committee.

VOTE REQUIRED FOR PASSAGE Requires 2/3rds majority vote

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TOWN OF LEICESTER
FALL TOWN MEETING
October 18, 2022

And you are hereby directed to serve this Annual Town Meeting Warrant by posting an attested copy in at least one public place in each precinct of the Town, on the Town Clerk's bulletin board, and on the bulletin board in the front entry of the Town Hall, and also by serving a copy of said Warrant to the Moderator and the Town Clerk, not less than fourteen (14) days before the 18th day of October 2022.

Given under our hand and seal of the Town on this ____ day of _____ 2022

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:

Town of Leicester
Fall Special Town Meeting – October 18, 2022

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 18th day of October 2022.

Printed Name of Constable

Signature of Constable

**SELECT BOARD MEETING MINUTES
AUGUST 22, 2022 AT 6:00PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

CALL TO ORDER/OPENING

Chair Allen Phillips called the meeting to order at 6:01pm. Chair Allen Phillips, Vice Chair Rick Antanavica, Second Vice Chair Dianna Provencher, Selectman Herb Duggan Jr., Selectman John Bujak, Town Administrator David Genereux and Assistant Town Administrator Kristen Rubin were in attendance.

1. SCHEDULED ITEMS

a. 6:00pm – Appointment of Per Diem Paramedics – Nate Pratt & Nick Laneving

Motion 082222-1a1: A motion was made by Ms. Provencher and seconded by Mr. Bujak to appoint Nick Laneving to the position of per diem paramedic. The motion carries 5:0:0.

Motion 082222-1a2: A motion was made by Ms. Provencher and seconded by Mr. Bujak to appoint Nate Pratt to the position of per diem paramedic. The motion carries 5:0:0.

b. 6:00pm – Appointment of Parks and Rec Alternates – Matt Fournier & Meg Bouchard

Motion 082222-1b1: A motion was made by Ms. Provencher and seconded by Mr. Bujak to appoint Matt Fournier as a FULL MEMBER to the Parks and Rec Committee. Motion carries 5:0:0.

Motion 082222-1b2: A motion was made by Ms. Provencher and seconded by Mr. Bujak to appoint Meg Bouchard as an ALTERNATE to the Parks and Rec Committee. Motion carries 5:0:0.

c. 6:00pm - Snowmobile Club – Request to Place Storage Container at Burncoat Park

John True, Leicester Snowmobile Club Trail Boss, requested permission to put a Conex box at Burncoat Park for storage for the club. Permission has been requested and granted from the Burncoat Park Sports Planning Committee. The Board stressed the importance of the snowmobile club having insurance for items in the box.

Motion 082222-1c: A motion was made by Ms. Provencher and seconded by Mr. Bujak to authorize the Snowmobile Club to place a Conex box at Burncoat Park for which the Town will bear no responsibility for the items inside nor insure. Motion carries 5:0:0.

d. 6:05pm – Water Chestnut Discussion – Jan Parke

Jan Parke discussed a request to authorize volunteers to remove the invasive water chestnut by hand from Greenville Pond in Town. An insurance waiver form for volunteers would be signed. Ms. Parke would like to start the project as early as Labor Day weekend and work into the fall. The board discussed running the plan by the Fire Chief and Mass Wildlife for safety purposes, possibly drawing down the pond, washing boats and canoes going into the pond as this is how water chestnuts are spread, where to properly dispose of the removed invasives,

Motion 082222-1d: A motion was made Ms. Provencher and seconded by Mr. Bujak to approve the hand removal of water chestnuts on Greenville Pond by volunteers who have signed an insurance waiver.

2. PUBLIC COMMENT PERIOD

Bill Robert of 175 White Birch Street asked about the road paving schedule in Town. Mr. Genereux noted the bids for bituminous concrete, cold planing and line painting were due August 18th. The Board will review the

contracts at their next meeting on September 12th. Some paving will be done this fall with the rest completed in spring.

Art Paquette of Craig Street in Rochdale discussed broken windows and a collapsed roof at the old woolen mill in Rochdale. Also, the Copeland Library needs restoration before it falls down and Mr. Paquette will work with the Historical Commission and volunteers to shore up the building.

3. CIVIC ANNOUNCEMENTS

- a. **Final Concert on the Common – August 24, 2022 - The Silverbacks (70s & 80s Classic Rock, Blues, R&B)**
- b. **Leicester Harvest Fair – September 17, 2022 (10:00 am – 4:00 pm)**
- c. **Town Wide Yard Sale – October 1, 2022 (rain date Oct 2)**

Deja New is fundraising for a high school freshman in need of a diabetes service dog that costs \$17,000. Deja New also nominated Ruth Kaminski to receive the Mass Recycling Award and she received the award for all of her years spent running the recycling center in Town. Leicester Hearts for Heat is accepting applications for fuel delivery after September 1st. Applications are available at the Library, Senior Center, Deja New, Town Hall or online at heartsforheat.org under the Leicester tab.

4. REPORTS

- a. **Student Liaison Reports**

The student liaisons are on vacation for the summer.

- b. **Report of the Town Administrator's Office**

The Town Administrator presented highlights from the written report of the office.

- c. **Select Board Reports**

The Select Board discussed various topics including an ice cream social at the Senior Center last week, resident questions on turning the remaining grates on Mayflower Circle for bicycles and looking at road issues on Maple Lane, weeds growing around the turf field and goals, rocks washing onto the turf field, putting up no parking signs on Towtaid Street, hats off to public safety and highway and cleaning up weeds at Towtaid and opening up the parking lot.

5. RESIGNATIONS & APPOINTMENTS

- a. **Resignation – Kristen Rubin – Assistant Town Administrator**

Motion 082222-5a: A motion was made by Ms. Provencher and seconded by Mr. Bujak to accept the resignation of Kristen Rubin from the position of Assistant Town Administrator. Motion carries 5:0:0.

- b. **Reappointment – Josh Senior – Parks & Rec Alternate**

Motion 082222-5b: A motion was made by Ms. Provencher and seconded by Mr. Bujak to reappoint Josh Senior to the Parks and Recreation Committee as a FULL MEMBER for FY23. Motion carries 5:0:0.

- c. **Appointment & Vote to Execute Contract – Assistant Town Administrator – A.D. Christian Vitale**

Motion 082222-5c: A motion was made by Mr. Duggan and seconded by Mr. Bujak to appoint A.D. Christian Vitale to the position of Assistant Town Administrator and to execute his contract. Motion carries 5:0:0.

- d. **Appointment – Select Board Harvest Fair Judge**

Motion 082222-5d: A motion was made by Ms. Provencher and seconded by Mr. Bujak to appoint John Bujak as the 2022 Harvest Fair Judge. Motion carries 5:0:0.

6. OTHER BUSINESS

a. Senior Center Donations

Motion 082222-6a: A motion was made by Ms. Provencher and seconded by Mr. Bujak to accept the donations to the Senior Center. Motion carries 5:0:0.

b. Discuss/Vote on Contract Amendment with Fuss & O'Neill for Russell Memorial Park ADA Project

Motion 082222-6b: A motion was made by Mr. Duggan and seconded by Mr. Bujak to approve the contract amendment with Fuss & O'Neill for Russell Memorial Park ADA Project. Motion carries 5:0:0.

c. Approve Preliminary Town Meeting Articles

The Town Administrator discussed the proposed fall town meeting warrant articles including prior year bills, 2% COLA increases for elected officials, FY23 budget adjustments, 2 police cruisers, FY23 Cable PEG access enterprise account appropriation, change to FY23 EMS enterprise account appropriation due to the Vibra contract, FY23 Capital Improvement Plan to include cameras and fire hydrant repairs, revoking the ballot mailer requirement, amending the revolving fund bylaw, amending the personal bylaw regarding the use of leave during the probationary period, zoning bylaw changes relative to marijuana delivery, and an annual stipend of \$1,000 once the treasurer, collector and assessor achieve full certification.

Motion 082222-6c: A motion was made by Ms. Provencher and seconded by Mr. Bujak to approve the preliminary town meeting articles. Motion carries 5:0:0.

d. Discuss/Vote on Former Becker Project Manager

The Board discussed forming a Becker Project Management Team including the Town Planner, Assistant Town Administrator and representatives from the Select Board, Historical Commission, Planning Board, and School Committee. The group would support to the Select Board.

Motion 082222-6d: A motion was made by Mr. Bujak and seconded by Mr. Duggan to form a Becker Project Advisory Team to move forward the remaining pieces of the Becker project. Motion carries 5:0:0

Motion 082222-6d2: A motion was made by Mr. Bujak and seconded by Mr. Duggan to set the composition of the Becker Project Advisory Team as follows: representatives (or their designee) from the Select Board, Town Administration, Planning Board, School Committee, and Advisory Committee and a member from the community at large. Motion carries 5:0:0.

e. Discuss/Vote on Select Board Liaison Assignments

Mr. Genereux noted there is currently no liaison policy. The policy manual mentions liaisons in three places, none of which set out a policy but one of which allows the Board to determine how to make liaison assignments. Mr. Genereux recommended that a vote of the Board is all that is necessary to eliminate the liaison positions that the Board no longer wishes to retain. The Board plans to still attend as many board and committee meetings as possible.

Motion 082222-6e: A motion was made by Mr. Antanavica and seconded by Mr. Bujak to send out the drafted memo to all departments, boards and committees regarding the decision to eliminate Select Board liaison positions to boards, committees and departments. Motion carries 5:0:0.

f. **Discuss/Vote on Town of Spencer Shared Accounting Services Contract**

Motion 082222-6f: A motion was made by Mr. Antanavica and seconded by Mr. Duggan to dissolve shared accounting services contract with the Town of Spencer once they hires their own Town Accountant. Motion carries 5:0:0.

7. MINUTES

a. **August 1, 2022**

b. **August 15, 2022**

Motion 082222-7a: A motion was made by Ms. Provencher and seconded by Mr. Antanavica to approve the minutes of August 1st and August 15th, 2022 with the following changes: in the August 1st minutes, strike the Becker vote and alter the fence to be a gate. Motion carries 5:0:0.

Motion 082222-8: A motion to adjourn was made by Mr. Antanavica and seconded by Mr. Duggan at 8:46pm. Motion carries 5:0:0.