



PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: September 19, 2022

TIME: 6:00pm

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

REQUESTED BY: Maria E. Cataloni, Executive Assistant

*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. Votes may be taken on any item brought before the Board at its meeting. 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 – General Entertainment License – Worcshop – 11 Hankey Street, Rochdale
- b. 6:15pm – Class II License Modification – Valley Gas – 200 Main Street, Cherry Valley
- c. 6:30pm – Dog Hearing – 75 Tobin Road
- d. 7:00pm – Campus Usage for Filming – Red King Cinema

2. PUBLIC COMMENT PERIOD

3. CIVIC ANNOUNCEMENTS

- a. Town Wide Yard Sale – October 1, 2022 (Rain Date, October 2, 2022)

4. RESIGNATIONS & APPOINTMENTS

5. OTHER BUSINESS

- a. Discuss/Vote on Loan of Crash Reconstruction Equipment to the CEMLEC Accident Reconstruction Unit
- b. Discuss/Vote on Special Town Meeting Warrant Articles
- c. Discuss/Vote on Fencing on Turf Field
- d. Bid Award – High School Interior Wall Construction – BSI

6. MINUTES

- a. 2021 Executive Session Minutes
- b. September 12, 2022

7. REPORTS

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

ADJOURN



Town of Leicester APPLICATION GENERAL LICENSES

Applicant Information

Applicant Name Jessica White Applicant Phone 774.670.5908

Applicant Email theworkshop@gmail.com

Business Information

Description of Business The WorcShop is a makerspace & business incubator.

Detail:

Hours:

Business Name The WorcShop

Corporation Name (if applicable) _____

Business Address 11 Hankey St, Rochdale, MA 01842

Mailing Address (if different) PO Box 339, Rochdale, MA 01842

Business Phone 774.670.5908 Business Email TheWorcShop@gmail.com

License(s) Requested (check all that apply)

☐ Common Victualler (\$35)

☐ Games (\$35 per game) # _____

☒ General Entertainment (\$50)

☐ Junk Dealer (\$40)

☐ Sunday Entertainment (\$125 Town; \$100 State **separate check**
made out to Commonwealth of Mass)

☐ Theatre (\$200)

☐ Outdoor Business (\$35; including xmas tree sales)

☐ Auctioneer (\$50)

☐ Temporary Business (\$100/3 days; \$25/per extra day)

☐ BYOB (\$15)

I certify, under the penalties of perjury, that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Jessica White
Name of Applicant

[Signature]
Signature of Applicant

Social Security or FIN

Secretary / Educational Director
Name & Title of Corporate Officer (if applicable)



Town of Leicester
OFFICE OF THE SELECT BOARD
Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7077 Fax: (508) 892-7070
www.leicesterma.org

SENT VIA REGULAR AND CERTIFIED MAIL

September 12, 2022

Nadar Bitar
200 Main Street
Cherry Valley, MA 01611

Dear Mr. Bitar:

In accordance with the enclosed parking plan approved by the Planning Board on August 17, 2021, **the Class II License for 200 Main Street (M&N Gas) must be reduced to 5 vehicles and the repair license reduced to 3 vehicles** to be in compliance with Planning Board and Fire Department requirements.

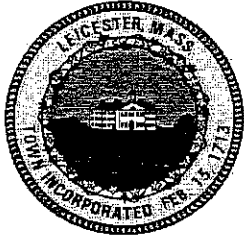
You are asked to attend a Class II License Modification Hearing on September 19, 2022 at 6:15pm in the Select Board Conference Room at the Leicester Town Hall, 3 Washburn Square, Leicester MA 01524.

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

Sincerely,

Kristen L. Rubin
Assistant Town Administrator

Cc: Town Planner
Fire Inspector
Building Inspector



Town of Leicester PLANNING BOARD

LEICESTER, MASSACHUSETTS, 01524-1333

Phone: 508-892-7007 Fax: 508-892-7070

www.leicesterma.org

Memorandum

TO: Martin Bitar
lamar1@townisp.com

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

DATE: August 19, 2021

RE: 200 Main Street Parking Plan

At the Planning Board meeting of August 17, 2021, the Board approved the parking plan submitted August 16, 2021 for the new retail area at 200 Main Street, subject to the requirement that the parking spaces be marked, that parking in front of the new retail area be modified to conform to ADA requirements (specifically a van-accessible space and no obstruction to the entryway), and that bollards be added between the parking lot and the building in the same area.

The Board also notes that parking was deemed to be sufficient only if the used car license is reduced to 5 vehicles, and the repair license is reduced to 3 vehicles as required by the Fire Department.

cc: Mike Silva, Building Inspector
Select Board Office
Fire Department

NUMBER
CL216-22

THE COMMONWEALTH OF MASSACHUSETTS

FEE
\$100.00



TOWN OF LEICESTER

**USED CAR DEALER LICENSE - CLASS II
TO BUY AND SELL SECOND-HAND MOTOR VEHICLES**

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto,
M&N Gas, Inc., Martin Bitar, Owner, is hereby licensed to buy and sell second-hand motor vehicles at
200 Main Street, Cherry Valley, MA 01611 on the premises described as follows:

RESTRICTIONS:

Twenty (20) total motor vehicles allowed for sale. Hours of operation allowed are 9:30am-8:00pm Monday-Thursday, 9:30am-6:00pm Friday and 9:30am-1:00pm Saturday. No Sunday hours. No repairs. No inside use without further approval. Security lighting only after hours. Water District restrictions apply to property use. Map on file.

Approved: 12/20/21

Kristen Forsberg, Assistant Town Administrator
Select Board

THIS LICENSE EXPIRES DECEMBER 31, 2022
THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES

NUMBER

MV11-22

THE COMMONWEALTH OF MASSACHUSETTS

FEE

\$50.00



TOWN OF LEICESTER

MOTOR VEHICLE REPAIR LICENSE

This is to certify that **M&N Gas, Nader Bitar Owner, 200 Main St. Cherry Valley, MA 01611** is hereby granted a license for Motor Vehicle Repair in conformity with all Statutes and Ordinances relating thereto.

PROPERTY DESCRIPTION AND RESTRICTIONS:

Hours: 6:00am -8:30pm Monday-Saturday. NO SUNDAY REPAIRS unless emergency. No more than fifteen (15) vehicles on property at any one time. Three stored inside

Mustang & Volvo

Approved: 12/20/21

Kristen Forsberg, Assistant Town Administrator
Select Board

THIS LICENSE EXPIRES DECEMBER 31, 2022

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES



Town of Leicester
Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7077 Fax: (508) 892-7070
www.leicesterma.org

HAND DELIVERED BY CONSTABLE

September 13, 2022

Kelly Ross & Michael Dirsä
75 Tobin Road
Cherry Valley, MA 01611

Dear Ms. Ross and Mr. Dirsä:

In accordance with Mass General Laws Chapter 140, Section 157, the purpose of this letter is to notify you that the **Leicester Select Board has scheduled a hearing to discuss the enclosed Notices of Complaint of Violation of Municipal Dog Control Law.**

At a hearing on June 6, 2022, the Select Board issued an order stating that further violations of the municipal dog laws are to be brought back before the Select Board. The two enclosed complaints are regarding your dogs running at large at 9/7/22 and 9/9/22.

The hearing will be held in the Select Board Conference Room at the Leicester Town Hall, 3 Washburn Square, Leicester, MA at 6:00pm on Monday, September 19, 2022 at 6:30pm.

If the Board finds sufficient facts at this hearing, it may issue orders concerning the restraint or disposal of your dogs as it deems necessary.

At the hearing you have the right to be present and to be represented by legal counsel. Any order issued by the Board may be appealed to the district court. Failure to comply with any order issued by the Board shall result in a fine of not more than \$25.00 for the first offense and not more than \$100.00 for a second or subsequent offense, or by imprisonment for not more than 30 days for the first offense and not more than 60 days for the second or subsequent offense, or both.

If you have any questions regarding this matter, please do not hesitate to contact our office at 508-892-7077.

Sincerely,

David A. Genereux
Town Administrator

cc: Animal Control Officer Pat Dykas
Police Chief Ken Antanavica

For Date: 09/07/2022 - Wednesday

Call Number	Time	Call Reason	Action	Duplicate
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2-12929	1714	Phone - ANIMAL COMPLAINT	RESOLVED	
Call Taker:	K180 - Dispatcher KRISTIN KAVORKIAN			
Location/Address:	100 TOBIN RD			
Party Entered By:	09/07/2022 1721 K180 - Dispatcher KRISTIN KAVORKIAN			
Modified By:	09/07/2022 1726 K180 - Dispatcher KRISTIN KAVORKIAN			
Calling/Inv. Party:	DONOVAN, MICHAEL K @ 100 TOBIN RD - CHERRY VALLEY, MA 01611-3235			
SSN:	DOB:	Race:	Sex:	
Victim:				
ID:	11ML - Patrolman MICHAEL A LOMBARDOZZI			
	Disp-17:20:44	Arvd-17:29:05	Clrd-17:34:17	
ID:	14TM - Patrolman THOMAS P MOUGHAN			
	Disp-17:29:04	Arvd-17:29:06	Clrd-17:34:16	
Narrative:	09/07/2022 1720 Dispatcher KRISTIN KAVORKIAN			
Modified By:	09/07/2022 1737 Dispatcher KRISTIN KAVORKIAN			
RP STATES NEIGHBORS DOG IS IN HIS YARD AND HE IS UNABLE TO GET TO HIS HOUSE. HAS ONGOING ISSUES WITH THE OWNERS AN ACO IS ALSO INVOLVED MESSAGE LEFT WITH ACO				
11ML SPOKE WITH RP. ADVISED THE DOG GOT LOOSE FROM #75 BUT IS HOME NOW AND THAT ACO WILL BE NOTIFIED RP WAS VERY UPSET WITH THIS ANSWER.				
ALSO NOTE THAT RP WAS FILMING 11ML THE ENTIRE TIME HE WAS SPEAKING WIT HIM. PR WAS PERFECTLY FINE WORKING ON MACHINERY ON HIS PROPERTY.				

NOTICE OF COMPLAINT OF VIOLATION OF MUNICIPAL DOG CONTROL LAW
UNDER TOWN BY-LAWS - GENERAL LAWS CHAPTER 140 AS AMENDED

2-12929 Bos order TOWN OF LEICESTER
OFFENSE CHARGED Running Charge LOCATION OR PLACE OF OFFENSE Tobin Rd.
DATE OF OFFENSE 09/07/2022 POLICE OR ANIMAL CONTROL P. Dykas
DATE OF NOTICE 09/12/2022

THIS
NOTICE
MUST BE
RETURNED
TO THE
TOWN CLERK



Kelly Ross
75 Tobin Rd.
Cherry Valley, MA. 01611

1st OFFENSE..... WARNING
2nd OFFENSE..... \$25.00
3rd OFFENSE..... \$35.00
4th OFFENSE..... \$50.00
ALL SUBSEQUENT OFFENSES
WITHIN 12 MONTHS..... \$100.00
Pick Up Fee..... \$10.00
M.G.L. CHAPTER 140
SECTION 145B..... \$100.00

You are notified to appear before and return this notice to the Leicester Town Clerk
3 Washburn Square, Leicester, MA 01524-1333

during office hours Mon., Wed., and Thurs. 8:00 am to 5:00 pm, Tuesday 8 am to 7 pm, Closed Friday not later than 21 days after the sending of this notice.

For Date: 09/09/2022 - Friday

Call Number	Time	Call Reason	Action	Duplicate
2-13054	1620	Phone - NEIGHBOR DISPUTE	REPORT TAKEN	1
Call Taker: C194 - DISPATCHER KELSEY CRUSE				
Location/Address: 75 TOBIN RD				
Party Entered By: 09/09/2022 1623 C194 - DISPATCHER KELSEY CRUSE				
Calling/Inv. Party: DIRSA, MICHAEL J @ 75 TOBIN RD - LEICESTER, MA 01524-1937				
SSN: DOB: Race: Sex: Victim:				
Party Entered By: 09/09/2022 1624 C194 - DISPATCHER KELSEY CRUSE				
Calling/Inv. Party: DONOVAN, MICHAEL K @ 100 TOBIN RD - CHERRY VALLEY, MA 01611-3235				
SSN: 4 DOB: Race: Sex: Victim:				
ID: 18JM - Patrolman JAMES J MURPHY				
Disp-16:22:16 Arvd-16:28:01 Clrd-17:08:33				
Narrative: 09/09/2022 1621 DISPATCHER KELSEY CRUSE				
Modified By: 09/09/2022 1710 DISPATCHER KELSEY CRUSE				
MALE PARTY WOULD LIKE TO SPEAK WITH PO IN REGARDS TO ON				
GOING NEIGHBOR ISSUE, HIS NEIGHBOR JUST DROVE BY FILMING HIM				
WHILE HE WAS OUTSIDE				
18JM SPOKE WITH BOTH PARTIES, ALSO REQ ACU BE NTFD THAT THE				
DOG WAS LOOSE OUT FRONT EARLIER				
ACU NTFD				

Refer To Incident: 22-683-OF

NOTICE OF COMPLAINT OF VIOLATION OF MUNICIPAL DOG CONTROL LAW
UNDER TOWN BY-LAWS - GENERAL LAWS CHAPTER 140 AS AMENDED

TOWN OF LEICESTER

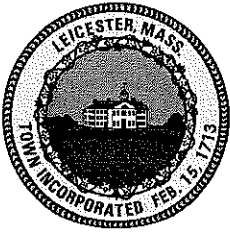
22-13054 Bas order
OFFENSE CHARGED running a large LOCATION OR PLACE OF OFFENSE Tobin Rd
DATE OF OFFENSE 09/09/2022 POLICE OR ANIMAL CONTROL P. Dikmas
DATE OF NOTICE 09/12/2022

THIS
NOTICE
MUST BE
RETURNED
TO THE
TOWN CLERK
→

Kelly Ross
75 Tobin Rd.
Cherry Valley, MA 01601

1st OFFENSE..... WARNING
2nd OFFENSE..... \$25.00
3rd OFFENSE..... \$35.00
4th OFFENSE..... \$50.00
ALL SUBSEQUENT OFFENSES
WITHIN 12 MONTHS..... \$100.00
Pick Up Fee..... \$10.00
M.G.L. CHAPTER 140
SECTION 145B..... \$100.00

You are notified to appear before and return this notice to the Leicester Town Clerk
3 Washburn Square, Leicester, MA 01524-1333
during office hours Mon., Wed., and Thurs. 8:00 am to 5:00 pm, Tuesday 8 am to 7 pm, **Closed Friday** not later than 21 days after the sending of this notice.



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

HAND DELIVERED BY CONSTABLE

June 22, 2022

Kelly Ross & Michael Dirsra
75 Tobin Road
Cherry Valley, MA 01611

Re: June 6, 2022 Dog Hearing

Dear Kelly Ross & Michael Dirsra:

At a public hearing held on June 6, 2022, the Leicester Select Board discussed a written complaint regarding your dogs Teddy and Toby, and ordered that the following measures be put in place in accordance with MGL Chapter 140, Section 157:

1. **Impose a \$100 file, payable to the Town of Leicester within 30 days.** Please remit payment to the Animal Control Officer at 3 Washburn Square, Leicester MA 01524 via check or cash.
2. **Dogs must be confined to the premises unless being walked on a leash.**
3. **Dogs are banned from being leashed in the yard.**
4. **Further violations are to be brought back before the Select Board.**

Should you move or transfer ownership of the dog(s), the Town of Leicester must be immediately notified in writing.

You have the right to appeal this decision to the District Court in accordance with MGL Chapter 140, Section 157D, which states that within 10 days after an order is issued the owner or keep of a dog may bring a petition in the District Court within the judicial district in which the order relative to the dog was issued or where the dog is owner or kept.

If you have any questions, please contact our office at 508-892-7077.

Best Regards,

David A. Genereux
Town Administrator

Cc: Animal Control Officer
Chief of Police
Town Clerk



Leicester Police Department
90 South Main Street
Leicester, MA 01524

www.leicesterpd.org



Emergency: 911

Non Emergency: 508-892-7009

Non Emergency: 508-892-7010

Fax: 508-892-7012

Chief
Kenneth M. Antanavica
antanavica@leicesterpd.org

Date: September 14, 2022

To: Mr. David Genereux
Town Administrator
Select Board
Town of Leicester

From: Kenneth M. Antanavica
Chief of Police

Re: **Crash reconstruction equipment**

T.A. Genereux:

I have been approached by a member of the CEMLEC Accident Reconstruction unit and asked if the Leicester Police Department would be willing to loan the LPD's crash reconstruction equipment to the recon unit.

The equipment would be used by Officer Dyson of the Auburn Police Department with the understanding that if we have a trained operator in the future, we will need the equipment returned.

This equipment was purchased in 2009, needs many updates and the equipment is currently not being used.

The loan of this equipment will allow the CELMEC Accident Reconstruction Unit to have another member available to respond to serious crashes. Leicester does use the CELMEC Accident Reconstruction Unit so the chances are good that the equipment being on loan will benefit the Leicester community.

I spoke with Auburn Police Chief Todd Lemon who supports this agreement.

Respectfully Submitted by:

Kenneth M Antanavica
Chief of Police



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 09/19/2022 **Version 3**

**SPECIAL MESSAGE FROM THE MODERATOR
COVID-19 PRECAUTIONS**

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

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

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 \$2,891.13 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
Highway	United Ag & Turf	227.08
Town Hall	Dillion Boiler Services Co., Inc	2,664.05
Total		2,891.13

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. These bills are for budgets administered by the Highway Department, which was going through personnel changes at that time.

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, as written in the table under Article 2 of the Fall Annual Town Meeting warrant.

	FISCAL YEAR 2023 ELECTED OFFICIALS PAY RATES	
POSITION	2022 ATM Schedule	Proposed Schedule
SELECT BOARD – CHAIR	\$882	\$922
SELECT BOARD – MEMBERS (4) each	\$724	\$739
SCHOOL COMMITTEE – CHAIR	\$447	\$456

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

PROPOSED
MOTION

*Move that the
article be accepted as
written.*

ADVISORY
COMMITTEE
RECOMMENDATION

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

SELECTBOARD RECOMMENDATION

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.

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. 59, §21A.

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

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.

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

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

*I move that the Town raise and appropriate an additional **\$151,332** 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, and further, to transfer the sum of \$341,658 from the Leicester Public schools budget to the Town/School shared services budget.*

Sources	Reason	Amount
Raise and Appropriate	Increased overall receipts/reduced assessments	15143,3532
Total		15143,3532

DEPT #	DEPARTMENT NAME	FY 2022 Budget	FY2023 Spring Town Meeting Budget	FY2023 Fall Town Meeting Budget	\$ Change	% Change
111	LEGAL					
	TOTAL	80,798	72,045	82,151	10,106	14.02%
114	MODERATOR					
	TOTAL	151	151	151	0	0%
122	SELECT BOARD					
	TOTAL	306,431	314,282	373,053	58,771	18.70%
130	RESERVE FUND					
	TOTAL	50,000	50,000	50,000	0	0%
131	ADVISORY BOARD					
	TOTAL	1,325	1,325	1,325	0	0%
135	ACCOUNTANT					
	TOTAL	146,149	157,479	160,746	3,267	2.07%
141	ASSESSORS					
	TOTAL	134,613	132,457	132,457	0	0%

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

145	TREASURER/COLLECTOR					
	TOTAL	182,870	173,744	\$173,744	0	0%
147	TAX TITLE					
	TOTAL	0	0	0	0	0%
152	PERSONNEL BD					
	TOTAL	275	275	275	0	0%
155	IT DEPARTMENT					
	TOTAL	184,060	189,060	206,060	17,000	8.99%
161	TOWN CLERK					
	TOTAL	126,018	139,239	139,239	0	0%
162	ELECTIONS & REGISTRATIONS					
	TOTAL	36,500	41,700	41,700	0	0%
180	DEVELOPMENT & INSPECTIONAL SERVICES					
	TOTAL	267,083	268,589	268,589	0	0%
192	TOWN OWNED BLDG MAINT					
	TOTAL	48,281	48,281	5042,0281	7,8000	18.440 %
197	TOWN HALL BLDG MAINTENANCE					
	TOTAL	86,909	86,909	86,909	0	0%
198	TOWN HALL TELEPHONES					
	TOTAL	6,400	6,400	6,400	0	0%
199	OTHER - GENERAL GOV					
	TOTAL	58,564	33,100	33,100	0	0%
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	2,362,250	0	0%
220	FIRE DEPT					
	TOTAL	390,434	365,963	365,963	0	0%
231	AMBULANCE					
	TOTAL	584,736	Enterprise	Enterprise	0	0%
232	EMERGENCY MANAGEMENT					
	TOTAL	4,889	4,967	6,467	1,500	30.19%
241	CODE DEPT					
	TOTAL	74,007	128,667	128,667	0	0%
292	ANIMAL CONTROL					

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

	TOTAL	34,444	34,954	34,954	0	0%
296	INSECT PEST CONTROL					
	TOTAL	7,850	7,850	7,850	0	0%
310	LEICESTER PUBLIC SCHOOLS					
	TOTAL	17,582,550	17,839,070	17,497,412	-341,658	-1.91%
420	HIGHWAY DEPT					
	TOTAL	1,019,546	1,041,814	1,041,814	0	0%
423	SNOW & ICE					
	TOTAL	121,000	121,000	121,000	0	0%
424	STREETLIGHTS					
	TOTAL	58,000	35,000	35,000	0	0%
541	COUNCIL ON AGING					
	TOTAL	107,239	109,342	109,342	0	0%
543	VETERANS SERVICES					
	TOTAL	126,748	108,336	108,336	0	0%
545	VETERANS GRAVES REG					
	TOTAL	2,400	2,400	2,400	0	0%
610	PUBLIC LIBRARY					
	TOTAL	231,071	239,386	239,836	0	0%
630	PARKS & RECREATION					
	TOTAL	6,450	6,450	6,450	0	0%
691	HISTORICAL COMM					
	TOTAL	950	950	950	0	0%
692	MEMORIAL DAY COMM					
	TOTAL	3,000	3,000	3,000	0	0%
710	MATURING DEBT PRINCIPAL					
	TOTAL	1,026,117	1,218,733	1,218,733	0	0%
751	MATURING DEBT INTEREST					
	TOTAL	331,047	293,828	293,828	0	0%
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	216,700	0	0%
753	BOND ISSUE					

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

	TOTAL	1,100	1,100	1,100	0	0%
911	WORC REG RETIREMENT					
	TOTAL	1,556,343	1,717,353	1,717,353	0	0%
912	WORKER COMPENSATION					
	TOTAL	191,185	219,863	219,863	0	0%
913	UNEMPLOYMENT COMP					
	TOTAL	141,650	142,000	142,000	0	0%
914	EMPLOYEE BENEFITS					
	TOTAL	2,959,175	3,117,782	3,117,782	0	0%
945	BONDING & INSURANCE					
	TOTAL	249,263	299,116	299,116	0	0%
911	TOWN/SCHOOL SHARED MAINTENANCE & OPERATING EXPENSES					
	TOTAL	0	20,000	414,546	394,546	1972.73%
Grand Total –		30,821,859	31,372,910	31,516,442	15143,3532	0.045%

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, other available funds, and changes to assessments/offset receipts. These revenues are not finalized until 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 FY 2023 budget adjustments total \$15143,3532. The explanations for budget increases via raise and appropriation are listed below:

Department	Reason	Amount
Legal	There is litigation for a Civil Service bypass, an MCAD case, and a few Planning Board issues that were not anticipated originally.	\$10,106
Select Board & Town Administrator	Funds sought to hire a full-time grant writer. This position will be used to write grants and reconcile grant funds for municipal programs.	\$58,771
Town Accountant	Budget increase sought to change the Town Accountant's salary budget from a salary plus stipend for working in Spencer under a municipal agreement to migrating back to full time in Leicester on the salary schedule.	\$3,267
IT	Budget increase requested to pay for unanticipated field scheduling software expense, a copier lease, and two new computer workstations. (\$6,000) There is also a \$6,000	\$17,000

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

	charge for software not covered in the \$550,000 grant the Town received for tri-band portables for Police, Fire and EMS. Finally, there is a \$5,000 for Nearmap assessing software that allows for additional documentation of accessory structures.	
<u>Town Owned Buildings</u>	<u>Repairs to Community Field building</u>	<u>\$7,800</u>
Emergency Management	Funds sought to cover Cert Team training and outfitting	\$1,500
Town/School shared Maintenance and operating expenses	Funds sought to hire a full-time maintenance worker for all town/school buildings pursuant to the recently agreed to Municipal takeover of all building maintenance throughout the Town.	\$52,888
Total		<u>\$15143,352</u>

There is also a transfer from the School budget to the Town/School Shared Maintenance and Operations Expenses budget. This transfer represents the movement of all budgeted school maintenance funds, including that of the School Facilities Manager, who will become a Town employee. Effective after the vote of Town Meeting, maintenance for all Town properties, including all schools, will become the sole responsibility of the Select Board. The School Department will continue to be responsible for custodial services and utilities of facilities that they use.

From	To	Amount
School Budget	Town/School Shared Maintenance & Operating Expenses	\$341,658
Total		\$341,658

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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 \$114,910 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.

This article seeks funding for one new marked cruiser at \$62,000, which will replace a Ford sedan with 66,000 miles which can be repurposed for Town use. The department is also seeking to replace a Ford SUV that has 103,000 miles with an unmarked hybrid administrative cruiser at \$52,910.

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 by the School Department, insurance, buildings and grounds maintenance, snow removal and security. Funding via is Free Cash requested until properties considered to be surplus can be repurposed and we can determine another way to absorb that cost.

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

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 \$103,000 and transfer the sum of \$330,000 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

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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 **\$236,412** 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 **be** apportioned and funded **for FY 2023** as follows:*

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

***\$236,412** 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

The amount re

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. c. 44, § 53F ½.

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.

PROPOSED MOTION

I move the Town transfer the following amounts from Free Cash to fund the following capital items:

Project	Description	Amount
Security Cameras	Cameras to be installed at the Highway Garage, Burncoat Park, Rochdale Park, Towtaid Park, Tarentino Park, and Bark Park, with a server installed at the Police Station	\$100,000

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

Fire Hydrant Repair	Funds requested for inspection and maintenance of 307 fire hydrants. There has been just \$5,000 per year for hydrant maintenance in the Fire Department budget.	\$65,000
Fire/EMS Safety vests	Funds requested to purchase 16 vests to outfit Fire/EMS vehicles	\$15,000
Community Field Building Rehab	Funds requested for repairs to the building	TBD
<u>Total</u>		<u>180,000</u>

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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 \$21,400 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.
- 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 all 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 better inform the public. However, it is more of a hinderance than help. It has numerous deadlines, which if accidentally 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 purchase of the former Becker campus, as it was believed that such use was optional. The overwhelming affirmative vote to purchase the property was almost invalidated because

Town of Leicester
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of the omission. Special legislation had to be crafted and rushed through the House, Senate, and Governor's Office in order to obtain approval to allow it to go forward.

The law has an admirable goal, but it is cost prohibitive and difficult to administrate. It must be used for all ballot questions, regardless of what they are for. In this day of online meetings, social media posting and informative town meeting sessions, the requirements set by the law are antiquated.

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:

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' 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 adjust of the language of the Former Becker Property Use fund. It is renamed, 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 ½ (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:

- 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...”**

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:

[Marijuana Establishments 7/29/2021](#)

- A.** Amend Section 1.3 (Definitions), by inserting new definitions and amending existing definitions, as follows (new texts are underlined, text to be deleted is notated):

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 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 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, 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]*

Remove - MARIJUANA RETAILER, CONSUMER SALES ONLY: a marijuana establishment that involves on-site retail sales to consumers by Marijuana Courier, excluding Marijuana Social Consumption Operators.

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.	Marijuana Delivery Operator	N	N	N	Y	SP	SP	SP	Y

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 Special Town Meeting – October 18, 2022

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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

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

Chair

Date: _____

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

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

and on the Town Clerk's bulletin board, in the front entry of the Town Hall, with the Moderator, and with the Town Clerk, not less than fourteen (14) days before the 18th day of October 2022.

Printed Name of Constable

Signature of Constable

TOWN OF LEICESTER

DATE: SEPTEMBER 19, 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: Builder's Systems Inc

Contractor Address: 135 Southbridge Street

P. O. Box 635

Auburn, MA 01501

Telephone Number (508) 798-8797

Fax Number (508) 752-9017

Contact Name: Matthew Hains, Contract Manager

Contact Email: mhains@builderssystemsinc.com

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

Construction of permanent wall at Leicester High School See attached proposal for description of work and exclusions.

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

Total contract price \$22,092 (Twenty-Two Thousand, ninety-two dollars)

3. Payment will be made as follows:

3.1 Progress payments - The invoice for which shall include the work done, at appropriate hourly wages, the cost of materials purchased, and any other applicable cost. Said invoice is to be generated once per month for work performed during the month referenced on the bill.

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 \$22,092 as more fully set forth in the Contractor Documents, unless approved by 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) NIA to this contract

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. **NIA to 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 12/31/2022, 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
 - 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. Affidavit of Non-collusion
3. Insurance Certificate
(Showing Town as additional insured)
 - Matches amount of insurance required under contract
4. Certificate of Tax Compliance
5. Signed by Contractor
 - Matches certification by Corp officer of authority.
6. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

Contract Reviewed by: _____
Signature

CLERK'S CERTIFICATE

Action of Shareholders
Written Consent

(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver, and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__

Clerk of Corporation

SEAL

School Wall- Town of Leicester

TOWN OF LEICESTER

Leicester, Massachusetts

TOWN OF LEICESTER

AFFIDAVIT OF NON-COLLUSION

Non-Collusion Affidavit of Prime Bidder

State of _____

County of _____

- (1) He/she is (owner, partner, officer, representative, or agent) _____ that has submitted the attached bid.
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all circumstances respecting such Bid.
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the Bid has been submitted; or to refrain from bidding in connection with such Contract; or has in any manner, indirectly sought by agreement, or collusion, or communication, or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any Bidder, or to secure through any collusion, conspiracy, connivance, or agreement any advantage against the Town of Leicester or any person interested in the proposed contract.
- (5) The price or prices quoted in the attached Bid are fair and proper are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, employees, or parties in interest, including this affidavit.

(Signed) _____

Title

Subscribed and sworn to me before this _____ day of _____, 2022.

Notary Public

My Commission expires: _____

TOWN OF LEICESTER
Leicester, Massachusetts

ATTESTATION CERTIFICATION

Bid Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

Social Security or
Federal Identification#

Signature of Individual or Corporate
Name

By: _____ Corporate Officer

Date: _____

(PLEASE PRINT)

BUSINESS NAME _____

STREET ADDRESS _____

P.O. BOX _____

CITY, STATE, ZIP _____

PROFESSIONAL PRACTICE STATEMENT

The undersigned further certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section 29F of Chapter 29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulations promulgated thereunder.

Date: _____

Name of Bidder

By: _____

(Print) Title and name of person signing

Business Address

[] 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. I, 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 pennit 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 44I, 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.

Print Name & Title

Wall Quotes

1. Diversified Construction
Services

\$22,822.00

2. Stutman Contracting Inc.

\$23,260.00

3. FRG Contractor Corp.

\$31,900.00

4. Builders Systems Inc.

\$22,092.00



Builders Systems, Inc.
General Contractors

PROPOSAL

August 30, 2022

RECEIVED AUG 31 2022

Leicester High School
David Genereux
3 Washburn Sq.
Leicester MA 01524

Job Name: Dividing Wall

Job Location: 2nd floor Campus Center Bldg.

Plans and Specifications Dated:

Addenda:

Price \$ 22,092- Dollars (Net Cash)

We propose to supply labor and material necessary to complete the following:

Supply and install temp protection to control dust and protect the carpet in the work space.
Remove acoustical ceiling tile and grid as necessary to accommodate the new wall.
Construct a new dividing wall full height across the open area, consisting of 35/8" 20ga metal studs with 31/2" batt insulation and covered with 5/8" drywall taped ready for finishes. End of the wall at the glass will have a break metal cap to cover the studs.
Fire caulk around any penetrations in the new wall .
Supply and install a 3'x7' door and frame with a rim exit device with lever handle, door closer, with a 5x20" wire glass vision panel.
Reinstall ACT grid and tiles.
Supply 2 cartons of matching ceiling tiles and replace any water-stained tiles in that area, balance of tiles will be for attic stock.

Exclusions: Paint ,Electrical, HVAC, Fire protection

Working hours 2nd shift Monday-Friday 3pm -11pm & Saturday 7am -3:30pm if needed.

All Labor is Prevailing Wage.

Accepted _____
By _____ (FirmName)

Very truly yours,
BUILDERS SYSTEMS, INC.

Date --- --,----- C=C-
(Please sign one copy of proposal and return to our office)

By _____

Proposal is subject to the terms and conditions on pages 2 and 3 of this proposal.

BUILDERS SYSTEMS, INC. TERMS AND CONDITIONS

1. It is understood and agreed that these terms and conditions, together with the proposal by BUILDERS SYSTEMS, INC. ("BSI"), form the complete agreement between Contractor and Owner for the specified scope of work (the "Work"). Terms set forth in other documents, including for example, a prime agreement, purchase order, requisition, or other notice or authorization to proceed, are inapplicable to the Work, except when specifically provided for in full on the face of such document and accepted in writing by BSI. BSI's acknowledgement of receipt or performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein. If the terms and conditions contained herein, and in the proposal by BSI, are inconsistent with terms and conditions contained in other documents, the terms and conditions contained herein, and in the proposal by BSI, shall take precedence.
2. **Owner Information.** Owner shall furnish to BSI all architectural, structural, mechanical, electrical, and fixture plans, surveys, tests, drawings, specifications, criteria, and other information relevant to the Work and the project. Owner understands and acknowledges that BSI relies on the completeness and accuracy of information supplied by Owner in order to perform the Work.
3. **Access.** Owner shall arrange for and make all provisions for BSI and its agents and employees to enter and access the project site(s), and any and all premises reasonably necessary for the performance of the Work.
4. **Supervision / Coordination.** BSI shall supervise and direct the Work. Unless stated otherwise, BSI shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. BSI shall have full discretion regarding employment of its personnel on site. BSI shall not be responsible for the acts or omissions of Owner and Owner's other consultants, architects, engineers, contractors, subcontractors, their agents or employees, or other persons performing work or providing services.
5. **Limited Warranty.** For a period of one year from the date of substantial completion of the Work, BSI warrants that the Work will conform to the contract requirements and be free from defects, and that the materials installed as part of the Work will be new or of good quality. Owner's sole and exclusive remedy under this Limited Warranty shall be to present BSI with clear written notice of defects within the warranty period. BSI shall be entitled to fix or replace any properly noticed defects at its sole discretion. BSI makes no other warranty, express or implied, beyond the Limited Warranty stated herein, and BSI expressly disclaims all other warranties, including but not limited to the Implied warranties of merchantability and fitness for a particular purpose.
6. **Payment.** Payment in full of each BSI Invoice is due thirty (30) days following the date of the Invoice. In the event payment is not made when due, collection fees shall be assessed, including reasonable attorney's fees and interest accrued at 1.5% per month.
7. **Insurance.** BSI shall maintain the following insurance for the duration of this agreement: (1) general liability (\$1 million each occurrence/\$2 million aggregate); (2) automobile liability (\$1 million combined single limit); (3) umbrella liability (\$5 million each occurrence/aggregate); and (4) workers compensation (per statutory limits). BSI will furnish a certificate of insurance upon request. If requested by Owner, BSI will purchase additional insurance, beyond that which it normally carries, at Owner's expense. Owner shall be responsible to purchase and maintain property and liability insurance at limits sufficient to protect the Work and the property.
8. **Waiver of Subrogation.** Owner waives all rights against BSI and BSI's employees, agents and subcontractors for damages to the extent covered by any property or other insurance in effect whether during or after the project. Owner shall each require similar waivers from their separate contractors, consultants and agents.
9. **Indemnification.** BSI shall indemnify and hold Owner harmless from and against claims, damages, and losses caused by BSI's negligence or the negligence of BSI's employees, agents or subcontractors, provided that such claim, damage or loss is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself).
10. **Hazardous Materials.** BSI shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site. Accordingly, Owner agrees to assert no claims against BSI, its principals, agents, employees, consultants or subcontractors, arising out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site. Owner shall defend, indemnify and hold harmless BSI, its principals, agents, employees, consultants, and subcontractors from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by Owner or any other person or entity.. BSI shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of the Work caused by or arising out of the discovery of hazardous substances or pollutants at the project site. Notwithstanding, BSI agrees that it will promptly notify Owner if it becomes aware of the existence of such hazardous materials or substances.

August 7, 2019

(1 of 2) BUILDERS SYSTEMS, INC

11. Termination/Suspension. Either party may terminate this agreement for convenience on written notice of at least thirty (30) days. In the event either party exercises this provision, BSI shall be paid for all Work performed up to and including the date of termination, as well as reasonable termination expenses. Either party may terminate this agreement at any time for cause in the event the other party fails to substantially perform its obligations under this agreement. In the event BSI exercises this provision, BSI shall be paid for all Work performed up to and including the date of termination, as well as reasonable termination expenses and all damages incurred by BSI as a result of the default or breach by Owner. If the Work is suspended for any reason for a period of more than sixty (60) days, BSI shall be entitled to an equitable adjustment of its fees.
12. Changes in the Work. Changes in the Work may be accomplished after the execution of this agreement by Change Order proposed by either party. The parties shall mutually agree on the adjustment in time and money to be paid BSI, if any, based on the Change Order. In the event of concealed or differing conditions that affect the performance of the Work, BSI shall be entitled to an equitable adjustment of time and money. BSI shall furnish reasonable notice of any concealed or differing conditions.
13. Disputes. In the event of any dispute, claim, question or controversy arising out of this agreement, its performance, interpretation and/or breach, the same will be determined by arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association.
14. Owner Indemnity. To the fullest extent permitted by law, Owner shall defend, indemnify and hold BSI harmless from and against: (i) claims by Owner's separate contractors or consultants for whom BSI is not responsible; (ii) claims arising from the presence of pre existing hazardous materials on site; (iii) claims arising from the Owner's breach of this agreement; (iv) claims arising from the Owner's negligence or willful misconduct, or the negligence or willful misconduct of any party for whom the Owner is liable; and (v) claims arising from any allegations that the Work performed by BSI violated IP rights or laws, building code or other laws and regulations. The indemnity requirements provided in this paragraph shall not apply to the extent of BSI's own negligence or fault.
15. Waiver of Consequential Damages. Owner and BSI waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this agreement, including but not limited to, liability for loss of profits, loss of use of property, delays, or other special, indirect, consequential, punitive, exemplary or multiple damages.
16. Force Majeure. BSI shall not be responsible for delays in the Work that are outside of BSI's direct control and liability, including without limitation, delays arising from war, strikes, fire, flood, accidents, labor strikes or difficulties, Owner caused delays, or any other occurrences outside of BSI's direct control and liability.
17. Materials. Title and legal possession of all materials delivered, stored, erected, or to be erected, shall remain with BSI until the Owner has paid in full. Owner shall assume liability for damages to or destruction or loss of any goods, supplies or materials caused by fire or otherwise after they shall been delivered at or on the site of the Work.
18. Miscellaneous. This agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any dispute or claim proceedings shall take place in the state or federal courts sitting in Worcester County, Massachusetts. Any change or modification to these terms shall be in writing and signed by both parties. The parties may not assign or transfer this agreement or any rights hereunder without the written consent of the other party. If any provision of this agreement shall be determined to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The covenants and agreements contained herein shall apply to, insure to the benefit of and be binding upon the parties and upon their respective successors and assigns.
19. Expiration. Any and all BSI proposals are all deemed null and void unless accepted by Owner within 45 days of receipt thereof.

**SELECT BOARD MEETING MINUTES
SEPTEMBER 12, 2022 AT 6:00PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

CALL TO ORDER/OPENING

Chair Allen Phillips called the meeting to order at 6:00pm. 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 – One Day Wedding Liquor License – Creedon and Co. Caterers – September 24, 2022**

This item was rescheduled to 9/19.

- b. **6:00pm – Town Common Fee Waiver – Greenville Baptist Church, Family Fun Fest – October 1, 2022**

Motion 091222-1b: A motion was made by Ms. Provencher and seconded by Mr. Bujak to waive the Town Common use fee for the Greenville Baptist Church Family Fun Fest on October 1, 2022. Motion carries 5:0:0.

- c. **6:00pm – Request to Form Permanent Open Space and Rec Committee – Jan Parke**

Jan Parke with the Common Ground Land Trust presented a request to form a permanent Leicester Open Space and Recreation Committee. The Select Board requested a formal charge with proposed membership be presented to the Board.

2. PUBLIC COMMENT PERIOD

No members of the public provided comment.

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**

Comedy show with music at Knights of Columbus on 9/24.

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 a variety of topics including thank you to everyone who helped get the new Leicester High School location at Becker up and running, thanks to our public safety personnel, ongoing water issues at the Library, available assistance through Hearts for Heat and the ongoing increase in fuel prices, starting a scarecrow contest on the common, update on the residents who were displaced at the Housing Authority, sponsoring a night for the seniors who were displaced this year and last year, thanks to Harry Brooks for bringing pizza to the Senior Center on the night of the fire and thanks to everyone who came out to help, hiring winter plow drivers, and covering signs that say Becker.

5. RESIGNATIONS & APPOINTMENTS

- a. **Resignation – Erik Lerdal – Economic Development Committee**

Motion 091222-5a: A motion was made by Ms. Provencher and seconded by Mr. Bujak to accept the resignation of Erik Lerdal from the Economic Development Committee. Motion carries 5:0:0.

b. Resignation – Tim Lyon – Paramedic

Motion 091222-5b: A motion was made by Ms. Provencher and seconded by Mr. Bujak to accept the resignation of Tim Lyon from the position of paramedic. Motion carries 5:0:0.

c. Select Board Appointee and Discussion on Becker Committee

The Board discussed the charge of the Becker Advisory Committee and Mr. Antanavica and Mr. Bujak volunteered to serve on the committee.

Motion 091222-5c1: A motion was made by Mr. Duggan and seconded by Ms. Provencher to amend previous vote on the composition of the Becker Advisory Committee to add a second Select Board member. Motion carries 5:0:0.

Motion 091222-5c2: A motion was made by Ms. Provencher and seconded by Mr. Duggan to appoint Rick Antanavica and John Bujak to the Becker Advisory Committee. Motion carries 5:0:0.

6. OTHER BUSINESS

a. Set Date and Time for Trick or Treating

Motion 091222-6a: A motion was made by Ms. Provencher and seconded by Mr. Bujak to set Trick or Treating hours from 5-7pm on Halloween (October 31st). Motion carries 5:0:0.

b. FY 23 Highway Department Road Improvements

The Town Administrator discussed the proposed FY23 Highway Road Improvement Plan. The Board discussed the timing of line painting and millings and posting the plan on the website.

c. Bid Award – Cold Planing (P.J. Keating)

d. Bid Award – Line Painting (Hi-Way Safety Systems)

Motion 091222-6c&d: A motion was made by Mr. Antanavica and seconded by Mr. Duggan to award the cold planing contract to PJ Keating and to execute the contract and to award the line painting contract to Hi-Way Safety Systems and to execute the contract. Motion carried 5:0:0.

e. Change of Demand Fees for the Treasurer/Collector (MGL Ch 60, Sec 15)

Motion 091222-6e: A motion was made by Mr. Antanavica and seconded by Ms. Provencher to increase the demand fee on collections to \$25.00 to have uniform demand fees for motor vehicle, boat excise and personal property/real estate collections. Motion carries 5:0:0.

f. Discuss/Vote on Special Town Meeting Warrant Articles

A motion was made by Ms. Provencher and seconded by Mr. Bujak to pass over this item until the 9/19 meeting. Motion carries 5:0:0.

7. MINUTES

a. August 22, 2022

Motion 091222-7a: A motion was made by Mr. Antanavica and seconded by Ms. Provencher to approve the minutes of August 22, 2022. Motion carries 5:0:0.

A motion to adjourn was made by Mr. Antanavica and seconded by Ms. Provencher at 8:05pm. Motion carries 5:0:0.



Town of Leicester
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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