



PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: December 5, 2022

TIME: 6:30pm

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

REQUESTED BY: Chris Vitale, Assistant Town Administrator

*Agenda packet and associated documents can be found at www.leicesterma.org/bos. This agenda lists all matters anticipated for discussion; some items may be passed over, and other items not listed may be brought up for discussion to the extent permitted by law. 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 VETERANS POEM

1. EXECUTIVE SESSION (6:30 PM)

- a. M.G.L. Chapter 21(a)(3) To discuss strategy with respect to collective bargaining. - Highway

2. SCHEDULED ITEMS

- a. 7:00PM – Town Common Fee Waiver – Christ Episcopal Church, Music Concert – July 9, 2023
- b. 7:15 PM – RFO and Parks and Rec Discussion

3. PUBLIC COMMENT PERIOD

4. CIVIC ANNOUNCEMENTS

- a. Craft Fair – Saturday December 10th, 2022, at the Leicester Senior Center

5. RESIGNATIONS & APPOINTMENTS

- a. Appointment - Wayne LeBlanc – Former Becker Advisory Committee (FBAC)
- b. Appointment - Joseph McGinn – Former Becker Advisory Committee (FBAC)
- c. Appointment – Jeffrey Joseph – Per-Diem Paramedic (EMS)

6. OTHER BUSINESS

- a. Vote to request traffic study from MassDOT for Charles Street.
- b. Tax lien sale discussion
- c. Discussion on potential creation of a Department of Public Works and Director of Public Works (DPW) Director position – Continued from November 21, 2022
- d. Request to open the warrant for additional warrant articles (Advisory Committee)
- e. Special Town Meeting Recommendations
- f. Approve FY23 Community Compact Best Practices Grant Contract – ADA Self-Evaluation and Transition Plan.
- g. Approve FY23 Community Compact Best Practices Grant Contract – Town Center Vision Plan.
- h. Approve Police Chief Contract Extension
- i. Increase number of Bark Park members to 7 (seven)

7. MINUTES

8. REPORTS

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

ADJOURN



christ episcopal church

To The selectmen Board:

My name is Lois Dorr-Wicklund and I write to you on behalf of **Christ Episcopal Church**, Rochdale.

Christ Episcopal Church is approaching a milestone in its history.

A handful of Episcopal parishioners who had been holding church services in the local tavern belonging to Hezekiah Stone, and his wife Charlotte, were given a plot of land located across the street from that tavern to build themselves a church on Stafford Street.

July 1823 the cornerstone was laid for our church; Christ Episcopal Church was built in Rochdale. The original structure remains exactly as it was built. **Easter Day, 1824** the church held its first service.

Christ Church and its parishioners have been active participants within this community from day 1.

***Musical concerts** with a style of excellence were held every Sunday for the public on its front lawn in the latter 1800's and early 1900's.

***Strawberry Festival** dinners were held annually for more than 50 years.

*We were directly involved with the **Leicester Community Food Pantry** from its inception

*Organized and Ran '**Olde Tyme Country Fair**' for 7 years held each year in Rochdale. We offered the organizing of the fair to the Leicester Business Association which they evolved the direction of the fair into **Leicester Founders Day**, 1989. However, the leadership of the Christ Church fair stayed involved with the operation of the Leicester Founders Day event throughout the seven events that were held, ending in 1995.

*The **Hope In Hands Community Garden** Was created and operated on Paxton Street for 9 years.

*Ran and operated the **CROP WALK** which was held every October for many years.

*Created and operated **Christopher Robin Nursery School** for 15 years.

*A musical venue was held for 10 years in our church proper ...called '**Hezekiah Stone Coffee House**'.

There is more, I just highlighted a few of our endeavors.

We are looking to begin a celebration in ministry for our **200th year** anniversary on **Saturday July 9th, 2023**.

The church would like to use the Town Common and its Bandstand. A local band is hired (The Otters), and beverage and snack type prepackaged food items will be available for free for all who attend.

We have already filled out the paperwork needed to reserve the Town Common and we understand the guidelines which are in writing for the use of this property. Why I am here is: I wish to ask the selectmen to please consider waiving any fees associated with the use of this land.

We are offering this venue to the towns people free of charge...the music and socializing on the Town Common is an offering for people of our community to just to listen to good music and enjoy wonderful Sunday afternoon in celebration of our Anniversary.

Thank You for this consideration,

Lois Dorr-Wicklund

Susan Bulman

Co-chairpersons to the 200th Anniversary committee



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Wayne M. LeBlanc HOME TEL. [REDACTED]
ADDRESS: [REDACTED] WORK TEL. [REDACTED]

EMAIL ADDRESS: [REDACTED]

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

- | | |
|---|---|
| <input type="checkbox"/> Advisory/Finance Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Agricultural Commission | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Arts Council | <input type="checkbox"/> Memorial Day Committee |
| <input type="checkbox"/> Bandstand Committee | <input type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Burncoat Park Planning Committee | <input type="checkbox"/> Recycling Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> Road Conversion Committee |
| <input type="checkbox"/> Capital Improvement Planning Comm. | <input type="checkbox"/> Stormwater Committee |
| <input type="checkbox"/> Commission on Disabilities | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Conservation Commission | <input checked="" type="checkbox"/> Other <u>Becker Working Group</u> |

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☐ Four ☒ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☐ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

If not, when are you NOT available?

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION:

University of Connecticut - B.A. 1976

New England School of Law - J.D. 1982

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

Town of Leicester: Are you currently or have you ever been employed by the Town? ☐ Yes ☒ No

If yes, state position(s) and date(s): _____

Other Experience: Start with present or last job (include title) and military service assignments.
Exclude organizations' names which indicate race, religion, sex, or national origin.

Attorney - 1982 to Present

Attorney with Kneeland, Gribouski & Mooradian (formerly Glickman, Sugarman, Kneeland
& Gribouski) - 1990 to Present

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

I am interested in serving my community, and believe I have experience and training in legal
matters and real estate to address Becker property issues

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

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


I possess the following training or experience:

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

Other Skills & Interests: _____
Concentration in real estate and related law (Land Court, zoning and permitting, business
matters); Member and Officer of a number of organizations

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
Member, School Building Study	1990's	West Boylston
Selectman, Town of West Boylston	1996-2005	West Boylston
Board of Directors, OddFellows	2017 to Present	Worcester


Signature of Applicant

9/22/22
Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Joseph (Joe) McGinn HOME TEL. [REDACTED]

ADDRESS: [REDACTED] WORK TEL. [REDACTED]

EMAIL ADDRESS: [REDACTED]

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

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

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

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Are you available for evening meetings?

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Are you available throughout the year for committee meetings?

☒ Yes ☐ No

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

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: [REDACTED]

BS Sanitary Engineering, WPI (1974); Juris Doctor Cum Laude, MA School of Law (1991)

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

Town of Leicester: Are you currently or have you ever been employed by the Town? ☐ Yes ☒ No

If yes, state position(s) and date(s): _____

Other Experience: Start with present or last job (include title) and military service assignments. Exclude organizations' names which indicate race, religion, sex, or national origin.

Sr. Project Manager - Weston & Sampson Engineers Inc. (retired)

Water Resources Manager - Pueblo of Santa Ana, NM; School Administrator/Jr/Sr HS Teacher,

MA DCR - Director - Div. of Water Supply Protection; MA MDC - Director - Div. Of Watershed

Sr. Environmental Engineer - CE Maguire Inc.; Principal Investigator - MA DEQE; Program

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

adaptive reuse and future uses of the former Becker College facilities present significant opportunities for the Town of Leicester.

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

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

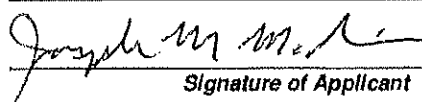
I possess the following training or experience:

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

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
Planning Board Member	1990's	Worcester
Conservation Commission	1980's	Worcester


Signature of Applicant

10/13/22
Date

Thank you for your interest in serving the Town of Leicester

Memo



To: Leicester Selectboard
From: Brian D. Kelley, Interim EMS Director
Date: November 21, 2022
Re: Per-Diem Paramedic Appointment

After interviewing Jeffrey Joseph, I would recommend that the Leicester Selectboard appoint Jeffrey Joseph to the position of Per-Diem Paramedic at Leicester EMS.

Rene Dube

15 Beech St

Leicester, Ma 01524

In Light of ongoing and recent issues regarding the safety of the property owners on Beech St. and Maple lane trying to exit these streets onto Charles St. we would like to petition the Town of Leicester to implement a change in the speed limit on Charles St. reducing it to 20mph and signage that warns dangerous intersection in the sections of Beech St. and Maple Ln.

There has been numerous accidents at these intersections. It is blind for the residents to enter onto Charles St. Even though we all put our windows down to listen for on coming cars you can't hear them coming because they are manufactured to be quieter.

Please before someone is KILLED trying to exit Beech St. and Maple Ln. put some warning signs up. Dangerous intersection, flashing lights, lower the speed limit up in this area. Anything will help.

Please consider this petition seriously before an avoidable tragedy happens.

Thank You For Your Consideration

Rene & Diane Dube and:

Diane Dube
Rene Dube
NAME:

ADDRESS:

Ashley Yangel	30 Beech Street
Jesse Parodi	51 Lakeview Dr
Amberley Begin	51 Lakeview Dr.
PEGGY PRYOSKI	39 LAKEVIEW DR
Wayne Riley	39 Lakeview Dr
<i>n/m</i>	33 Lakeview DR
Timothy M. Gray	3 Birch Ln
Carol McGrath	3 Birch Lane
Urban Soul	20 Lakeview Dr.
<i>Anthony Chappin</i>	5 Cedar Lane
Carolyn Word	5 Beech St.
Barbara J	4 Beech St
<i>Hanny Begin</i>	51 Lakeview Dr. Leicester, MA

Dynia November 26 Charles Street

John Long 25 BEECH STREET

69 Lakeview Drive

Pat Halpin

73 Lakeview Drive

John Halpin

73 Lakeview Drive

Steve Caputo

60 Lakeview Dr

Tom Mahoney

29 Beech Street

John

40 LAKE

John

28 Beech St.

Mike McElroy

26 Beech St

Kitley Spafford

8 Maple Lane

Bill Daly

2 maple lane

Linda Savoy

4 maple lane

John

6 maple lane

Charles E. Genta

9 Maple Lane

Maria Buba

" "

Donna Muscare

63 Lakeview Dr

Patricia Kelly

15 Lakeview Dr.

Bob Ellis

29 Lakeview Dr

Shane Schimke

45 Lakeview Dr.

Bruce Kowale

26 CHARLES ST



TOWN OF LEICESTER

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

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

11/28/2022

Re: Outstanding Tax Title Balances

To: Town of Leicester Select Board

Please let this memo serve as a request to move forward with outstanding Real Estate Tax receivables under Chapter 60 collection procedures. As of today, there are 227 Tax Title accounts with an outstanding balance due to the Town totaling \$1,996,559.86. Of this amount, \$1,355,430.42 is tax, \$630,622.31 in interest, and \$10,507.13 in fees.

The next step would involve selling of the tax title accounts following Chapter 60 Section 2C. This sale would be at a public auction to an interested third party who would acquire the tax lien and be responsible for further collections. The sale would be for the balance of the outstanding taxes, fees, and interest. After the sale, a Transfer Certificate would be created and recorded at the Registry of Deeds stating the lien is now in the purchaser's custody. Taxpayers would receive notification from the purchaser that payment towards the tax title account would be through the purchaser, no longer the town. The purchaser would then be responsible for further collection practices through Land Court and foreclosure.

Selling of the outstanding tax title accounts would be a more favorable action than the Town following through in land Court due to incurred costs and the associated time.

Please let me know if there are any questions or concerns.

Sincerely,

Nicholas George
Treasurer Collector

Account	Location	ParcelIdentifier	StreetName	Tax	Liens	Interest	Fees	Total
2276165	HANKEY ST	438-B1	11 HANKEY STREET SUN LLC		219.44	0	5.77	225.21
2273451	190 MAIN ST	238-A5	190 LYNDE BROOK REALTY LLC		2528.92	0	66.51	2595.43
1959139	275 PLEASANT ST	30-A1	275 PLEASANT ST LLC		857.76	0	425.26	1283.02
1960975	30 MILL ST	46C-C3	30 MILL STREET LLC		17623.42	0	6994.63	24618.05
2272450	192 CHAPEL ST	15A-B5	AGUIAR GABRIELLE M		671.39	0	17.66	689.05
39-A1	PINE ST	39-A1	AIRBOURNE EXCAVATING & TRUCK		7922.95	0	2956.81	2405.25
2168359	42 REDFIELD RD	238-C2	ALCOCK TANNER J		911.09	0	160.95	1072.04
1853149	523 MAIN ST	24A-A53	ALMEIDA SERGIO		14734.11	0	4137.74	18871.85
1434140	STAFFORD ST	34B-B5	ARELLO ROBERT		7580.77	0	5017.25	12693.02
1435769	MARSHALL ST	5A-B10	MARSHALL ST		1614.33	0	1129.87	2839.2
2273882	BURNCOAT ST	26A-A18	ARELLO ROBERT		411.88	0	10.83	422.71
1329208	ROUTE 56	37-C1	ASFURA SALAH		35271.5	0	25792.81	61064.31
2167851	1 PINE ST	20D-A16	BAILLARGEON DONALD JR		206.71	0	36.52	243.23
34A-B5	ATWOOD ST	34A-B5	BANDILLA III STEPHEN F		6901.93	0	6196.09	13253.5
30A-B4	ABINGTON AVE	30A-B4	BANKS JAMES V		1485.23	0	1578.6	3158.83
30A-C11	ASHLAND ST	30A-C11	BANKS JAMES V		2128.49	0	2110.46	4333.95
30A-C12	ASHLAND ST	30A-C12	BANKS JAMES V		2197.45	0	2170.51	4462.96
2170135	634 STAFFORD ST	35-B8.2	BELANGER JOSEPH R		7898.34	0	946.64	8844.98
2273678	155 HENSHAW ST	24-C2	BERGIN STEVEN V		1622.56	0	42.68	1665.24
23A-A45-Def	366 Main Street	23A-A45	Biscornet, Helen M.	Main	28178.76	0	18026.43	46256.89
1856126	3 WENDY PL	48-C3.4	BOISVERT JR DONALD E		10371.4	0	3428.07	13799.47
2062338	56 LAKE SARGENT DR	19A-D6	BOMBARD M GWYNETH		1171.15	0	333.18	1504.33
46-A4	PLEASANT ST	46-A4	BONOVETO JOSEPH J Heirs of		2608.74	0	2687.25	5483.49
1539099	SPRING ST	33A-M3	BOURASSA JOHN M		669.58	0	302.36	971.94
1539096	BETHEL AV	33A-M1	BOURASSA JOHN N		650.28	0	294.32	944.6
1961568	349 PLEASANT ST	30B-G17.1	BOW KEVIN R		20942.19	0	5391.6	26333.79
34B-E10	20 BROAD ST	34B-E10	BROOKS PAUL N		12181.81	0	3302.83	15496.64
34B-E11	BROAD ST	34B-E11	BROOKS PAUL N		2143.7	0	1450.24	3593.94
2274347	WILDWOOD LN	28B-B7	BROWN DUSTIN A		308.46	0	8.11	316.57
35A-A4.2	Auburn Street	35A-A4.2	Brown Walter F.	Auburn	1197.59	0	3748.93	5021.52
1329442	16 KING STREET EX	38A-A21	BURKE FRANCIS		42573.46	0	25588.93	68585.34
2275882	550 PINE ST	41-A9	CAMPION CHAD M		4284.69	0	112.69	4397.38
2168507	MAIN ST	230-B2.1	CANANE SR JEFFREY S		2001.3	0	182.85	2184.15
1326491	1182 MAIN ST	19B-A5	CANTY JOSEPH J		16627.96	0	5157.44	21785.4
28B-H7	Oakwood Lane	28B-H7	Carlson Edna M	Oakwood	2104.13	0	3080.09	5196.72
28B-H3	Birch Lane	28B-H3	Carlson Herbert O	Birch	1768.71	0	2596.32	4377.53
2065430	380 PLEASANT ST	39A-C1	CARR GARY		199.22	0	56.68	255.9
2064159	209 RAWSON ST	29-A3	CARTER CLARE E		4453.55	0	935.36	5388.91
2274005	6 KING CT	26B-B9	CASCADE FUNDING MORTGAGE TRUST		3158.98	0	83.09	3242.07
2063317	94 AUBURN ST	23D-A14	CAZEALT ANN C		19336.87	0	2014.91	21351.78
2063376	HENSHAW ST	24-C19	CAZEALT ARMAND		1104.52	0	188.26	1292.78
1540336	STAFFORD ST	46C-A3.1	CENTRAL WATER DISTRICT CO INC		4200.51	0	1812.81	6013.32
1540472	STAFFORD ST	46C-A4	CENTRAL WATER DISTRICT CO INC		8292.64	0	1629.95	5427.55
1540473	1050 STAFFORD ST	46C-A5	CENTRAL WATER DISTRICT CO INC		5849.14	0	3536.94	11829.58
1540474	STAFFORD ST	46C-A6	CENTRAL WATER DISTRICT CO INC		6959.44	0	2445.17	8294.31
1540475	STAFFORD ST	46C-A7	CENTRAL WATER DISTRICT CO INC		30672.93	0	2913.39	9872.83
1540476	STAFFORD ST	27-B5	CENTRAL WATER DISTRICT CO INC		508.28	0	13265.34	43938.27
2063773	CEDAR MEADOW POND	20D-C4	CGT REALTY TRUST		2434.47	0	108.54	616.82
2273024	1081 MAIN ST	33A-K12	CHARLES MARIE G		2375.68	0	64.03	2498.5
2274992	113 MCCARTHY AV	24A-A55.2	CHAVEIRO REISNARDELE R		491.21	0	62.48	2438.16
2067065	CARLISE ST	21B-H2	CHERRY VALLEY METH CHURCH		622.72	0	120.99	612.2
1642397	CARLISE ST	33B-A3	COBB STEPHEN L		16619.51	0	212.31	835.03
1644215	136 AUBURN ST	37A-E2	COLLINS PAUL		42355.48	0	5293.44	21912.95
1539597	12 KING ST					0	20139.71	62495.19

42A-87	32 SALMINEN AV	42A-87	CONDO GERALD G	SALMINEN AV	0	27237.66	37.5	72487.17
39-A5	2 MEMORIAL DR	39-A5	CONWAY RIL LLC	MEMORIAL	0	59309.17	2157.5	119976.22
39-A5.2	CONWAY DR	39-A5.2	CONWAY RIL LLC	CONWAY DR	0	3454.21	21.16	8351.73
21-A10	Main Street	21-A10	Cote Virginia M.	Main	0	4964.8	0	7585.67
1436217	-REAR AUBURN ST	23D-B1.7	CRESCENT BUILDERS INC	AUBURN ST	0	991.14	95	2455.75
2167681	MARSHALL ST	2-C11	CUTRONI SHAWN K	MARSHALL ST	0	242.82	0	2218.42
2167682	MARSHALL ST	2-C11.1	CUTRONI SHAWN K	MARSHALL ST	0	72.28	0	595.02
2273661	MAIN ST	23D-88	CYR CHRISTOPHER	MAIN ST	0	6.55	0	255.77
2167157	1 WASHBURN ST	12-A1	DAIGE PETER	WASHBURN ST	0	476.55	0	6077.66
1642915	MAIN ST	24A-A59	DAMATO ANTHONY	MAIN ST	0	578.57	0	1925.52
2170718	25 FAIRVIEW DR	41A-A13	DANIELS RONALD S	FAIRVIEW DR	0	48.16	0	320.77
2064063	28 BEECH ST	28B-C2	DELUSIE BENJAMIN	BEECH ST	0	56.3	0	254.2
2065852	53 RIVER ST	43-D9	DEPOT ASSOCIATE INC.	RIVER ST	0	409.08	0	2968.92
2273739	565 MAIN ST	24A-A56.1	DESCHENES MICHAEL J & SUSAN	MAIN ST	0	137.1	0	5349.74
1434137	STAFFORD ST	34B-810	DRAZEK JOHN P	STAFFORD ST	0	1082.23	95	2669.59
30B-G7	6 CARLSON DR	30B-G7	DUBE IOAN L	CARLSON DR	0	1201.01	175	3271
1645063	47 FAIRVIEW DR	41A-A24	DUFRESNE REALTY TRUST PAUL A	FAIRVIEW DR	0	8177.26	0	40112.1
1645064	FAIRVIEW DR	41A-A25	DUFRESNE REALTY TRUST PAUL A	FAIRVIEW DR	0	1583.66	0	5343.34
2277185	MULBERRY ST	6-C5.5	DURKAN JOHN	MULBERRY ST	0	6.22	0	242.88
1960443	51 FAIRVIEW DR	41A-A26	DYMEK JOHN V	FAIRVIEW DR	0	1873.83	0	6450.61
2169535	5 CRESTWOOD RD	30B-E11	EDSON JASON P	CRESTWOOD RD	0	475.48	0	3167.01
1852001	OVERLOOK DR	19A-A30	EKLEBERRY MARK	OVERLOOK DR	0	174.94	0	570.13
1852011	OVERLOOK DR	19A-B11	EKLEBERRY MARK	OVERLOOK DR	0	162.47	0	535.7
1852013	OVERLOOK DR	19A-B13	EKLEBERRY MARK	OVERLOOK DR	0	162.47	0	535.7
1852014	OVERLOOK DR	19A-B14	EKLEBERRY MARK	OVERLOOK DR	0	200.41	0	663.18
2170687	600 PINE ST	41-A1	ELDRIDGE JOHN	PINE ST	0	202.28	0	1347.32
2276062	610 PLEASANT ST	43-A5	ELITE FINANCIAL GROUP INC	PLEASANT ST	0	21.26	0	829.7
1854255	LEXINGTON AV	31A-D5	ENGLEHART RICHARD M III	LEXINGTON AV	0	270.91	0	973.86
1749241	HOWARD TR	33A-F13.2	ETHER PAUL	HOWARD TR	0	113.81	0	976.12
1957931	338 MAIN ST	23A-A40	EVANGELISTA SIRLEI R	MAIN ST	0	1932.16	0	9693.39
2168247	340 MAIN ST	23A-A42	EVANGELISTA SIRLEI R	MAIN ST	0	459.7	0	6292.88
1747332	40 SOUTH MAIN ST	20D-D22	FAULKNER FREDERICK D	SOUTH MAIN ST	0	4325.91	0	13287.75
1642709	83 BOYD ST	23C-E1	FINNEY DIEDRA A	BOYD ST	0	14054.54	0	55946.51
2276572	1108 STAFFORD ST	47B-B15	FITZGERALD TIMOTHY P	STAFFORD ST	0	19.29	0	752.77
1222300	AUBURN ST	24-C17	FOSSILE NIEL GERALDINE TRUSTEE	AUBURN ST	0	4716.33	0	10671.35
42A-B10	26 SALMINEN AVE	42A-B10	FOURNIER BLANCHET	SALMINEN AVE	0	754.82	0	2219.72
2277371	390 AUBURN ST	35A-A3.4	FOX HILL BUILDERS INC	AUBURN ST	0	38.97	0	1520.63
1434108	FOLSOM ST	34A-E10	FULLER CAROL	FOLSOM ST	0	632.67	0	2145.07
1851711	PAXTON ST	12-C3.1	FYFFE LESTER J	PAXTON ST	0	249.56	0	1020.09
2064891	STAFFORD ST	34B-86	GABRIELA LEONARD S	STAFFORD ST	0	91.01	0	448.88
2064907	BROADWAY ST	34B-D11	GABRIELA LEONARD S	BROADWAY ST	0	94.24	0	466.58
2062432	79 PAXTON ST	19B-E4	GAR REALTY TRUST LLC	PAXTON ST	0	2293.55	0	22074.49
29-A1	5 Charles Street	29-A1	Gardner Herbert B	Charles	0	18617.96	400.5	46775.52
45-B6-0	Stafford Street	45-B6	Gemme George J.	Stafford	0	48259.41	442.44	70745.38
2065440	371 PLEASANT ST	39A-D14	GILLETTE DONALD E	PLEASANT ST	0	0.97	0	31.34
2171322	15 CARLETON RD	46D-C8	GIRON JUAN	CARLETON RD	0	1130.37	0	11184.81
29A-D8.1	Rear Birchwood Drive	29A-D8.1	Glickman & Fuller PC	Rear Birchwood	0	2972.02	12.5	5169.09
1960607	SALMINEN AV	42A-B11	GOLDEN OAK FINANCIAL TRUST	SALMINEN AV	0	335.57	0	1435.63
1958914	WILWOOD LN	28B-88	GOODNEY BEVERLY M	WILWOOD LN	0	178.22	0	786.42
1958915	WILWOOD LN	28B-89	GOODNEY BEVERLY M	WILWOOD LN	0	178.22	0	786.42
2272969	1019 MAIN ST	20C-A6	GRAHN MICHELLE	MAIN ST	0	103.77	0	4049.02
2168150	111 WOODLAND RD	22A-C11	GRENIER JESSE M	WOODLAND RD	0	49.74	0	331.33
1750037	361 PLEASANT ST	39A-D19	GUERRA DONALD M	PLEASANT ST	0	8783.64	0	39090.71
2169076	27 PINE RIDGE DR	27B-A11.3	GUENTOR NICHOLAS J	PINE RIDGE DR	0	37.38	0	248.97
1434813	560 PINE ST	41-A7	HALLIHAN MICHAEL J	PINE ST	0	16144.91	119.22	44179.83

2275219	12 CEMETERY RD	348-F17	HARMON DORIS M	CEMETERY RD	1242.95	0	32.69	0	1275.64
2275221	CEMETERY RD	348-F19	HARMON DORIS M	CEMETERY RD	1343.97	0	35.35	0	1379.32
1432270	3 SOUTH STREET EX	228-C3	HARTMAN WANDA J	SOUTH STREET EX	14877.32	0	5125.29	95	20097.61
2170945	139 CLARK ST	43-82.16	HOBSON MELISSA	CLARK ST	1505.44	0	265.95	0	1771.39
2170686	PINE ST	40-B5	HODGSON JOHN E	PINE ST	1056.33	0	137.22	0	1193.55
218-B13	Pine St	218-B13	Holbrook Walter	Pine	1023.97	0	1673.79	12.5	1710.26
218-E4	Chestnut Street	218-E4	Holbrook Walter	Chestnut	1120.16	0	1842.49	12.5	2975.15
2274146	57 BURNCOAT LN	27A-E29	HONEYMAN ALEXANDER T.	BURNCOAT LN	1271.92	0	33.46	0	1305.38
2274181	BURNCOAT LN	27A-F18	HONEYMAN ALEXANDER T.	BURNCOAT LN	275.57	0	7.25	0	282.82
2275052	398 STAFFORD ST	34-A5	HOURGLASS PROPERTY SOLUTIONS	STAFFORD ST	1708.62	0	44.94	0	1753.56
2276177	110 HUNTOON MEMORIAL HW	44-A10	HUNTOON HIGHWAY LLC	HUNTOON MEMORIAL HW	1494.39	0	39.3	0	1533.69
2063114	BOTTOMLY AV	23A-C18	HUTNH NHANT	BOTTOMLY AV	308.72	0	87.22	0	395.94
7-A8	WHITE BIRCH ST	7-A8	HYLAND JOSEPH W	WHITE BIRCH ST	1327.21	0	1208.58	112.5	2648.29
2062224	MAIN ST	188-A1	JACKMAN WENDELL D	MAIN ST	6191.45	0	1061.72	0	7253.17
2062225	1573 MAIN ST	188-A2	JACKMAN WENDELL D	MAIN ST	20431.54	0	4025.11	0	24456.65
2066198	590 HENSHAW ST	46D-D7	JAMES MARUM MEREDITH L	HENSHAW ST	9659.44	0	1243.15	0	10902.59
1434675	407 PLEASANT ST	39-B1.8	JAVA DEVELOPMENT LLC	PLEASANT ST	2791.48	0	2265.45	95	5151.93
2171707	710 WHITTEMORE ST	8-A13.7	JEZNACH C SHERRI	WHITTEMORE ST	278.81	0	49.25	0	328.06
21C-A13	CHAPEL ST	21C-A13	JOHNSON RALPH	CHAPEL ST	2608.99	0	2361.62	139.04	5109.65
21C-A14	CHAPEL ST	21C-A14	JOHNSON RALPH	CHAPEL ST	4155.23	0	3524.24	52.03	7731.5
21C-A4.1	CHAPEL ST	21C-A4.1	JOHNSON RALPH	CHAPEL ST	11026.94	0	9314.93	52.04	20393.91
23B-C15	SARGENT ST	23B-C15	JOSEPH PAULINE C	SARGENT ST	10377.8	0	3623.69	480	14481.49
34B-G6.1	Havana (Rear) Road	34B-G6.1	Kathleen Brant	Havana (Rear)	994.78	0	1398.2	0	2392.98
1853617	BURNCOAT LN	27A-F26	KEENAN JOHN F	BURNCOAT LN	969.7	0	362.6	0	1332.3
1853618	BURNCOAT LN	27A-F27	KEENAN JOHN F	BURNCOAT LN	699.76	0	271.39	0	971.15
1853619	BURNCOAT LN	27A-F28	KEENAN JOHN F	BURNCOAT LN	699.76	0	271.39	0	971.15
1853620	BURNCOAT LN	27A-F29	KEENAN JOHN F	BURNCOAT LN	969.7	0	362.6	0	1332.3
2275642	494 PLEASANT ST	38A-D31	LACROIX RACHEL M	PLEASANT ST	955.47	0	25.13	0	980.6
1856598	SANDY CR	11-B1.39	LAFASH SANDRA	SANDY CR	730.56	0	293.13	0	1023.69
2274519	4 BIRCHWOOD DR	29A-D2	LAHAI AUGUSTINE	BIRCHWOOD DR	810.87	0	21.33	0	832.2
33A-K5	MULLER ST	33A-K5	LAROCK GEORGE F	MULLER	854.55	0	830.77	95	1780.32
2062358	82 LAKE AV	19A-E8	LEONG JILL	LAKE AV	9585.51	0	1410.85	0	10996.36
2064453	10 LAURELWOOD AV	30B-H3	LETSKY PAUL C	LAURELWOOD AV	8272.22	0	1328.88	0	9601.1
2167651	474 MARSHALL ST	2-B3	LEVILLEEE WILLIAM J	MARSHALL ST	3613.59	0	317.76	0	3931.35
1538226	24 LAKE DR	27A-E3	LINDQUIST MAE	LAKE DR	19146.65	0	6840.35	0	25987
2274127	LAKE DR	27A-E1	LINDQUIST MAE	LAKE DR	516.38	0	13.58	0	529.96
2274137	LAKE DR	27A-E2	LINDQUIST MAE	LAKE DR	444.24	0	11.68	0	455.92
2274608	240 PLEASANT ST	30A-C3	LOUGEE WAYNE	PLEASANT ST	2467.33	0	64.89	0	2532.22
2276660	9 SABINA CR	48-C3.25	LOVERME JUSTIN C	SABINA CR	2577.84	0	67.8	0	2645.64
2167730	2 PATRICKS DR	20A-A2	LUSSIER TYLER	PATRICKS DR	1789.15	0	192.89	0	1982.04
2169624	8 AUTUMN LN	31-B11.6	MADISON MICHAEL L	AUTUMN LN	1491.09	0	263.41	0	1754.5
2169094	256 RAWSON ST	27B-A22.11	MAKI DOUGLAS	RAWSON ST	12684.76	0	750.66	0	13435.42
2170108	303 STAFFORD ST	34B-G2.1	MALONE PATRICK	STAFFORD ST	228.34	0	13.71	0	242.05
2169539	19 MAYFLOWER RD	30B-E15	MANCHESTER KARA	MAYFLOWER RD	216.83	0	38.3	0	255.13
24A-E22	Harding Street	24A-E22	Martel Wilfred	Harding	1367.58	0	2656.24	87.5	4111.32
2168658	UTICA ST	25A-C2	MASTRO VITO M	UTICA ST	190.98	0	33.74	0	224.72
2276432	11 CARLETON RD	46D-C11	MCCORMICK MELISSA I	CARLETON RD	833.72	0	21.93	0	855.65
2274365	MAPLE LN	28B-D18	MCMANUS-HAZARD LEE	MAPLE LN	288.86	0	7.6	0	296.46
2274368	42 LAKE VIEW DR	28B-D20	MCMANUS-HAZARD LEE	LAKE VIEW DR	238.94	0	6.28	0	245.22
2169932	STAFFORD ST	34-B3	MELANSON HALEY	STAFFORD ST	371.59	0	47.94	0	419.53
2273012	22 FRANKLIN ST	20D-C22	METCALF ROBERT C	FRANKLIN ST	1687.17	0	44.37	0	1731.54
1960715	SUNSET DR	38A-D26	MONTVERDI CHRISTOPHER M	SUNSET DR	1029.35	0	277.87	0	1307.22
2171184	7-11 DENNY PL	46B-G2	MORALES IBSAN H	DENNY PL	1591.29	0	281.11	0	1872.4
2273449	210 MAIN ST	23B-A3	MORSE LEE	MAIN ST	1401.54	0	36.86	0	1438.4
1540079	BALDWIN ST	42-B6.1	MUTUAL BUILDERS INC	BALDWIN ST	15742.43	0	6843.13	0	22585.56

2066748	LILYSTROM GR	28A-D3.1	NICHOLS RICHARD C	LILYSTROM GR	345.84	0	98.39	0	444.23
2170096	CEMETERY RD	34B-F8	NIEBER IRENE Y	CEMETERY RD	406.08	0	56.86	0	462.94
2171132	PLEASANT ST	46A-A10	NORDIGIAN OVASANNA	PLEASANT ST	399.21	0	70.52	0	469.73
46C-1.32	60 VIRGINIA DR	46C-1.32	OAK RIDGE ESTATES LLC	VIRGINIA DR	378.65	0	701.28	125	1204.93
47B-87	CRAIG ST	47B-87	OLSON COLLEEN	CRAIG ST	4862.93	0	3835.58	706.11	9404.62
2272844	177 WHITE BIRCH ST	2-D3.3	ONEIL PATRICK	WHITE BIRCH ST	1796.49	0	47.25	0	1843.74
2273427	BOTTOMLY AV	23A-C29	ORSI PAUL A	BOTTOMLY AV	273.75	0	7.2	0	280.95
2272959	879 MAIN ST	20C-A21	PABARROO CANDICE A	MAIN ST	1831.21	0	48.16	0	1879.37
1961734	300 MAIN ST	23A-A36.1	PEREZ MARGARITA	MAIN ST	2703.95	0	695.47	0	3399.42
41A-A21	FAIRVIEW DR	41A-A21	PIKE GEORGE	FAIRVIEW	3922.7	0	2845.35	12	6780.05
40-B4	PINE ST	40-B4	PILLING LEONARD T	PINE	208.65	0	41.43	0	250.08
2067079	147 PAXTON ST	19-A15	PMZ DEVELOPMENT LLC	PAXTON ST	2906.83	0	826.97	0	3733.8
1643875	348 PLEASANT ST	30B-E17.2	PROAL CHRISTOPHER M	PLEASANT ST	5901.52	0	1724.13	0	7625.65
2170766	FERNICROFT RD	41A-C1	PROCHNOW EUGENE	FERNICROFT RD	1811.74	0	226.85	0	2038.59
33A-F17	103 Brook Street	33A-F17	Pyne Edward	Brook	11355.57	0	8299.76	24.5	19679.83
33A-C4-0	110 Towald Street	33A-C4	Rawlston Chester D.	Towald	0	0	326.14	0	326.14
2274989	111 MCCARTHY AV	33A-K1	REINOSO LUIS M F JR	MCCARTHY AV	2706.01	0	71.17	0	2777.18
2273333	12 WEST ST	22B-C8	RJO HERLIN	WEST ST	3761.38	0	98.93	0	3860.31
2273094	76 SOUTH MAIN ST	21-A1	RING RAEBURN L MADELINE I	SOUTH MAIN ST	1112.42	0	29.26	0	1141.68
2273097	SOUTH MAIN ST	21-A2	RING RAEBURN L MADELINE I	SOUTH MAIN ST	320.1	0	8.42	0	328.52
23C-E6	47 BOYD ST	23C-E6	ROBIN HOMES INC	BOYD ST	10487.04	0	9588.66	130.98	20186.68
2066375	CHARLTON ST	48-C2	ROCHFORTH KYLE E	CHARLTON ST	670.71	0	138.4	0	809.11
2064645	71 TOBIN RD	33A-F10	RODRIGUEZ KELVIN	TOBIN RD	4151.97	0	249.35	0	4401.32
2167828	81 SOUTH MAIN ST	20C-A22.1	ROMAN REAL ESTATE HOLDINGS LLC	SOUTH MAIN ST	8258.63	0	1094.09	0	9352.72
2170635	MARSHALL ST	4-B6	SANSOUY JOHN E	MARSHALL ST	2142.26	0	198.08	0	2340.34
22B-A5	HIGHLAND ST	22B-A5	SAULENAS CHARLES J	HIGHLAND ST	2543.15	0	2983.72	175	5701.87
28B-B4	WILDWOOD LN	28B-B4	SAULENAS CHARLES J	WILDWOOD LN	2482.98	0	2817.97	162.5	5463.45
1853834	BIRCH LN	28B-G8	SAVOY CODY	BIRCH LN	816.87	0	313.53	0	1130.4
2276606	31 SIANI RD	47B-C2	SCHNEIDER PAUL	SIANI RD	3130.68	0	82.34	0	3213.02
2168648	SOMERSET ST	25A-A13	SERRANO AGUSTUS	SOMERSET ST	255.91	0	45.21	0	301.12
2168664	NEWFIELD ST	25A-E14	SERRANO AGUSTUS	NEWFIELD ST	198.61	0	35.09	0	233.7
2063959	CHARLES ST	28-A18	SHEA RAYMOND E	CHARLES ST	276.94	0	66.07	0	343.01
1855971	70 CRAIG ST	47-A30	SHIVICK JOSEPH	CRAIG ST	25743.78	0	7777.52	0	33521.3
1856044	CRAIG ST	47B-B31.1	SHIVICK JOSEPH	CRAIG ST	454.63	0	183.35	0	637.98
2169652	152 PETER SALEM RD	31A-A2	SHUDA MICHELE	PETER SALEM RD	999.16	0	176.51	0	1175.67
2273591	38 MAIN ST	23C-G3	SPYROPOULOS SPIRO	MAIN ST	14540.35	0	382.43	0	14922.78
2274963	11 BROOK ST	33A-H1	SPYROPOULOS SPIRO	BROOK ST	856.84	0	22.54	0	879.38
1540337	1030 STAFFORD ST	46-A2.1	STAFFORD INDUSTRIES INC	STAFFORD ST	106280.11	0	47082.4	0	153362.51
1540477	STAFFORD ST	46C-A8	STAFFORD INDUSTRIES INC	STAFFORD ST	1080.77	0	467.64	0	1548.41
1540478	STAFFORD ST	46C-A9	STAFFORD INDUSTRIES INC	STAFFORD ST	1287.35	0	550.63	0	1837.98
2275288	STAFFORD ST	35-D1.2	STAFFORD STREET PROPERTIES LLC	STAFFORD ST	2613	0	68.73	0	2681.73
1435047	604 PLEASANT ST	43-A4	STRACUZZI AMY TRUSTEE	PLEASANT ST	2309.19	0	1200.74	0	3509.93
34A-F6.1-08	Ingram Road	34A-F6.1	Strout Edward	Ingram	1447.89	0	989.19	0	2437.08
34A-F6-08	Ingram Road	34A-F6	Strout Edward	Ingram	7865.06	0	513.36	0	13178.42
2276191	580 HENSHAW ST	44-B4	SUPRENANT JAYNE E	HENSHAW ST	1531.69	0	40.29	0	1571.98
095904	81 CHAPEL ST	21-C6	THE MILL AT KETLEBROOK LLC	CHAPEL ST	45161.53	0	22653.74	0	67815.27
1329148	526 STAFFORD ST	35-C9	THEREAU JR EDMOND J	STAFFORD ST	1558.57	0	1283.12	118.98	2960.67
2274912	65 UPTON ST	33A-E11	TRAINOR JEFFREY	UPTON ST	1066.62	0	28.05	0	1094.67
1328182	BEECH ST	28B-B14	ULFUES CARLA	BEECH ST	2042.43	0	943.4	0	2985.83
2272598	MAIN ST	19A-A9	US BANK	MAIN ST	208.39	0	5.48	0	213.87
1854200	264 HENSHAW ST	31-B14	WARD NATALIA - IRR TRUST	HENSHAW ST	4214.28	0	1260.91	0	5475.19
34B-D10	BROADWAY ST	34B-D10	WELLS TIMOTHY	BROADWAY	2206.03	0	2148.86	200.75	4555.64
2276310	CLARK ST	43A-B12	WENNERS DANIEL	CLARK ST	400.68	0	10.54	0	411.22
2170934	710 PLEASANT ST	43-A8	WESSNER HOLDINGS CORP	PLEASANT ST	2311.75	0	408.39	0	2720.14
23A-A41	MAIN ST	23A-A41	WHITE ROBERT J	MAIN ST	1868	0	2329.94	227.5	4425.44

1856516	180 CHAPEL ST	14-A4.9	WHITE RUSSEL J	CHAPEL ST	606.3	0	368.9	0	975.2
2062066	PAXTON ST	15-A16.1	WHITE VIRGINIA M	PAXTON ST	551.93	0	109.81	0	661.74
1538349	LAKE SHORE DR	28A-B7	WILBUR PAULINE R	LAKE SHORE DR	800.77	0	430.97	0	1231.74
1748592	12 LAKE SHORE DR	28A-E2	WILBUR PAULINE R	LAKE SHORE DR	15117.45	0	8227.46	0	23344.91
30A-A16	12 STERLING ST	30A-A16	WILSON MICHAEL A	STERLING ST	9408.08	0	13218.88	25	22651.96
2277144	BRICKYARD RD	38-A7.12	WINSLOW RYAN	BRICKYARD RD	290.19	0	7.63	0	297.82
2276101	HANKEY ST	43-C8	WORCESTER TOOL+STAMPING CO INC	HANKEY ST	266.34	0	7.01	0	273.35
2062818	101 CHAPEL ST	21-C4	WOZNIAK PATRICIA D	CHAPEL ST	4211.77	0	750.96	0	4962.73
					\$ 1,355,430.42	\$	650,082.26	\$ 10,507.13	\$ 2,015,969.81

From: Peter Cusolito <>
Sent: Tuesday, November 29, 2022 1:03 PM
To: Genereux, David <>
Cc: Paul Messier <>
Subject:

Good Afternoon David,

In accordance with the vote of the Advisory Committee I am forwarding the attached proposed amendment to Chapter 4 of the Leicester General Bylaws as it pertains to the Advisory Committee for inclusion in the Warrant for the Special Town Meeting to be held January 10, 2023 . As you are aware, this vote was originally scheduled for November 14th, rescheduled to November 21st, with both meetings being cancelled due to technical issues with the hybrid connection. Because the text of proposed amendment had been approved by the Advisory Committee at a previous meeting, it was submitted to the Bylaw Committee on November 23rd in anticipation of the vote to forward it to the Select Board taken last night.

Sincerely,
Peter

Peter Cusolito
Vice-Chair
Leicester Advisory Committee

CHAPTER 4: ADVISORY COMMITTEE

SECTION 1. Composition

There shall be an Advisory Committee consisting of seven (7) legal voters of the Town, who shall be appointed as herein provided. No elected or appointed Town official, or Town employee shall be eligible on said Committee. Members of the Advisory Committee shall be appointed by a selection committee comprised of the Moderator, the Chairperson of the Select Board or designee and the Chairperson of the Advisory Committee or designee to a term of three (3) years. The selection committee shall fill any unexpired terms to the Advisory Committee as soon as possible after the Town Clerk has been notified that a vacancy exists. The terms of office of said members shall commence immediately upon qualification and shall expire on June 30th. Such committee shall choose its own officers and shall serve without pay and it shall cause to be kept a true record of its proceedings. A quorum of the Advisory Committee shall consist of a majority of the membership of the Committee.

SECTION 2. Roles and Responsibilities

The Advisory Committee:

- Has an advisory capacity regarding all municipal matters.
- Shall develop and implement a budget process that results in a clear and meaningful comprehensive budget document incorporating operating and capital budgets.
- Responsible for preparing, submitting and distributing the budget to Town Meeting.
- Works with the Select Board to develop budget forms and establish budgetary guidelines for department heads.
- Works with department heads and other local officials to develop long-range revenue and expenditure forecasts to help identify upcoming operating and capital budget needs.
- May hold public meetings for department heads to present their budget requests and respond to questions from the committee or the public.
- Has authority over the reserve fund for extraordinary or unforeseen needs.
- Monitors fiscal performance using monthly financial reports.
- Reviews and recommends action on the capital budget in context with the overall capital program. May make recommendations to amend the capital budget.
- May approve, in conjunction with the Select Board some budget transfers during the last two months of the fiscal year and the first 15 days of the next year in order to close out the town's financial records.
- Shall have the authority at any time to investigate the books, accounts, and management of any department of the town, and to employ such experts and other assistance as they may deem advisable for that purpose; and the books and accounts of all departments and officers of the Town shall be open to the inspection of the committee and any persons employed by it for that purpose. The committee may summon the attendance of witnesses under M.G.L. Ch. 233 §8 through §10. The committee may appoint sub-committees of its members and delegate to them such of its powers as it deems expedient.

SECTION 3. Town Meeting Warrant

It shall be the duty of the Advisory Committee to consider all articles for any Town Warrant and make written recommendations thereon. Any article in any warrant for a Town meeting shall be referred to the Advisory Committee for its consideration by the Select Board at the Select Board's first meeting following the submission of the article. The Select Board after drawing any such warrant shall transmit immediately a copy thereof to each member of said committee. A public hearing shall be held at least 72 hours, excluding Saturdays, Sundays, and legal holidays, before the Annual Town Meeting upon all such articles, unless a public hearing by some other tribunal is required by law, and a notice of such hearing shall be posted in at least four public places in the Town. Said committee shall, after due consideration of the subject matter of such articles, report thereon to the Annual Town Meeting, in writing, such recommendations as it deems best to the interest of the Town and its citizens. The recommendations shall be those of a majority of the members of the committee present and voting but this shall not be construed to prevent recommendations by a minority. Should a petition for a public hearing, signed by at least ten (10) legal voters of the Town, be presented to the Chairman of the Advisory Committee at least six days prior to any Special Town Meeting, then the Advisory Committee shall hold a public hearing, in accordance with this section.

From: Paul Messier <>
Sent: Thursday, December 1, 2022 2:28 PM
To: Genereux, David <>
Subject: Citizen's petition for recall bylaw

David,

It is the overwhelming majority opinion, of the Advisory Committee, we reopen the warrant and add the tabled Citizen's Petition for a Recall Bylaw Amendment. This citizen's petition was proposed at the 2021 Fall STM and was tabled. The committee feels it was not the intention of the now Town Moderator to permanently table this matter. The signatures collected indicate a willingness of the town's people to entertain the idea of adding a recall bylaw, and the matter deserves to be addressed at Town Meeting.

Respectfully,
Paul Messier
Chair, Advisory Committee

Sent from my iPhone

PROPOSED MOTION

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

Proposed Legislation: Recall of Elected Officials

SECTION 1.

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

SECTION 2.

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

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

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

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

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

SECTION 3.

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

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

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

SECTION 4.

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

SECTION 5.

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

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

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

SECTION 6.

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

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

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

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

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

SECTION 7.

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

SECTION 8.

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



Town of Leicester, Massachusetts

Special Town Meeting Warrant

Special Town Meeting – January 10, 2023 – 7:00PM

“In the Hands of the Voters”

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

Version 2 - Published 11/22/2022

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. While the Governor's COVID Order No. 31 has been rescinded, attendees are encouraged to take whatever precautions they feel necessary to feel comfortable attending Town Meeting.
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.

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.

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 person shall speak more than once on any question to the exclusion of any other person who may desire to speak thereon, and 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,

Doug Belanger - Town Moderator

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 tenth day of January 2023 at 7:00 PM, then and there to act on the following articles, namely:

ARTICLE 1 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 relative thereto.

PROPOSED MOTION

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 RevolvingFund	B Department, Board, Committee, Agency or OfficerAuthorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable fromFund	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 per M.G.L. c. 44, § 53E ½

ARTICLE 2 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
<u>23.</u>	<u>Marijuana Delivery Operator</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>	<u>SP</u>	<u>SP</u>	<u>SP</u>	<u>Y</u>

PROPOSED MOTION

Move that the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

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

VOTE REQUIRED FOR PASSAGE Requires 2/3rds majority vote M.G.L. c. 40A, § 5

ARTICLE 3 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 action relative 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 under M.G.L. c. 40, §§ 4, 14.

ARTICLE 4 AMEND THE ZONING BYLAW IN RELATION TO THE ADAPTIVE REUSE OVERLAY DISTRICT

To see if the Town will vote to amend Section 5.10. of the Leicester Zoning Bylaws as annotated below (New text is underlines, text be removed is notated, changes in capitalization are merely listed):

5.10. Adaptive Reuse Overlay District (AROD).
[Amended ATM 5/5/2008 and ATM 6/2/2020]

A. The purpose of the Adaptive Reuse Overlay District (AROD) is to:

- (1)** Provide specific regulations allowing for the reuse of municipal, religious, and historic buildings and mill buildings in a way that promotes public health, safety and welfare and is in keeping with the adjacent character of the neighborhood.
- (2)** Provide regulatory flexibility and intensification of use in municipal, religious, and historic buildings and mill buildings to prevent disinvestment or deterioration of buildings that have become obsolete for their original purposes.
- (3)** Allow for the reuse of municipal, religious, and historic buildings and mill buildings as a means to increase the town's overall tax base, create employment opportunities, and ensure efficient use of municipal services so as to not create a burden on these services.
- (4)** Encourage the adaptive reuse of historic buildings where such reuse would more effectively promote, preserve, and enhance the architectural character of the surrounding neighborhood than would the redevelopment of the site following the demolition of these landmark structures.

B. Eligibility for Conversion

The following shall be eligible for conversion to those uses listed in Section D of this bylaw:

- (1)** A municipal building located in any zoning district constructed more than sixty (60) years ago. ~~Remove if it was used for not less than fifteen (15) years for municipal use.~~
- (2)** Any existing structure having not less than 10,000 square feet constructed more than sixty (60) years ago and historically part of a mill complex.
- (3)** Any existing structure used for one or more of the following religious uses for not less than fifteen (15) years for religious use: churches, convents, schools, rectories, and parish halls.
- (4) Any existing structure of not less than 5,000 gross square feet constructed more than sixty (60) years ago and located within Leicester's Architectural Conservation District.

C. Scope of Authority

The AROD is superimposed over all the underlying zoning districts in the Town. Except as specified in this Section 5.10, the provisions of the underlying zoning districts shall remain in effect. The regulations of this overlay district shall govern reuse, reconstruction or expansion of those buildings eligible for conversion as described in Subsection B above. The Special Permit Granting Authority for an Adaptive Reuse Development (ARD) under this section shall be the Planning Board. ~~ARDs~~ **Remove: Adaptive Reuse Developments** which utilize any of the provisions of this Section 5.10 relative to use, parking, and/or dimensional controls shall require a ~~S~~pecial ~~P~~ermit from the Planning Board. Applicants for Special Permits under this section shall submit plans in compliance with the Leicester Planning Board Rules & Regulations for Special Permit Applications.

D. Uses Permitted

(1) Uses allowed by -right

The following uses are **Remove: be** allowed by-right:

- a)** Any uses permitted by- right in the underlying zoning district in which the structure is located.
- b)** Conversion of former municipal buildings to private medical or professional offices.

(2) Uses allowed by Special Permit

The following uses are allowed by **Sspecial Ppermit** and subject to **Ssite Pplan Rreview**:

- a)** Senior Village Development residential uses, Adult Day Care Facilities **Remove: Facilties**, and Senior Village Community Centers as defined under Section 5.7.03
 - b)** Multi-family
 - c)** Professional or administrative offices
 - d)** Community recreational center or personal training centers
 - e)** Medical Clinic, Dental Office, Veterinarian Office, and Ancillary Offices and Facilities
 - f)** Community center or conference center with meeting rooms
 - g)** Studios for art, drama, speech, dance, or music
 - h)** Retail
 - i)** Indoor commercial recreation or health club
 - j)** Research and Development uses including ancillary office use and electronic and computer laboratories, but not including ancillary manufacturing, assembly, sale or resale or storage for sale or resale of any goods, items, or material
 - k)** Mixed-Use Development, Vertical Mix
 - l)** Mixed-Use Development, Horizontal Mix
 - m)** Brewery, Distillery, Winery
 - n)** Brew Pub
 - o)** Makerspace
- Add: (p) Restaurant**
- Add: (q) Bed and Breakfast**

(3) Multiple or Mixed Uses: Any combination of uses allowed by -right in **Add: Section D.(1)**, and uses allowed by **Sspecial Ppermit** in **Add: Section D.(2)**, may be allowed provided they are compatible with each other and maintain the public health, safety and welfare of the community.

(4) Uses required by MGL c400A, Section 3, such as public and private non-profit religious and educational institutions are allowed in the AROD by- right subject to Site Plan Review.

E. Parking Requirements

(1) For all new buildings and structures and for reuse or substantial restoration of existing buildings or structures within the **AROD Remove: Adaptive Reuse Overlay District**, the parking requirement of Section 5.1 of the Zoning Bylaw shall apply.

(2) The Planning Board shall be authorized to modify parking, loading requirements, dimensional requirements for off-street parking and loading areas; layout requirements and the number of required spaces in conjunction with the grant of a **Sspecial Ppermit** pursuant to this Section 5.10. This provision shall only apply to uses in the **AROD Remove: Adaptive Reuse Overlay District** which are located in buildings or structures in existence as of the date of the adoption of this Section of the **Leicester** Zoning Bylaw. In determining the appropriate reduction, the Planning Board may give consideration to the hours of operation and/or usage of the proposed uses within the development, the opinions of merchants, residents and municipal officials as to the adequacy or inadequacy of parking spaces within the surrounding area, as well as other relevant information. The decrease in number of required spaces shall not create undue congestion, traffic hazards, or a substantial detriment to the neighborhood, and shall not derogate the intent and purpose of this **bBylaw**.

F. Dimensional and Other Requirements

(1) The Planning Board, by Special Permit, shall have the authority to waive or modify dimensional controls set forth in Section 4 of the Zoning Bylaw.

(2) The Site Development Standards for the underlying district are applicable. Where the underlying district does not have Site Development Standards, the standards for the Business (B) District shall apply. The **Planning** Board, through the ARD **Sspecial Ppermit**, may allow for modifications of Site Development Standards where not feasible due to existing site constraints.

(3) For multi-family projects, the maximum number of dwelling units shall be established by the Planning Board after reviewing the following criteria:

- a) Existing structures
 - b) Proposed method and efficacy of stormwater disposal
 - c) Availability of water and sewer
 - d) Trip generation, traffic safety and internal site traffic
 - e) Character of the proposed **ARDP** and its relation to the surrounding neighborhood(s)
 - f) Character of the existing buildings and the potential for reuse thereof
 - g) Applicability of the Water Resource Protection Overlay District
 - h) Reports of the technical consultants of the Planning Board and all other reviewing boards
- (4) Existing Buildings may be expanded provided that such expansion is consistent with the building's historic character and scale and does not cause substantial detriment. Additions shall only be constructed on the side and/or rear of any historic building.

(5) New Buildings may be constructed on the ARD site provided that the number, type, scale, architectural scale, and uses within such new buildings shall be subject to Planning Board approval. For all new structures or buildings, the dimensional requirements of the underlying zoning district shall apply and, if applicable, to the extent that the dimensional requirements vary ~~depending~~ **Remove: dependent** upon the use of the building, the pre- dominant use based upon gross floor area utilized shall govern.

(6) All proposed signs shall comply with Section 3.2.07 of the Zoning Bylaw, except that if the building and land on which situated are located in a single family district (SA, R1, R2), the Planning Board may permit a sign of no larger than 10 square feet which identifies only the building and its occupants.

(7) Proposed projects are encouraged to provide shared parking, bicycle and pedestrian accommodations, Low Impact Development and Best Management Practices as it pertains to Stormwater Management, consolidation of curbs cuts and driveways, and pervious surfaces/green space as much as may be practicable while also retaining the historic character of the site.

G. Standards for Approval

(1) As a condition of any ~~S~~special ~~P~~permit for ~~the~~ an **ARD Remove: Adaptive Reuse Project** that proposes 10 or more multi-family dwelling units, a minimum of ten (10%) of the total number of dwelling units shall be required, in perpetuity, to be restricted to persons qualifying as moderate income in accordance with the Massachusetts Department of Housing and Community Development definitions of low and moderate incomes. This affordability requirement is recommended but not required for live-work spaces associated with makerspaces.

(2) The proposed project preserves or enhances the historic significance of existing buildings on or eligible to be on the State or National Register of Historic Places and, where applicable, the eligibility of the same for listing on the State or National Register of Historic Places as an individual property or a contributing property to an area.

(3) Any expansion of existing buildings on or eligible to be on the State or National Register of Historic Places is consistent with the U.S. Secretary of the Interior's Standards for Rehabilitation, as determined by the Leicester Historical Commission.

(4) The project shall have sufficient local infrastructure to accommodate the proposed development.

(5) The proposed ARD does not cause substantial detriment to the neighborhood after considering the following potential consequences

- a) noise, during the construction and operational phases,
- b) pedestrian and vehicular traffic,
- c) environmental harm,

d) visual impact caused by the character and scale of the proposed structure(s)., and

The Planning Board **Remove: SPGA** may attach such additional conditions and limitations to a Special Permit granted under this Section as may be necessary to protect the neighborhood surrounding the property, and as may be necessary to encourage the most appropriate use of the land and building to be converted.

Or take any action relative thereto.

PROPOSED MOTION

Move that the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The amendments to the Adaptive Reuse Bylaw are designed to increase the potential uses of large historic buildings within the town, while allow for controls to be put in place through the special permit process. These changes are requested specifically to allow greater options in repurposing the buildings on the former Becker Campus which have been deemed surplus to the needs of the Town, but they apply to other Town owned buildings, such as the former Memorial and Middle schools.

VOTE REQUIRED FOR PASSAGE Requires 2/3rds majority vote pursuant to MGL Chapter 40A, §5

ARTICLE 5 PETITION TO EXTEND POLICE CHIEF'S SERVICE TO THE TOWN

To see if the Town will vote to authorize the Select Board to petition the General Court to adopt a special act, as set forth below, to allow Kenneth M. Antanavica to continue to serve in the Position of Police Chief until April 30, 2025, provided, however, that the General Court may make administrative or editorial changes of form only to the bill, unless the Select Board approves amendments thereto before enactment by the General Court, which amendment shall be within the public purpose of said petition;

Be it enacted by the Senate and House of Representatives in General Court assembled, and by authority of the same as follows;

Section 1. Notwithstanding any general or special law to the contrary, Kenneth M. Antanavica, Police Chief of the Town of Leicester, may continue to serve in the position of Police Chief until April 30, 2025, until the date of his retirement; provided, however, that he is mentally and physically capable of performing the duties of his office. No further deductions shall be made from the regular compensation of Kenneth M. Antanavica under Chapter 32 of the General Laws for any service subsequent to April 30, 2025, and upon retirement, he shall receive a superannuation retirement allowance equal to that which he would have been entitled had he retired on that date.

Section 2. This act shall take effect upon its passage.

Or take any action relative thereto.

PROPOSED MOTION

Move the article be accepted as written

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

Chief Antanavica will reach mandatory retirement age in April of 2023. Special legislation is required to allow him to work beyond his retirement date, which this article proposes. The Chief is willing to stay on until the Department is once more fully staffed and that a succession plan with training time has be put into place. Toward that end, Chief Antanavica has proposed a one-year contract. The additional year sought in the authorization is included as insurance in case the staffing and succession plan is not fully completed within his contract period.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 6 HCA STABILIZATION FUND GUIDELINES

To see if the Town will adopt the following guidelines for the expenditure of previously collected Host Community Agreement (HCA) Funds:

Whereas on November 9, 2022, the Cannabis Control Commission (CCC) assumed responsibility for overseeing regulation for the establishment and use of HCA fees;

Whereas new regulations regarding the collection and expenditure of HCA fees are expected over the next year;

Whereas the guidelines issued at that time are expected to look forward, and not refer back to HCA fees previously collected;

Whereas, the Town of Leicester has previously collected HCA fees;

Whereas; the previous guidance issued by the CCC listed the potential expenditures below:

Possible costs included in community impact fees may include, but are not limited to:

- o Municipal inspection costs;
- o Traffic intersection design studies;
- o Public safety personnel overtime costs;
- o Environmental impact studies; and
- o Substance abuse prevention programming.

Whereas, the Town has not incurred any municipal costs, nor required any studies;

Whereas the presence of recreational programs and opportunities are believed to curtail substance abuse.

In the absence of such needs the Town, through the vote of Town Meeting, hereby restricts the expenditure of previously collected HCA funds to substance abuse prevention programming for the following purposes, said funding to be used for one-time purchases, not on-going programs:

- 1.) Maintenance and upkeep of recreational fields and facilities
- 2.) Security for such recreational fields and facilities
- 3.) Purchase of equipment, hardware, and software for recreational purposes
- 4.) Or other related items as determined by the Select Board

Or take any action relative thereto.

PROPOSED MOTION

Move that the article be accepted as written

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The use of HCA fees has been loosely regulated since their establishment. The CCC has had no regulatory power up until November 9, 2022, when legislation was signed making them the arbiter of how monies are collected and spend going forward. The Town has yet to spend any HCA funds, opting to place them into an HCA stabilization fund until we were given clear direction. In light of the CCC's recent comments regarding the use of previously collected HCA funds, the Select Board is interpreting the guidance given previously to adopt a policy through Town Meeting of using the previously collected funds for recreational purposes as a deterrent to substance abuse. As there is no telling currently what the guidelines will be for future funding, it is recommended that the funds be used for one-time purposes so that programs don't get implemented with previously collected funds that can't be used with new funds going forward.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE 7 HCA STABILIZATION FUND EXPENDITURES

To see if the Town will vote to transfer the following sums from the HCA Stabilization Fund or take any action relative thereto.

7A. MAINTENANCE AND IMPROVEMENTS AT ROCHDALE PARK

PROPOSED MOTION

Move the Town vote to transfer \$100,000 from the HCA Stabilization fund for maintenance, studies, and physical improvements at Rochdale Park.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This transfer request seeks funding for tree removal, security lighting, field rehab, playground equipment, bullpen and dugout repair, among other items to improve and upgrade Rochdale Park.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds vote pursuant to MGL Chapter 40, §5B.

7B. PURCHASE EQUIPMENT TO ESTABLISH AN AFTER-HOURS GAMING PROGRAM AT LEICESTER HIGH AND MIDDLE-HIGH SCHOOLS

PROPOSED MOTION

Move the Town vote to transfer \$82,700 from the HCA Stabilization fund to purchase equipment to establish an after-hours gaming program at Leicester High and Middle-High schools.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

Passage of this article will allow for the purchase a total of thirty gaming computers, with associated furnishings, in order to run an after-hours video gaming program at the schools. The goal of such a program is to give students other opportunities for socialization and recreation when school is not in session. This program, designed to run between 2:00 and 5:00 pm will give students additional options to be together in a safe environment during the time of day when they are most likely to have free, unsupervised time. This will offer a popular program to a wide number of students, many of which may not normally choose to participate in after-school sporting programs or other activities.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds vote pursuant to MGL Chapter 40, §5B.

7C. CHANGE SOURCE OF FUNDING OF A PORTION OF ARTICLE 10 OF THE OCTOBER 18, 2022 SPECIAL TOWN MEETING.

PROPOSED MOTION

Move that the Town vote to change the source of funding that was approved as a portion of Article 10 of the October 18, 2022 Special Town Meeting, regarding a transfer of \$100,000 from Free Cash for the purpose of placing security cameras in Town parks and other locations from Free Cash to the HCA Stabilization fund.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This transfer request is not for additional funds for the security camera project, but to change the source of funding of the request that passed at the Fall Special Town Meeting. The Select Board believes that this expenditure is a proper use of previously collected HCA funds, and that Free Cash needs to be conserved for funding Campus operations and other uses. If this motion fails, the funding from the project will remain as Free Cash.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds vote pursuant to MGL Chapter 40, §5B.

ARTICLE 8 CITIZEN'S PETITION (ROCHDALE PARK FUNDING)

To see if the Town will vote to raise and appropriate and/or transfer from available funds \$100,000 for rehabilitation and maintenance at Rochdale Park
or to take any other action relative thereto.

PROPOSED MOTION

Motion, if any, to be made by the petitioner.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 9 CITIZEN'S PETITION (APPROPRIATION OF ARPA FUNDING)

To see if the Town will vote to appropriate 10% or \$330,000 from the American Rescue Plan Act (ARPA) funds to CARE (Community Advocates for Resource Engagement) for the purpose of developing a grant program to assist Leicester businesses, departments, nonprofits, and volunteer organizations rebuild after the economic hardship brought about by the Covid-19 pandemic
or to take any action relative thereto.

PROPOSED MOTION

Motion, if any, to be made by the petitioner.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

TOWN OF LEICESTER
SPECIAL TOWN MEETING
January 10, 2023

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 ____ day of ____ 2022.

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

Respectfully submitted, Leicester Select Board

Chair

Date: _____

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

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 ____ day of ____ 2022.

Printed Name of Constable

Signature of Constable

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Leicester (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF
Legal Address: (W-9, W-4,T&C): 3 Washburn Square, Leicester, 01524	Business Mailing Address:
Contract Manager: Chris Vitale	Billing Address (if different):
E-Mail: vitalec@leicesterma.org	Contract Manager: Sean Cronin
Phone: (508) 892-7077 Fax:	E-Mail: croninse@dor.state.ma.us
Contractor Vendor Code: VC6000191851	Phone: 617-626-2381 Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): RFR/Procurement or Other ID Number:
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>30,000</u> .	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __ % PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026, to the Town of Leicester for the costs associated with: update the Americans with Disabilities Act (ADA) Self-Evaluation and 504 Transition Plan.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of two (2) years from the signing date of the contract with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#).)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, s. 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, §9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, §9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own

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expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26](#), [§ 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#), [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during

performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272](#), [Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111](#), [Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation

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shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#); and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

[Executive Order 481](#). [Prohibiting the Use of Undocumented Workers on State Contracts.](#) For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

[Executive Order 130](#). [Anti-Boycott.](#) The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

[Executive Order 346](#). [Hiring of State Employees By State Contractors](#) Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

[Executive Order 444](#). [Disclosure of Family Relationships With Other State Employees.](#) Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

[Executive Order 504](#). [Regarding the Security and Confidentiality of Personal Information.](#) For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A. **[Executive Orders 523, 524 and 526](#).** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and Town of Leicester [“Grantee”] acting through its Chair of the Select Board.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$30,000 authorized under Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026 [“Act”] to the Town of Leicester for the costs associated with: updating the Americans with Disabilities Act (ADA) Self-Evaluation and 504 Transition Plan [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the Town of Leicester is for the costs associated with: the update the Americans with Disabilities Act (ADA) Self-Evaluation and 504 Transition Plan. The funds will allow the town to review 22 of its public facilities including municipal buildings, schools, parks, and areas of the newly acquired (former) Becker Campus in Leicester.

*****All project SCOPEs must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 126 of the Acts of 2022, Section 2B Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$30,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than two (2) years from the signing date of the contract.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than two (2) years from the signing date of the contract. Grantee will forfeit any remaining award unused after no later than two (2) years from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

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**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____(NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____(CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be



COMMONWEALTH TERMS AND CONDITIONS

considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way 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.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name:

Title:

Date:

(Check One): ☐ Organization ☐ Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone: FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: ***Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108*** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Leicester (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF
Legal Address: (W-9, W-4,T&C): 3 Washburn Square, Leicester, 01524	Business Mailing Address:
Contract Manager: Chris Vitale	Billing Address (if different):
E-Mail: vitalec@leicesterma.org	Contract Manager: Sean Cronin
Phone: (508) 892-7077 Fax:	E-Mail: croninse@dor.state.ma.us
Contractor Vendor Code: VC6000191851	Phone: 617-626-2381 Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): RFR/Procurement or Other ID Number:
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>50,000</u> .	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __ % PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026, to the Town of Leicester for the costs associated with: promoting development and reuse of previously developed sites.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of two (2) years from the signing date of the contract with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#).)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own

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expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26](#), [§ 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#), [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during

performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272](#), [Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation

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shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#); and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. [Prohibiting the Use of Undocumented Workers on State Contracts.](#) For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. [Anti-Boycott.](#) The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. [Hiring of State Employees By State Contractors](#) Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. [Disclosure of Family Relationships With Other State Employees.](#) Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. [Regarding the Security and Confidentiality of Personal Information.](#) For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's ["Security Policies"](#) (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and Town of Leicester [“Grantee”] acting through its Chair of the Select Board.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$50,000 authorized under Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026 [“Act”] to the Town of Leicester for the costs associated with: promoting development and reuse of previously developed sites [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the Town of Leicester is for the costs associated with: promoting development and reuse of previously developed sites. The funds will allow the town to develop a vision plan with robust community outreach and utilize the vision plan to drive zoning, policy, and system-level changes.

*****All project SCOPes must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 126 of the Acts of 2022, Section 2B Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$50,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than two (2) years from the signing date of the contract.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than two (2) years from the signing date of the contract. Grantee will forfeit any remaining award unused after no later than two (2) years from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

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COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____(NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____(CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be



COMMONWEALTH TERMS AND CONDITIONS

considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way 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.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name:

Title:

Date:

(Check One): ☐ Organization ☐ Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone: FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: ***Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108*** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

**MEMORANDUM OF AGREEMENT
BETWEEN**

**THE TOWN OF LEICESTER
AND
CHIEF KENNETH ANTANAVICA**

On this the 5th day of December 2022, the Town of Leicester, a municipal corporation (hereinafter the "Town") by the Select Board and Chief Kenneth Antanavica (hereinafter the "Chief" or "Chief of Police") enter into the following Memorandum of Agreement for the purpose of extending the contract previously entered into between the parties pursuant to Massachusetts General Laws Chapter 41, Section 108O, as amended.

WHEREAS, the Town is desirous of continuing to secure the services of the Chief in the administration of the Leicester Police Department (hereinafter the "Department"); and

WHEREAS, the Chief wishes to continue to perform the duties of the position of the Chief of Police as provided herein and subject hereto; and

WHEREAS, the Town and the Chief previously entered into an Employment Agreement, dated December 16, 2019 ("Original Contract"), a copy of which is attached hereto; and

WHEREAS, this Contract shall extend the terms of the Original Contract, including any term of appointment, if any, and all terms of the Original Contract shall remain in full force and effect until the termination of this Contract, unless otherwise modified herein.

NOW, THEREFORE, the Town and the Chief hereby and hereinafter agree to the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this Contract.

Section 1. TERM

The term of the Original Contract shall be extended until April 30, 2023.

This term shall automatically be extended until April 30, 2024 provided that the Town has successfully passed and filed, and the Massachusetts General Court has accepted, a Home Rule Petition permitting the Chief to continue in the role of Police Chief for the Town.

Section 12. COMPENSATION

A. The Town agrees to pay the Chief of Police for services rendered under this agreement an annual base salary of \$146,168.04, subject to applicable

withholdings and deductions, effective December 17, 2022, and continuing through April 30, 2023. If this agreement is extended beyond April 30, 2023, then the Town agrees to continue the same salary. If this agreement continues to be extended beyond July 2023, then the Chief shall be entitled to receive the same percentage increase in his annual based salary as provided for all other non-union personnel.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

The Town of Leicester
Acting by and through its
Selectboard

For the Chief of Police



Allen R. Phillips Sr.- Chair

Kenneth M Antanavica

Richard Antanavica- Vice Chair

Dianna Provencher- Second Vice-Chair

Herb Duggan Jr.- Member

John K. Bujak- Member



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

November 29, 2022

To: Select Board
From: Chris Vitale, Assistant Town Administrator
RE: Economic Development Report of the Town Administrator's Office

The following is a report on the general activities of the Town Administrator's Office through November 30, 2022.

Economic Development Committee

- The EDC held a meeting on 11/29/2022. Beginning in December, the EDC plans to meet the last Thursday of each month.
- The EDC discussed building a database of businesses in town. Worked with the Town Clerk's Office to get a list of Business Certificate (DBA) holders to support this effort.
- The EDC discussed GIS software as a potential resource for the EDC and prospective businesses.
- The EDC discussed recommending an Adopt-a-Spot Policy to the Select Board like West Boylston.
- Leicester's State Representative and Senator will be presenting on State business resources at the next EDC meeting.

Economic Development/General Business

- 2023 license renewal information has been returned and are being processed by the office. Remaining renewals will be before the Select Board at the next meeting.
- New Business Applications: *There were no new business applications.*
- Worked with ClearCom to gain access to the former Economic Development Committee email.
- Updated the credentials to access the Economic Development Committee website. Scheduled to meet with EDC in December to review.
- Ordered business cards for the Economic Development Committee.
- Conducted research of traffic counts in Leicester for purposes of the EDC making a fact book/sheet for prospective businesses.
- Working with DIS to put together a summary of active projects under consideration by the Planning Board.



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR
Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524
Phone: (508) 892-7000 Fax: (508) 892-7070
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December 5, 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 December 1st, 2022

Leicester High School property

- Sent and email to our representatives and Senators regarding funding of the Leicester High School project, requesting a meeting in December. DG
- Resurfacing at the High School Gym will commence on Thursday, December 1st. We expect that the work will be completed with the floors cured by early January. DG
- Corresponded with the HVAC engineer about the Borger ventilation issues. At this time, it would appear that we need to go in another direction to get the building code worthy. DG
- Held two demo meetings with software providers for a work-order system for the Facilities Director. Awaiting pricing proposals. CV

Citizen Issues

- Received a petition from a resident regarding setting a lower speed limit on a local road. This is a process for consideration by MassDOT after the Town makes a request. The request from the resident, with other sign off's is on the 12/05/22 agenda. DG
- Answered questions for residents regarding Leicester's energy aggregation program. MC
- Followed up with resident's requests for information regarding Moose Hill and the school oil spill. DG

Financial/Budgetary

- Met with department heads to review upcoming capital project request submissions. CV
- Awarded two Community Compact Grants totaling \$80,000. Contracts to be reviewed at the 12/5/2022 Select Board meeting. CV
- Worked on reformatting the budget book for FY2024. CV
- Two quotes were received on the Highway Department Garage Doors. The low quote is \$22,268.00. Contract has been approved and emailed to the contractor. DG
- We have received the \$391,726 owed through the Chapter 90 program. This brings us to the point where all Chapter 90 projects have been approved, expended and collected, with the exclusion of an approved purchase of \$45,704.10 for a new hot box. The current available balance in Chapter 90 funding is \$996,581.45. DG
- We will be receiving the full amount owed the Town in Complete Streets reimbursement within a week or so. Unlike the Chapter 90 funding, Free Cash was not reduced by the \$335,747.99 owed the Town via this grant. DG

Human Resources

- Our recommendation for the Grant Manager position declined a second interview, opting to remain working for the Town of Shrewsbury. The position has been readvertised on the Town Website, MMA,

and Indeed on 11/28/2022. DG, CV

- Met with Fire Chief and Interim EMS Director on former employee complaint. DG
- Worked with the Police Department to onboard their new Department Assistant. CV
- Coordinated with EMS on ongoing worker's compensation claim. CV
- Worked with the Fire Department on onboarding for their new Fire Recruits. CV
- Conducted interviews for the two vacant Highway Department Truck Driver/Laborer positions. Recommendations are expected for the December 12th Select Board meeting. DG
- Met with Highway union to discuss staffing and creating divisions. DG

Misc.

- Received a response from MassDOT regarding the weight limit on the Auburn Street Bridge. Any request for a heavy commercial vehicle exclusion (HCVE) on a roadway must be made through the municipality and submitted to MassDOT following the process in Section 2B.59 in the 2022 Massachusetts Amendments to the 2009 Manual on Uniform Traffic Control Devices (MUTCD). We will put that forward. Currently, we have a signboard in place. DG
- Resolved an issue with the Advisory Committee not being able to stream hybrid meetings properly. CV
- Met with a promotor interesting in renting the Town Hall Gym a few times a year for professional wrestling expositions. This will be discussed with the Board through the Parks and Recreation agenda item at the December 5th meeting. DG
- Worked out a school gym scheduling issue for the month of December. DG
- Held our second bi-weekly meeting with department heads DG, MC
- Attended the monthly COA meeting DG
- Continued preparations for January 10, 2023 Town Meeting DG
- Continued work on license renewals MC