



AMENDED

PUBLIC NOTICE POSTING REQUEST

OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING: X

DATE: April 26, 2021

TIME: 6:00pm

LOCATION: Virtual Meeting – See Instructions Below

REQUESTED BY: Kristen L. Forsberg

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

<https://global.gotomeeting.com/join/899324541>

-OR-

(872) 240-3212; Access Code: 899-324-541

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 6:00pm – Public Hearing - Pole and Wire Locations – Mulberry Street Solar Farm
- b. 6:10pm – Mill Town Wine Co. – Package Store Beer and Wine License - 1141 Stafford Street
- c. 6:20pm – Revise Leicester Weights & Measures Fees – Michael Silva, Building Inspector
- d. 6:30pm – Parks and Recreation Rochdale Park Use Fees Revision

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

- a. Health Agent COVID-19 Update & Reopening Discussion
- b. Student Liaison Reports
- c. Town Administrator Report
- d. Select Board Reports
- e. Proclamation – Children’s Mental Health Week

4. RESIGNATIONS & APPOINTMENTS

- a. Resignation – Marilyn Hyland – Council on Aging
- b. Retirement – Timothy Fontaine – Police Department
- c. Reappointment – Penny Sawa – Commission on Disabilities
- d. Appointment – Board of Fire Engineers
- e. Appointment – James Fleming – Truck Driver/Laborer

5. OTHER BUSINESS

- a. Junk Dealer’s License – EcoATM – 20 Soojian Drive (inside Walmart)
- b. Use of Town Roads – Midstate Massive Ultra Trail – October 9-10th, 2021
- c. Patrolman Union Memorandum of Understanding
- d. Contract Amendment – Highway Superintendent – Dennis Griffin
- e. Complete Streets Bid Award
- f. Authorize Town Administrator to Execute Documents for the Site Readiness Grant
- g. Annual Town Meeting – Discussion and Assign Annual Motions

6. MINUTES

- a. April 5, 2021
- b. April 12, 2021

ADJOURN

Town of Leicester

Select Board Procedure

Public Hearings

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



March 25, 2021

Town of Leicester

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID, covering NATIONAL GRID pole location(s)

If you have any questions regarding this permit please contact:

Please notify National Grid's Vincent LoGuidice of the hearing date / time.

If this petition meets with your approval, please return an executed copy to:

National Grid Contact Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845

Phone number 978-725-1392.

Very truly yours,

A handwritten signature in blue ink that reads "Pat Cody".

Patrick Cody
Supervisor, Distribution Design

Enclosures

Questions contact – Steve Soucy 508-860-6394

PETITION FOR POLE AND WIRE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Leicester, Massachusetts

Massachusetts Electric Company d/b/a National Grid requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Mulberry St - National Grid to install 1 SO Pole on Mulberry St beginning at a point approximately 430' feet northeast of the centerline of the intersection of Chapel St and Mulberry St and continuing approximately 38 feet in a southeast direction. Install pole 8-2 with anchor in the public way of Mulberry St approximately 38 feet in a southeast direction from existing pole 8 on Mulberry St. Anchor to be set approximately 7 feet southeast of pole 8-2. Pole 8-2 needs to be installed to power the customer's second service at the 20 Mulberry St solar farm.

Location approximately as shown on plan attached

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

No.# 30252137 March 25, 2021

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

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

Massachusetts Electric Company d/b/a National Grid
BY Pat Cody
Engineering Department

ORDER FOR POLE AND WIRE LOCATIONS

In the Town of Leicester, Massachusetts

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

that Massachusetts Electric Company d/b/a National Grid and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 25th day of March, 2021.

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

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Mulberry St - Leicester – Massachusetts No.# 30252137 Dated: March 25, 2021. Filed with this order

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

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

Mulberry St - National Grid to install 1 SO Pole on Mulberry St beginning at a point approximately 430' feet northeast of the centerline of the intersection of Chapel St and Mulberry St and continuing approximately 38 feet in a southeast direction. Install pole 8-2 with anchor in the public way of Mulberry St approximately 38 feet in a southeast direction from existing pole 8 on Mulberry St. Anchor to be set approximately 7 feet southeast of pole 8-2. Pole 8-2 needs to be installed to power the customer's second service at the 20 Mulberry St solar farm.

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

Massachusetts

City/Town Clerk.

20__ .

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

Attest:

City/Town Clerk

I hereby certify that on
at

20 , at o'clock, M
a public hearing was held on the petition of

Massachusetts Electric Company d/b/a National Grid

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

City/Town Clerk.

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.....
.....
.....

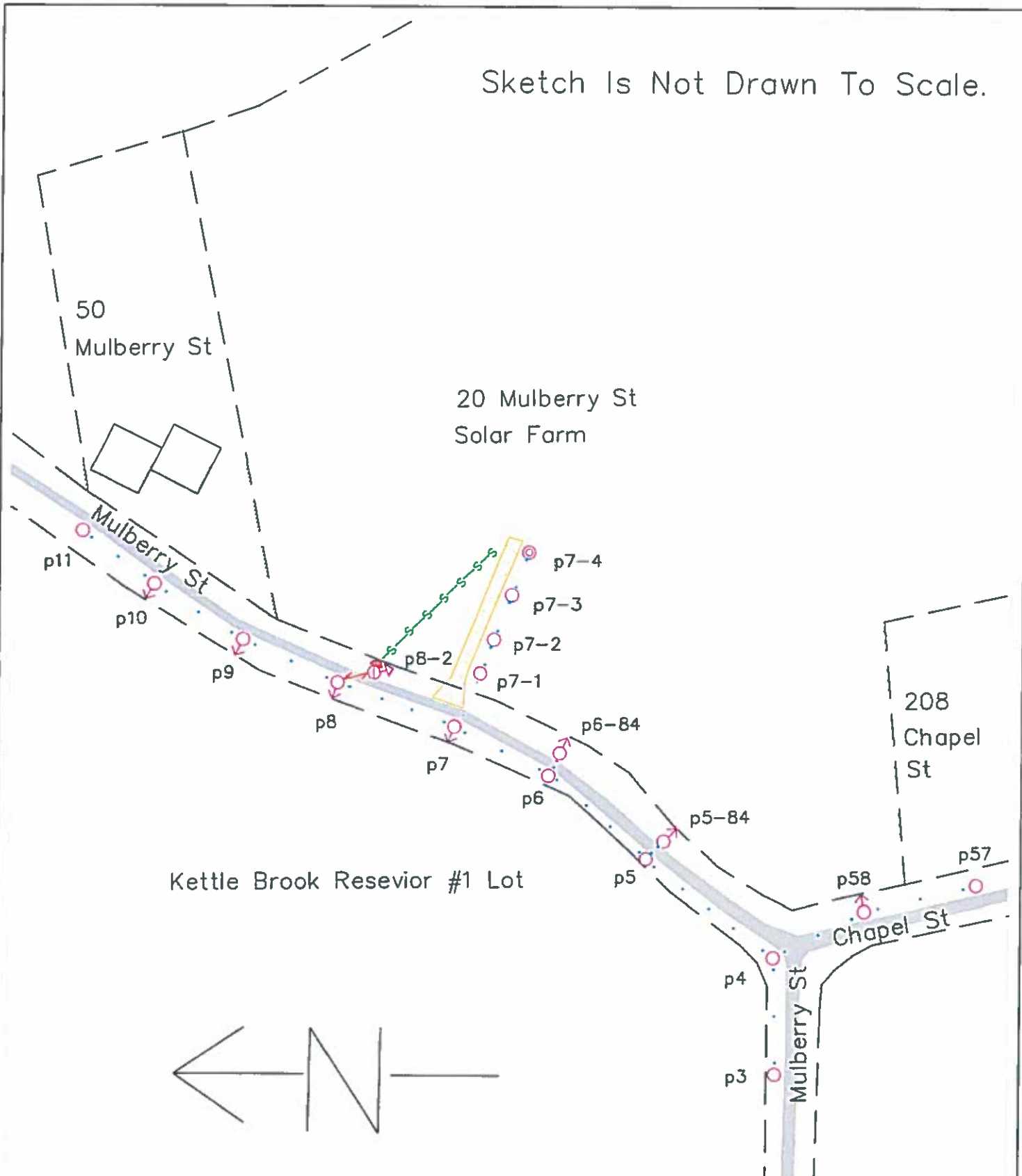
Board or Council of Town or City, Massachusetts

CERTIFICATE

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

Attest:
City/Town Clerk

Sketch Is Not Drawn To Scale.



LEGEND	
○	EXISTING JOINTLY OWNED POLE
→	EXISTING JO ANCHOR & GUY
○	NEW NG SOLELY OWNED POLE
⊕	PROPOSED SO ANCHOR & GUY
⊕	CUSTOMER-OWNED SERVICE POLE
⊕	CUSTOMER-OWNED UNDERGROUND RISER
-S-	CUSTOMER-OWNED UG SERVICE WIRE
- - -	LOT LINE AND STREET RIGHT OF WAY BOUNDARIES
.....	EXISTING OVERHEAD WRES
→	PROPOSED OVERHEAD WRES
▬	STREET PAVEMENT
▬	DRIVEWAY
□	BUILDING
▨	WETLANDS

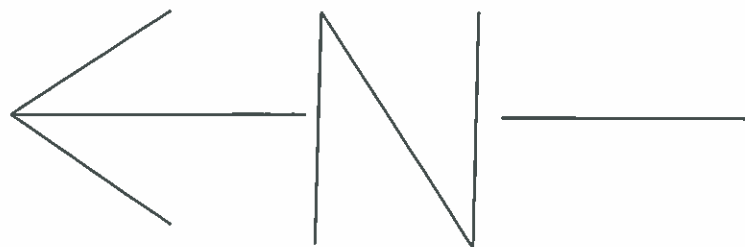
Petition Sketch To Install Pole 8-2 With Anchor & Guy In The Public Way At 20 Mulberry St Leicester MA

Date: 03/24/2021
 Designer: S.W. Soucy
 Work Request:

WR#30252137

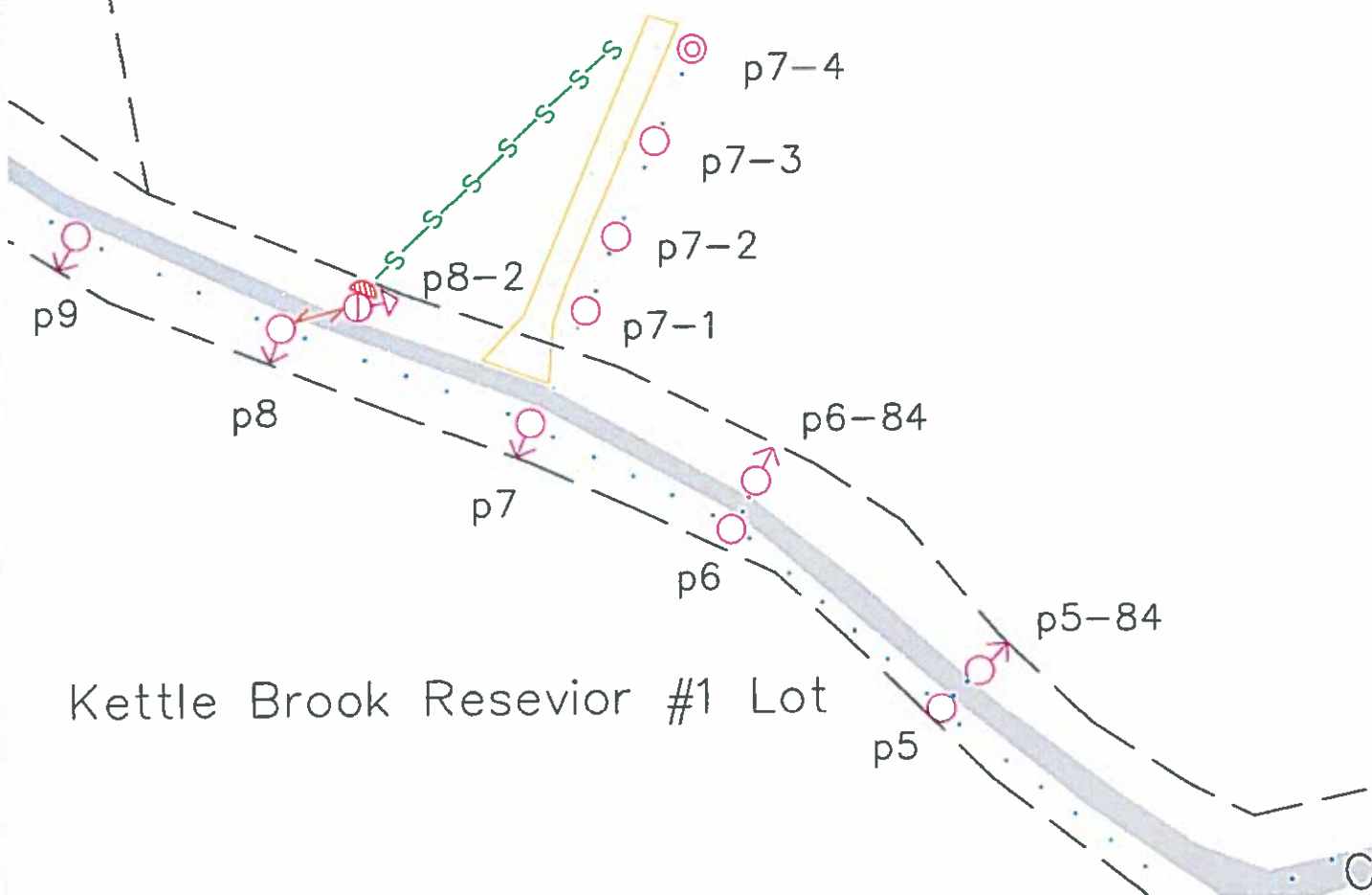


Sketch Is Not Drawn To Scale.



20 Mulberry St
Solar Farm

7



Kettle Brook Reservoir #1 Lot

LEGEND	
	EXISTING JOINTLY OWNED POLE
	EXISTING JO ANCHOR & GUY
	NEW NG SOLELY OWNED POLE
	PROPOSED SO ANCHOR & GUY
	CUSTOMER-OWNED SERVICE POLE
	CUSTOMER-OWNED UNDERGROUND RISER
	CUSTOMER-OWNED UG SERVICE WIRE
	LOT LINE AND STREET RIGHT OF WAY BOUNDARIES
	EXISTING OVERHEAD WIRES
	PROPOSED OVERHEAD WIRES
	STREET PAVEMENT
	DRIVEWAY
	BUILDING
	WETLANDS

Petition Sketch To Install Pole 8-2
With Anchor & Guy In The Public
Way At 20 Mulberry St Leicester MA

Date: 03/24/2021
Designer: S.W. Soucy
Work Request:

WR#30252137





Mill Town Wine Company LLC Proposed Hours

Store Hours

Monday	12:00pm-9:00pm
Tuesday	CLOSED
Wednesday	12:00pm-9:00pm
Thursday	12:00pm-9:00pm
Friday	12:00pm-9:00pm
Saturday	12:00pm-9:00pm
Sunday	12:00pm-6:00pm

Curbside Pickup Hours

Monday	12:00pm-8:00pm
Tuesday	CLOSED
Wednesday	12:00pm-8:00pm
Thursday	12:00pm-8:00pm
Friday	12:00pm-8:00pm
Saturday	12:00pm-8:00pm
Sunday	12:00pm-5:00pm

Delivery Hours

Monday	2:00pm-8:00pm
Tuesday	CLOSED
Wednesday	2:00pm-8:00pm
Thursday	2:00pm-8:00pm
Friday	2:00pm-8:00pm
Saturday	2:00pm-8:00pm
Sunday	2:00pm-5:00pm

Online Store Hours

Monday	9:00am-8:00pm
Tuesday	CLOSED
Wednesday	9:00am-8:00pm
Thursday	9:00am-8:00pm
Friday	9:00am-8:00pm
Saturday	9:00am-8:00pm
Sunday	10:00am-5:00pm

Order by 1:00pm for SAME DAY delivery

Orders placed after 1:00pm on Monday, will be delivered on Wednesday

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

Date Issued _____ Date Submitted 12/22/20

Business Name	Mill Town Wine Co.	Applicant Name	Patrick Mahoney
Type of Business	Beer and Wine Package Store	Applicant Address	1141 Stafford Street Rochdale
Manager	Patrick Mahoney	Applicant Phone	508-612-4635
Business Address	1141 Stafford Street, Rochdale MA 01542	Are you a US Citizen?	Yes or No
Business Phone	508-612-4635	Are you a permanent resident?	Yes or No

Zoning (Town Hall, 1st Fl.)	Permit Type	Issued By	Approval Date	Fire Dept (must call)	Permit Type	Issued By	Approval Date
508-892-7003 Kelly Conroy notes:	N/A	MS	4-22-21	508-892-7022 Leave a message notes:	N/A	MW	4-9-21

Planning (Town Hall, 1st Fl.)	Code (Town Hall, 1st Fl.)
508-892-7019 Maureen Schur notes:	508-892-7003 Kelly Conroy notes:

Conservation (Town Hall, 1st Fl.)	Gas/Plumbing (Town Hall, 1st Fl.)
508-892-7007 Maureen Schur notes:	508-892-7003 Kelly Conroy notes:

Assessor (Town Hall, 2nd Fl.)	Electrical (Town Hall, 1st Fl.)
508-892-7001 Kathy Asquith notes:	508-892-7003 Kelly Conroy notes:

Tax Collector (Town Hall 2nd Fl.)	Health (Town Hall, 1st Fl.)
508-892-7004 Melanie Rajaniemi notes:	508-892-7008 Kelly Conroy notes:

Police Dept (90 S. Main St.)	Town Clerk (Town Hall, 2nd Fl.)
508-892-7010 x2005 Sheila Gaffney notes:	508-892-7011 (SECOND TO LAST) Deborah Davis notes:

Select Board (Town Hall, 2nd Fl.)	Town Clerk (Town Hall, 2nd Fl.)
508-892-7000 (LAST) Kristen Fersberg notes:	508-892-7011 (SECOND TO LAST) Deborah Davis notes:

The purpose of this form is to assist the applicant in obtaining departmental sign-offs required to open a new business. Please note that the Town Clerk and Board of Selectmen will not sign off until all other signatures have been obtained. Should you need assistance contact the Town Administrator's office at 508-892-7000.

Contigent on ABC approval



Town Of Leicester
OFFICE OF THE INSPECTOR OF CODES
 3 Washburn Square
 Leicester, Massachusetts 01524-1333
 Phone: (508) 892-7003 Fax: (508) 892-1163
Building & Zoning Enforcement
 Jeff Taylor

Plumbing & Gas Inspector

John P. Dolan

RECEIVED

2014 JAN 23 AM 8:10

Wiring Inspector

Paul A. Sarfo
 TOWN CLERK'S OFFICE
 LEICESTER, MASS.

Weights and Measures Current Fees

The Weights and Measures department for the Town of Leicester proposes the following amendments of the fee schedule set forth in MGL chapter 98 section 56

		Back to town per unit or device
Test and seal counterweights	\$.58/wt	\$6.00
Test and seal scales < 10#	\$37.00	\$6.00
Test and seal scales 10#-100#	\$37.00	\$6.00
Test and seal scales 100#-1000#	\$84.00	\$6.00
Test and seal scales 1000#-5000#	\$110.00	\$6.00
Test and seal scales 5000#-10000#	\$163.00	\$6.00
Test and seal scales 10,000# +	\$215.00	\$6.00
Test and seal gasoline pumps and blends	\$37.00	\$6.00
Test and seal wire, rope cordage meters	\$16.00	\$6.00
Test yard sticks & tape measures	\$5.00	\$2.00
Price verification – (>10 scanners)	\$268.00	\$6.00
Price verification – (3-10 scanners)	\$163.00	\$6.00
Price verification – (<3 scanners)	\$84.00	\$6.00
Test and seal oil/ grease (1/2 or less)	\$16.00	\$6.00
Pill counters	\$27.00	\$6.00
Reverse Vending Machines (can, bottle, coinstar)	\$27.00	\$6.00

All other sealer fees will be per the fee schedule as set by Massachusetts General Law chapter 98 except, where the actual cost to the Town of Leicester exceeds the fee set by the state, in which case, the actual cost incurred by the town will be charged.

Re-testing and sealing of previously failed or condemned systems, equipment, or devices that have been reconditioned and are ready to be put back into service will be charged a fee equal to the fee of the initial test of that system, equipment, or device.

All new weighing or measuring equipment installed in an establishment and intended for trade must be inspected, calibrated and sealed prior to use.

All price verification shall be annual inspections.

Jeff Taylor
 Inspector of Buildings
 Zoning Enforcement Officer

JAN 23 2014



TOWN OF LEICESTER

3 Washburn Square

Leicester, MA 01524

Phone: (508)892-7003 Fax: (508)892-1163

Building & Zoning Enforcement

Michael J. Silva

Plumbing & Gas Inspector

John P. Dolen

Wiring Inspector

John A. Markley

Weights & Measures Inspector

Ronald Valinski

Proposed Revisions March 3, 2021

The Weights and Measures department for the Town of Leicester proposes the following amendments of the fee schedule set forth in MGL chapter 98 section 56

		Back to the town
Test and seal counterweights	\$15 per set	\$6.00
Test and seal scales < 10#	\$40.00	\$10.00
Test and seal scales 10#-100#	\$40.00	\$10.00
Test and seal scales 100#-1000#	\$85.00	\$10.00
Test and seal scales 1000#-5000#	\$110.00	\$10.00
Test and seal scales 5000#-10000#	\$160.00	\$10.00
Test and seal scales 10,000# +	\$225.00	\$25.00
Test and seal gasoline pumps and blends	\$40.00	\$10.00
Test and seal wire, rope cordage meters	\$25.00	\$10.00
Test yard sticks & tape measures	\$15.00	\$7.00
Price verification - (>10 scanners)	\$275.00	\$25.00
Price verification - (3-10 scanners)	\$165.00	\$15.00
Price verification - (<3 scanners)	\$85	\$10.00
Test and Seal oil/grease (1/2" or less)	\$20.00	\$10.00
Pill Counters	\$30.00	\$10.00
Reverse Vending machines(can,bottle,coinstar)	\$30.00	\$10.00

All other sealer fees will be per the fee schedule as set by Massachusetts General Law chapter 98 except, where the actual cost to the Town of Leicester exceeds the fee set by the state, in which case, the actual cost incurred by the town will be charged.

Re-testing and sealing of previously failed or condemned systems, equipment, or devices that have been reconditioned and are ready to be put back into service will be charged a fee equal to the fee of the initial test of that system, equipment, or device.

All new weighing or measuring equipment installed in an establishment and intended for trade must be inspected, calibrated and sealed prior to use.

All price verification shall be annual inspections regardless of the number of scanners.

Any adjustments to any devices will be charged a fee equal to the sealing fee of that device.

Michael J. Silva
Inspector of Buildings
Zoning Enforcement Officer

From: [Forsberg, Kristen](#)
To: [Bryan Milward](#); [Genereux, David](#)
Subject: Fwd: Field fees
Date: Thursday, April 22, 2021 9:19:13 AM
Attachments: [Leicester Fee schedule parks as of FY19.pdf](#)
[Leicester Ma Field Use Application .pdf](#)

For the board packet on Rochdale park field fees

Kristen L. Forsberg, MPA & MCPPO
Assistant Town Administrator
Town of Leicester
[3 Washburn Square](#)
[Leicester, MA 01524](#)
[508-892-7077](#)

Begin forwarded message:

From: Sue Sears <suesearsforleicester@gmail.com>
Date: April 22, 2021 at 9:13:31 AM EDT
To: "Forsberg, Kristen" <forsbergk@leicesterma.org>
Subject: Field fees

Good Morning,

Just reaching out about a call I received from lucky yesterday asking me to send you some information about the field fees. I have a document that was sent to me back last fall and I thought was somewhere on the towns website. I have attached that document which says it is from 2019. As a committee we have been reviewing these fees and formed a subcommittee to investigate and compare our field and light fees to other surrounding areas. During the last few meetings we have discussed and voted to approve a new light fee for Rochdale field. To come up with that cost we turned the lights on for an hour and took meter readings and calculated the price based on what the last national grid bill said the rate was. The cost came out to about \$23 an hour just to have the lights on and running. The committee voted to make it \$25hr light fee or \$75 a game (typically 3 hours) to cover cost and maintenance of those lights. The old fee list I have attached shows the old fees and the only things we have changed would be the light fee.

Do you need something else from us for the select board? The meeting minutes?

Thanks,

Sue

Fee Schedule for Parks

as of FY19

Rochdale Park

Becker College and LHS

\$30.00 light fee per game

Legion, Little League, Leic. Men's League

\$25.00 field use per game and \$30.00 light use per game

Other Organizations

\$35.00 field use fee and \$40.00 light fee = \$75.00/event with lights

\$100.00 All day rental

Community Field

Leic. Soccer Club

\$500 per season, spring and fall

Other Organizations

\$25.00 per game use

Town of Leicester Field Requests

Name of Organization: _____

Contact Person: _____ Phone # _____ Email: _____

Team Name: _____

Team Manager: _____ Coaches: _____

Field Request: _____ Alt. Field _____

Practice Dates: _____

Game Dates: _____

All Spring sports request must be in by March 1st.

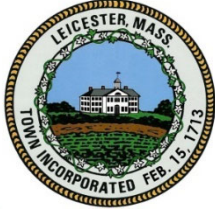
All Fall sports request must be in by August 1st.

Organizations with multiple teams must list each team and coaches

All field users must put the field back the way it was found which includes Raking the infield, putting away bases and rakes, shutting off all lights, and picking up all trash. Failure in completing these tasks will result in a \$ 50.00 surcharge for the 1st and 2nd offense, 3rd offense will be a \$ 50.00 surcharge and a loss of use at their next schedule game.

All field cancellations that are not pertaining to weather must notify the Highway Secretary 24 hrs. Prior to scheduled time, failure to do so will result in a \$ 25.00 surcharge.

Field User: _____ Parks & Rec. _____



TOWN OF LEICESTER

BOARD OF HEALTH

Leicester, MA 01524-1333

Phone: 508-892-7008 Fax: 508-892-1163

www.leicesterma.org

Date: April 22, 2021

To: Select Board Members

CC: David Genereux, Town Administrator

Kristen Forsberg, Assistant Town Administrator

From: Francis Dagle, Health Agent

RE: Town Hall Reopening

After careful consideration and preparation, the Town Hall was reopened to the public on April 20, 2021. Necessary measures have been put in place to reopen safely and reduce the transmission risk of the COVID-19 virus. Visitors will enter and leave through the main entrance. Visitors will also be required to sign-in, for the purpose of potential contact tracing. Signage has been placed throughout town hall that allow for social distancing, and limit visitors to spaces where business is conducted. Each department in town hall has been provided with PPE supplies for staff and visitors. Each department has also installed a barrier to reduce transmission while still allowing for effective counter service. Dividers have been placed through the middle of all hallways in conjunction with directional arrows to allow increased social distancing. All employees, who requested vaccine, have been vaccinated. Hand sanitation stations have been placed on all floors of the building, located at the highest traffic areas. Meeting rooms will remain closed at this point in time.

The town hall will serve as a testing model, to inform reopening of other town owned buildings. Initial planning for further reopening is currently being reviewed. Re-assessments and potential alterations to the reopening plan and protocols will be reviewed consistently as new data is received.



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR

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

April 28, 2021

To: Select Board
From: David Genereux, Town Administrator
RE: Town Administrator's report

The following is a report on the general activities of the Town Administrator through April 28, 2021.

Citizen issues: Topics discussed with various citizens

- Finished furnishing information from a public records request on the draft water/sewer report from Weston and Sampson.
- Completed a public records request for municipal payments to a Board member
- Updated a resident on the progress of the water/sewer study

Meetings:

- Attended a COA Meeting; discussed reopening plan, Town meeting, concerns about Becker's closing
- Attended an Advisory Committee meeting – Recommendations voted by Select Board and Advisory Committee
- Attended a Parks and Recreation meeting to discuss the Rochdale Park potential bid scenario
- Attended a Library Board of Trustees Meeting to discuss investment of the remaining anonymous donation, Re-opening and EV charging stations.
- Worked with Lee Dykas on the Community Outreach Meeting for his outdoor grow facility. No one was in attendance

Activities:

- Contacted Becker College after hearing the announcement of their impending closing to reiterate our interest in acquiring the Town Common, amongst other possibilities. We have set a meeting for next Wednesday, April 28th at 3:00 pm to do a walkthrough of the campus.
- The Highway and Police Department are working together to make safety improvements at the Paxton and Marshall Streets intersection. Dennis Griffin will give a short presentation during the Town Administrator report section of the meeting.
- We did a soft opening of Town Hall last week. We are now officially back open full-time effective April 26, 2021. We are not prepared, however, to resume in-person meetings, as federal COVID-19 guidelines discourage meetings where individuals set for long periods of time next to each other. We are working with LCAC to install local technology that will allow the for the Boards to meet in-person and stream meetings to the public.
- The Senior Center remains closed at this time. The Library Trustees are meeting with the Board of Health on 04/26/21 to determine how they can do an at-least partial opening.
- The Shared Winter Streets rebid is due on May 5, 2021
- Worked on assembling supervisory/management programs for staff training as directed by the Board
- Submitted a grant request through the Leicester Savings Bank Fund for playground equipment at Tarentino Memorial Park.

- Worked the second vaccine clinic with Town Hall staff, EMS, The Board Chair, the Health Agent, and Emergency Management Director for residents at the Leicester Housing complex. We did 140 vaccinations in five hours
- We have still waiting to hear from DHS regarding the submitted grant to establish a regional health collaborative for Leicester, North Brookfield, New Braintree, Hardwick, Barre, and Holden. Leicester would be the lead community, and all services would go through us. There will be a gain to the Town of 30k per year as part of the grant. We expect to be notified if our application is approved within the next week.
- Did a walk through of the Waite Pond Dam project. We are now at the substantial completion phase and will be issuing a punch list of items remaining to be completed. The work done by T-Ford in replacing the dam was exceptional. The new structure will serve the Town for many years.
- The Community Aggregation bid was rescheduled to May 4. When the bids come in, they are likely to be two different rates, a four-month rate based on NGRID's summer pricing, ahead of the permanent rate.
- Continuing to work on FEMA reimbursement for the COVID-19 emergency. Their requirements continue to tighten. We will use all our CARES act funding and may incur a deficit. More information to come as the process unfolds.
- Working on some issues with the Board of Assessors concerning pay rates and the need to hire a part time data collector. I have the Assessor working on it.
- Met with Luke Boucher of VHB to go over a movement of the outfall drain on the Fire Station project. The project will be going out to bid shortly. The IFB will be written by VHB to save time.
- At the joint Select Board/Advisory Committee meeting, there was discussion regarding the emergency generator at Town Hall. The concern is that the Town would not be able to function if electrical service to Town Hall was lost for an extended period. We have partially addressed that issue, as VADAR (Our accounting system) will be cloud-based in July. Our payroll service is based out of Worcester with redundant back up. That would take care of the financials, but not allow us access to our business files. It will cost us a one-time fee of \$4,800, and an annual cost of \$3,078 for all off our town hall drives to be cloud-based. We will see if that makes sense going forward.
- It appears the first joint public meeting regarding the Water/Sewer will be taking place on May 5, 2021 at 6:00 PM. This will be an online meeting between the Districts and Select Board. A follow-up meeting with recommendations will take place in June.

Please feel free to contact me with any questions or concerns.

Proclamation

of the Leicester Select Board

WHEREAS, the citizens of Leicester value their health and mental health and that of their families; therefore, they are proud to support observances such as Children's Mental Health Week; and

WHEREAS, 20% of children and youth (ages 6-17) live with a mental health condition and 50% of all lifetime instances of mental illness begin before age 14; and even some children and youth with the most intense needs and some who are insured may not receive services; and

WHEREAS, children and youth with mental health needs in elementary, middle and high school are more likely to be bullied, absent, suspended, expelled or fail to graduate; and

WHEREAS, recognizing the early warning signs of mental health needs and obtaining the necessary support, assistance and treatment gives children and youth better opportunities to lead full and productive lives at home, in schools, and in their communities; and

WHEREAS, the involvement and partnership of family members in the assessment and treatment of children and youth is essential to positive outcomes; and

WHEREAS, our nation's future depends on the health and well-being of its families and their children; and

WHEREAS, Children's Mental Health Week was developed by families of children with emotional, behavioral and mental health needs, to focus on the needs of their children and families; in celebrating this year's theme: "Painting a Picture of Hope for the Future" it is fitting to increase public awareness among all Leicester residents of this important issue;

THEREFORE, the Leicester Select Board do hereby proclaim May 2-8, 2021 as Children's Mental Health Week.

IN WITNESS THEREOF, this 26TH day of April 2021

Dianna Provencher, Chair

Harry Brooks, Vice-Chair

John Shocik, 2nd Vice-Chair

Rick Antanavica, Member

Herb Duggan Jr., Member

LEICESTER SELECT BOARD



April 1, 2021

David Genereux, Town Administrator

Dear David...and Kristen....

Enclosed you will find my letter of resignation from the Council on Aging. I had hoped to see both you and Kristen in person at our April meeting so that I could give you my letter in person.

I would like to take this time to personally thank both of you for the support you have continued to give to the Senior Center. It is/was so nice of you to become a part of our meetings and the information that you shared with all of us was very much appreciated. The staff at the Center works very hard to keep the "senior" citizens involved with all the goings on and the Council itself is a great support system.

As stated in my letter to Rachelle, it is time for me to "move on" and make way for some other person who may be willing to become an asset to such a fine organization.

Again, thank you both for your many kindnesses and I wish you well in all the upcoming projects that are expected to begin in the "new year". Hopefully, we will all be back to normal within a very short time.

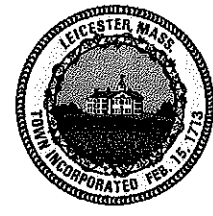
Happy Spring and again my best wishes always, in all ways.

A handwritten signature in cursive script that reads "Marilyn D. Hyland".

Marilyn D. Hyland



Leicester Police Department
90 South Main Street
Leicester, MA 01524



Chief
Kenneth M. Antanavica
antanavica@leicesterpd.org

www.leicesterpd.org

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

April 22, 2021
Kenneth Antanavica
Chief of Police
Leicester Police Department
90 South Main Street
Leicester, MA 01524

Dear Chief Antanavica:

I would like to inform you that I will be retiring effective **May 3, 2021**.

Working at the Leicester Police Department has provided me with an opportunity to work alongside some great officers and leaders during the past 38 years. My law enforcement career as a Police Officer and Detective has provided me with a sense of accomplishment, reward and at times mixed emotions. This letter is written with much thought and reflection as I make you aware of my retirement from the Police Department.

Thank you for the many years of support, camaraderie and friendship. I walk away with great lessons learned, memories and experience.

If you need any assistance or have any questions during this transition, please feel free to reach out.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy M. Fontaine'.

Timothy M. Fontaine
Detective
Leicester Police Department



**Town of Leicester Fire Department
3 Paxton Street
Leicester Massachusetts, 01524**



Michael R. Dupuis
Chief

508-892-7022

March 2, 2021

To: David Genereux
Town Administrator

From: Board of Engineers

The following members of the Board of Engineers wish to be reappointed by the Selectboard:

Michael Dupuis

Matthew Tebo

Sincerely,

Michael R. Dupuis



JAMES C FLEMING IV

467 Chandler St., Worcester, MA 01602

PROFESSIONAL SUMMARY

I am interested in making a change and starting a new career path. Over the passed 5 years I have learned a lot about being on the road and how to safely operate a commercial vehicle. I also have several years of customer service skills throughout all of my work history. I am very organized and highly motivated.

SKILLS

- Safe Driving
- 5 years CDL driving
- Excellent customer service skills
- Very orgnized
- Timely and efficient
- Task prioritization

EXPERIENCE

Route Delivery Driver May 2016 - Current

Nestle Waters North America | Framingham, MA

- This position requires safe driving skills and a CDL.
- I have consistently provided great customer service at both residential and commercial accounts.
- Upheld strict presentation standards by keeping truck lean, cab free of clutter, and mechanics well-maintained.
- Met customer needs with sufficient and well-organized inventory.

Landscape Foreman

March 2013 - May 2016

Preferred Lawn Care | Boylston, MA

- Kept lawns attractive and healthy with regular mowing and watering.
- Cleaned up grounds by removing sticks, trash, and leaf debris.
- Avoided job overages by carefully planning and estimating all work.
- Stayed ready for all landscaping needs, keeping supplies and tools organized and clean.

EDUCATION

Diploma

June 2009

Doherty Memorial High School, Worcester, MA



March 24, 2021

Town of Leicester
ATTN: Bryan Milward
3 Washburn Sq.
Leicester, MA 01524

RE: NEW - Junk Dealer License - 2021

ecoATM Kiosk(s) Located At:

1. 20 Soojian Dr. (inside Walmart3409)

To Whom It May Concern, enclosed you will find the following documents:

- New Junk Dealer License application
- CORI form
- Workers' Comp Affidavit
- COR Certification
- ecoATM-Walmart Letter of Authorization
- ecoATM, LLC Certificate of Formation
- Check payable to "Town of Leicester" in the amount of \$40.00

Upon approval, please:

Email: Karen.Wang@ecoATM.com

OR

**Mail: ecoATM, LLC
Attn: Karen Wang
10121 Barnes Canyon Rd.
San Diego, CA 92121**

Please contact me if there are any issues with the enclosed documents or if further information is required.

Thank you,

Karen Wang
Regulatory Affairs Coordinator
858-766-7530
Karen.Wang@ecoATM.com



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

GENERAL LICENSE CHECKLIST

(Common Victualler & Miscellaneous Licenses)

Food, Entertainment, Games, Temporary Business, Junk Dealer, Theatre, Auctioneer, BYOB

Enclosed Forms

- General License Application
- CORI form (one for each owner and each manager)
- Workers Comp Affidavit
- DOR Certification

Additional Required Information

- Copy of lease or purchase and sale agreement
- Naturalization Papers (if owner is not a US citizen)
- Articles of Organization and Vote of Corporate Board (if corporation)

Return Completed Forms to:
Office of the Town Administrator
3 Washburn Square, 3rd Floor
Leicester, MA 01524
508-892-7077



Town of Leicester APPLICATION GENERAL LICENSES

Applicant Information

Applicant Name ECOATM, LLC Applicant Phone 858-766-7244
Applicant Email HUNTER.BJORKMAN@ECOATM.COM

Business Information

Description of Business SELF-SERVE, AUTOMATED KIOSK THAT ALLOWS CONSUMERS TO SELL USED ELECTRONICS (CELL PHONES, MP3 PLAYERS, TABLETS) IN EXCHANGE FOR CASH. NO SALES MADE. NO ON-SITE EMPLOYEES.

Business Name ECOATM, LLC
Corporation Name (if applicable) _____
Business Address 20 Soojian Dr, Leicester, MA 01524 (INSIDE WALMART3409)
Mailing Address (if different) 10121 BARNES CANYON RD. SAN DIEGO, CA 92121
Business Phone 858-324-4111 / 858-766-7244 Business Email HUNTER.BJORKMAN@ECOATM.COM

License(s) Requested (check all that apply)

Common Victualler (\$35) Games (\$35 per game) # _____
 General Entertainment (\$50) Junk Dealer (\$40)
 Sunday Entertainment (\$125 Town; \$100 State **separate check**
made out to Commonwealth of Mass) Theatre (\$200)
 Outdoor Business (\$35; including xmas tree sales) Auctioneer (\$50)
 Temporary Business (\$100/3 days; \$25/per extra day) BYOB (\$15)

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

HUNTER BJORKMAN, OBO ECOATM, LLC
Name of Applicant

Signature of Applicant

Social Security or FIN

HUNTER BJORKMAN, SR. REGULATORY AFFAIRS & CORPORATE COUNSEL
Name & Title of Corporate Officer (if applicable)



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: ECOATM, LLC

Address: 20 Soojian Dr, (INSIDE WALMART3409)

City/State/Zip: Leicester, MA 01524 Phone #: 858-766-7244

<p>Are you an employer? Check the appropriate box:</p> <p>1. <input checked="" type="checkbox"/> I am an employer with <u>0</u> employees (full and/ or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per c. 152, § 1(4), and we have no employees. [No workers' comp. insurance required]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p>Business Type (required):</p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input checked="" type="checkbox"/> Other <u>E-WASTE RECYCLER</u></p>
---	---

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
 **If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____ OBO ECOATM, LLC Date: 03/22/2021

Phone #: 858-766-7244

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
 6. Other _____

Contact Person: _____ Phone #: _____



702 SW 8th Street
Bentonville, AR 72716
Phone 479-258-2518
Sheri.Brogdon@walmart.com

To: Whom It May Concern

From: Walmart Services

Date: January 2021

Re: **ecoATM Authorization to Install in Walmart Stores**

Walmart has authorized ecoATM to install kiosks in select Walmart Stores. This is an automated self-service electronic buyback kiosk for use by Walmart Customers. Please accept this authorization letter in order to allow ecoATM to acquire proper licensing to operate within Walmart Stores.

Respectfully,

Sheri Brogdon Manager II - Walmart Services
Office 479.258.2518
Email: Sheri.Brogdon@walmart.com

Wal-Mart Stores, Inc.
702 SW 8th Street
Bentonville, AR 72712-0565
Saving people money so they can live better.

**STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION
OF
ecoATM, LLC**

This Certificate of Formation of ecoATM, LLC, dated as of September 26, 2016, has been duly executed and is being filed by David D. Maquera, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.).


FIRST: The name of the limited liability company is ecoATM, LLC (the “**LLC**”).

SECOND: The address of the registered office of the LLC in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

THIRD: The name and address of the registered agent for service of process on the LLC in the State of Delaware are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation
this 26th day of September, 2016.

By: 
Name: David D. Maquera
Title: Authorized Person

From: [Ken Antanavica](#)
To: [Forsberg, Kristen](#); [Bryan Milward](#)
Cc: [Genereux, David](#)
Subject: 2021 Midstate Trail Running Event & Permission
Date: Wednesday, April 14, 2021 11:56:38 AM

Good morning Kristen and Bryan:

The Midstate Massive Ultra Trail is once again requesting permission to pass through Leicester via Moosehill Rd on October 9-10. They set up a watering station at the gate to Moosehill Reservoir and cleaned up after. Last year the select board gave permission for them to proceed and as mentioned below they provide insurance on the event. The bridge has reopened so there will be no issues there. Please put this on the boards agenda for consideration.

Thank You

*Chief Kenneth M Antanavica
Leicester Police Department
90 S. Main St.
Leicester, Ma 01524
(508) 892-7010 ext 2010
Fax (508) 892-7012*

Dear Midstate Trail partners,

We hope that you and your family are continuing to stay safe during this challenging time.

With your support, last October we were able to successfully conduct the 2nd edition of the Midstate Massive Ultra Trail event using the Midstate Trail from NH to Douglas, MA. We adopted the COVID safety guidelines from the Commonwealth of MA as well as USA Track and Field to great success. Here is a link to an amazing video from the event!

https://youtu.be/nPk__-kkU84

We are planning to hold the event this year on October 9-10, 2021 and will once again **need your permission** in order to do so **as required by the MA Department of Conservation and Recreation (DCR)**. We value your commitment to the preservation of this beautiful land and recognize that the trial would not be possible without your commitment to its conservation. We want to be good neighbors and stewards of its use by obtaining your permission.

We anticipate between ~ 250 participants spread out over the 30, 50, and 100 mile route options compared to the 150 or so who took part last year. Given the length of the race and staggered start times, you generally will see only a few runners sporadically or none at all depending on the location of the trail, the time of day, and the pace they are running. They will be following the Midstate Trail markers, their own GPS navigation and additional signs where the trail shares a roadway. Our plan is to maintain the same COVID safety protocols that worked well for us last year.

We are in contact with the Midstate Trail Maintenance committee to explore ways in which our event can provide added value to the mission of sustaining the trail so that everyone can enjoy this delicate and wonderful resource and will keep you informed along the way. In addition, we are exploring a partnership with [Leave No Trace](#) as a Community Partner as we continue our efforts to assist the sustainability of this resource.



We're insured!

The event will once again be sanctioned by USA Track and Field which is the governing body for amateur running in the US. This sanctioning comes with a liability insurance policy that will cover the event, its participants, organizers, sponsors, and private landowners such as yourself. Your name and property address will be added to this policy.

How do I give my permission?

We appreciate your continued support of this amazing event and ask that you **reply via email** to us at Rich@NewEnglandRaceEvents.com and Andy@NewEnglandRaceEvents.com simply stating your consent.

As always, please feel free to ask us any questions or voice any concerns you might have in

your reply to us. Our phone numbers are listed below and you are welcome to call either of us as well.

Thank you!



Sincerely,

Rich Mazzola

Owner/Director: New England Race Events, LLC

Rich@NewEnglandRaceEvents.com

Cell: 978-239-3477

Andy Marx

Director: Midstate Massive Ultra Trail

Andy@NewEnglandRaceEvents.com

Cell: 631-926-0643

MEMORANDUM OF UNDERSTANDING

Between

The Massachusetts Coalition of Police
Local 168
(Patrol Officers Unit)

And

Town of Leicester

Board of Health Agent Appointment for COVID-19 Mask Mandate Enforcement

WHEREAS, the Town of Leicester (the "Town") through a vote of the Board of Health on May 6, 2020, appointed members of the Massachusetts Coalition of Police, Local 168, (the "Union") as Board of Health authorized agents for the purposes of ensuring proper guidelines are followed relative to the Governor's Executive Order on mandatory mask wearing during the Covid-19 Global Pandemic, and

WHEREAS, the Town and the Union have recognized this to be a change in working conditions subject to impact bargaining,

NOW THEREFORE, the Town and the Union agree that the Town shall credit each member of the Union four (4) hours of compensatory time in exchange for this change in working conditions.

This Agreement has been duly executed by authorized representatives of the Town of Leicester and by the Massachusetts Coalition of Police, Local 168.

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on the ____ day of February, 2021.

TOWN OF LEICESTER

David Genereux, Town Administrator
Date: _____

RATIFIED BY:

MASSACHUSETTS COALITION OF POLICE
LOCAL 168

Matthew Brady, President _____ Date

RATIFIED BY:

TOWN OF LEICESTER
SELECT BOARD

Chair

AMENDED EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF LEICESTER
AND

DENNIS P. GRIFFIN

HIGHWAY SUPERINTENDENT

2020-2023 AMENDED

April 26, 2021

This document serves to replace the AGREEMENT dated the 24th of August, 2020 between the Town of Leicester, a duly authorized municipal corporation in Massachusetts in the County of Worcester, acting by and through its Select Board (hereinafter the “Town”) in accordance with Massachusetts General Laws Chapter 41, §108N and Section 4 of Chapter Three of the Town’s General Bylaws and Dennis P. Griffin (hereinafter the “Highway Superintendent”). This new Agreement replaces the existing agreement in whole.

WITNESSETH:

WHEREAS, the Town desires to continue to employ the services of said Dennis Griffin as Highway Superintendent of the Town of Leicester;

WHEREAS, the Board, in accordance with Section 4 of Chapter 3 of the Town’s General By-laws, may contract with the Highway Superintendent for such services;

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Highway Superintendent;

WHEREAS, it is the desire of the Board to retain the services of the Highway Superintendent;

WHEREAS, the Board has determined that the office of the Highway Superintendent shall be open for service to the public for at least 40 hours per week; and

WHEREAS, Mr. Griffin agrees to continue employment as Highway Superintendent of the Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **DUTIES:**

- a) The Highway Superintendent shall be responsible to and work under the direction of the Town, through the Town Administrator, under applicable Massachusetts General Laws, and the Town's By-laws and rules and regulations. The Highway Superintendent's duties shall include but not be limited to those duties and responsibilities described in the position description.
- b) Additional duties that are expected of the Highway Superintendent as of this contract are:
 - Overseeing winter maintenance and snow removal at the Leicester Public Schools
 - Overseeing field mowing and vegetative maintenance of Leicester Public School Fields
 - Overseeing repairs and maintenance of municipal buildings
 - Overseeing maintenance and improvements at the Recycling Center
 - Tree Warden, from previous contract

2. **TERM:**

- (a) The term of this Agreement is retroactive to July 1, 2020 and shall terminate on June 30, 2023.
- (b) For purposes of this Agreement, "year" shall mean a complete 52-week fiscal year beginning July 1 and ending June 30. Any benefits or compensation earned or accrued on a yearly or annual basis shall be prorated in accordance with the portion of the fiscal year that the Highway Superintendent is employed by the Town.
- (c) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services of the Highway Superintendent at any time, subject only to the provisions set forth in Section 12 of this Agreement.
- (d) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Highway Superintendent to resign at any time from his position with the Town, subject only to the provisions set forth in Section 12 of this Agreement.

3. **SALARY:**

- (a) The salary of the Highway Superintendent, as of June 30, 2020 is \$82,997. Current Step 4 on the Classification and Compensation Plan is \$81,172.42, based on a forty-hour work week. Step 5 on said plan is \$91,143.94.
- (b) The parties have negotiated that the Highway Superintendent, as a result in the increase of duties of Municipal Facilities Director added to his position description, shall be paid \$90,000 per year.
- (c) The parties agree that in order to accomplish this, the salary for the Highway Superintendent will be made consistent with Step 4 of the Classification and Compensation Plan of \$81,172.42.
- (d) The parties further agree that a stipend of \$8,827.58 will be paid as further compensation for the Highway Superintendent's expanded role as Municipal Facilities Director.
- (e) If, at any time, the Highway Superintendent voluntarily relinquishes the duties of Municipal Facilities Director, or has them taken from him by the Town, the Highway Superintendent will lose the stipend, and be returned to his original salary plus any cost of living raises granted during the intervening fiscal years of this contract.
- (f) Action listed in (e) above requires thirty (30) days-notice from either party.
- (g) The salary will be payable in installments at the same time as other employees of the Town are paid.
- (h) Annually, based upon a satisfactory performance appraisal, and the availability of funding, the Town Administrator shall recommend to the Select Board a cost of living adjustment (COLA) of up to 3.0% on the salary and stipend for the Highway Superintendent.
- (i) The Superintendent shall also have the ability to move up incremental steps on the Town's Classification and Compensation Plan, upon recommendation of the Town Administrator via vote of the Select Board. In the case of this contract, should the Highway Superintendent be moved to Step 5 of the Classification and Compensation

Plan, the duties assigned as Municipal Facilities Manager shall be considered permanent, and the stipend portion of the Highway Superintendent's salary shall be removed.

4. **PERFORMANCE EVALUATION:**

- (a) Annually, the Town Administrator, under the direction of the Select Board, and the Highway Superintendent shall define such goals and objectives for the Highway Superintendent for the proper operation of the Department and for the attainment of the Select Board's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing and incorporated into an annual performance review tool developed by the Town Administrator. The goals shall generally be attainable within the time limits specified and within the appropriations provided in the annual operating and capital budgets. The goals and objectives may be amended from time to time by the Town Administrator with proper notice to the Highway Superintendent.
- (b) At least thirty (30) days prior to the beginning of each fiscal year of this agreement, the Town Administrator shall conduct an annual performance review, which shall be based upon the accomplishment of duties and responsibilities defined in the position description, and goals and specific criteria pursuant to this section.
- (c) The Highway Superintendent and Town Administrator shall meet at least quarterly during the fiscal year to discuss his activities undertaken in connection with addressing the agreed goals and performance objectives.

5. **BENEFITS:**

- a) Except as hereinafter provided or modified, all provisions of the Town's personnel policies and procedures and all general benefits provided to Town of Leicester employees under the General By-laws, under the Town Meeting action, or by state law, as they now exist or may hereafter be amended or changed, shall apply to the Highway Superintendent.
- b) All requests for vacation leave, sick leave, personal leave, and compensatory time shall be made to the Town Administrator

6. **VACATION LEAVE:**

- a) The Highway Superintendent shall accrue vacation leave at a rate of five (5) weeks (25 working days) per year.
- b) The Highway Superintendent shall, with the prior written approval of the Town Administrator, be permitted to carry over ten (10) days of vacation from year to year.

7. **SICK LEAVE:**

- a) The Highway Superintendent shall be allowed to retain up to one hundred fifty (150) days of sick leave.
- b) Upon retirement, the Highway Superintendent shall be entitled to receive payment of up to thirty (30) days of accrued sick leave.

8. **CLOTHING ALLOWANCE:**

- a) The Highway Superintendent has received an annual clothing allowance in the amount of \$385.00.

9. **HOURS OF WORK/JOB PERFORMANCE:**

- a) The Highway Superintendent agrees to provide at least 40 hours of work on a weekly basis.
- b) During all hours of his employment the Highway Superintendent will devote his best efforts to his duties and shall perform his duties in a competent and professional manner.
- c) The Highway Superintendent shall maintain hours during normal business days and hours.
- d) Additionally, the Highway Superintendent shall work and supervise department staff for the duration of all weather-related events, as well as any other events during off hours requiring his attention, at no additional stipend or salary.

10. **PROFESSIONAL DEVELOPMENT:**

- a) The Highway Superintendent shall be given opportunities to develop his skills and abilities. Accordingly, the Highway Superintendent shall be allowed and/or required to

attend courses, seminars and meetings which are approved in advance by the Town Administrator without loss of vacation or other leave. The Town may, in its discretion, pay for the cost of such programs.

- b) If the Town requires the Highway Superintendent to attend any course, seminar or meeting, the Town shall pay for the cost of such programs and for travel and subsistence expenses, incurred by the Highway Superintendent in attending such programs.
- c) The Highway Superintendent shall be required to take two specific professional development courses mandated by the Town Administrator and approved by the Select Board, as a substitute for obtaining a Construction Supervisor's License. These courses shall be taken when available, within the next six (6) months. Failure to do so may, at the Board's discretion, result in the stipend for the Municipal Facilities Director, as outlined in this contract, being removed by the Select Board. Notice requirements under 3. (f) of this contract will apply.

11. GENERAL EXPENSES:

- a) The Highway Superintendent shall be reimbursed for any reasonable and necessary expenses incurred in the performance of his official duties.
- b) The Town grants the use of a Town vehicle to the Highway Superintendent for working hours.
- c) Should the Highway Superintendent use his personal vehicle during the performance of his official duties, the Town shall pay the Highway Superintendent for any use of his personal vehicle in the course of his duties a mileage allowance in such sum as is paid to all Town of Leicester employees.
- d) In addition to this mileage allowance, the Highway Superintendent shall be reimbursed for toll and parking expenses incurred by him in the course of his duties.

12. **TERMINATION:** This Agreement may be terminated or amended by either party as provided below:

- a) **By mutual written agreement** - Signed by the Select Board and the Highway Superintendent, upon such terms and conditions as may be acceptable to both parties at the time of termination; or
- b) **By majority vote of the Select Board** - The Town may terminate this Agreement and remove the Highway Superintendent for cause by vote of a majority of the members of the Board after written notice and hearing. Such hearing shall be closed, unless either the Board or the Highway Superintendent request that such hearing be open to the public. In the event of such removal for cause, the Town shall have no obligation to pay any severance sum.

- c) In the event the Town wishes to terminate this Agreement without cause:

The Town shall give the Highway Superintendent not less than three (3) months' prior written notice of termination of the Agreement and shall provide severance pay equal to three (3) months' salary to the Highway Superintendent. Said sum to be paid as a lump sum at the time of termination.

By the Highway Superintendent upon forty-five (45) days' written notice to the Town Administrator and Town Clerk. Until the effective date of termination under such circumstances, the Highway Superintendent shall continue to perform his duties and shall, if requested, cooperate with the Board in a search for a successor.

13. **NOTICES:**

- a) Notices pursuant to this Agreement shall be given by first-class mail, postage prepaid, addressed as follows:

TOWN:	Town Administrator Town of Leicester Town Hall 3 Washburn Square Leicester, MA 01524
-------	--

HIGHWAY SUPERINTENDENT:

Dennis Griffin
556 Pine Street
Leicester, MA 01524

unless either party hereafter informs the other party in writing of a change of address.

- b) Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as the postage mark of such written notice as sent by first-class mail.

14. **GENERAL PROVISIONS:**

- a) Completeness of Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, will be deemed to exist or to bind either of the parties to the Agreement. No representative of any party to the Agreement had or has any authority to make any representation or promise not contained in the Agreement, and each of the parties to the Agreement acknowledges that such party has not executed the Agreement in reliance upon any such representation or promise. This agreement cannot be modified except by a written instrument signed by both parties.
- b) Severability. If any portion or provision of this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement will be deemed severable, will not be affected, and will remain in full force and effect.
- c) Interpretation of Agreement. The Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.
- d) Employee Status. For purposes of the Fair Labor Standards Act, the Highway Superintendent shall be deemed an exempt employee.

THIS EMPLOYMENT AGREEMENT with the Highway Superintendent is executed as a sealed instrument.

HIGHWAY SUPERINTENDENT

THE TOWN OF LEICESTER
Acting by and through its
SELECT BOARD

Dennis P. Griffin
Highway Superintendent

Dianna Provencher
Chair

Harry Brooks
1st Vice Chair

John Shocik
2nd Vice Chair

Herb Duggan
Member

Rick Antanavica
Member

RECOMMENDED BY:

David Genereux, Town Administrator

Date: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we P. J. KEATING COMPANY

as Principal, hereinafter called the Principal, and LIBERTY MUTUAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of MASSACHUSETTS as Surety, hereinafter called the Surety, are held and firmly bound unto TOWN OF LEICESTER

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF BID AMOUNT

Dollars (\$5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for WASHBURN SQUARE, PAXTON STREET AND WINSLOW AVENUE COMPLETE STREETS IMPROVEMENTS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1ST day of APRIL, 2021.

Britany Woodhaxe
(Witness)

J. J. Rull
(Witness)

P. J. KEATING COMPANY
(Principal)

Andy Brewer
(Title) Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

Vanessa Bryan
(Title) Attorney In Fact



SURETY ACKNOWLEDGMENT

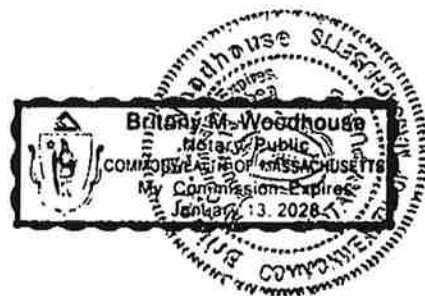
STATE OF MASSACHUSETTS

COUNTY OF WORCESTER

}
} SS

On this 1st day of April, 2021, before me personally came VANESSA BRYAN to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of LIBERTY MUTUAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Britany M. Woodhouse
Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203455-014097

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Vanessa Bryan; Shauna Lowe; Ann Rix; Britany Woodhouse

all of the city of Lunenburg state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of April, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 10th day of April, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of April, 2021



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

INVITATION FOR BIDDERS (IFB)
WASHBURN SQUARE, PAXTON STREET, AND WINSLOW AVENUE COMPLETE
STREETS IMPROVEMENTS IN LEICESTER, MASSACHUSETTS

Notice is hereby given that the Town of Leicester is seeking sealed bids for Washburn Square, Paxton Street, and Winslow Avenue Complete Streets Improvements in the Town of Leicester. Invitation for Bidders (IFB) Packages with specifications and a sample contract will be available on March 3, 2021, on the Town of Leicester website www.leicesterma.org (click "Bids" on upper right menu bar). **Registering and obtaining bid documents from the Leicester website is required.** If you have any problems obtaining the IFB online, contact the Town Administrator's Office at 508-892-7077 or email forsbergk@leicesterma.org.

All bidders must be prequalified by the Massachusetts Department of Transportation (MassDOT) Highway Division. All bids must conform to the specifications of the Town of Leicester and be submitted on the proper forms to be considered a valid bid. Sealed bids entitled "**Bid for Washburn Square, Paxton Street, and Winslow Avenue Complete Streets Improvements**" will be accepted at the Town Administrator's Office, at the above address, until **March 24, 2021 at 2:00pm**, at which time the bids will be publicly opened and read at a virtual meeting. This virtual meeting can be accessed by visiting: <https://global.gotomeeting.com/join/564274677>. No pre-bid conference will be held. Questions may be submitted to forsbergk@leicesterma.org until March 17, 2021 at 5:00pm.

All bids shall be in accordance with M.G.L. including but not limited to: Ch. 30, Section 39M (Bid Bond), Ch. 149, Sec. 27 (Prevailing Wage Rates Found in Appendix C), and Ch. 149, Sec. 29 (Payment and Performance Bonds as applicable). A bid deposit in the amount of 5% of the bid shall accompany every bid. The bid deposit shall be in the form of a bid bond, certified treasurer's check, or cashier's check made payable to the Town of Leicester. Upon award and signing of the contract, the bid deposit will be returned to the bidders. The Town of Leicester is exempt from sales and federal excise tax to the extent permitted under law; bidders should not include such taxes in figuring or in references to any bid.

Bids offering conditions or escalation clauses will be rejected. The Town of Leicester reserves the right to reject all bids, wholly or in part, or to accept any bid even if the bid is not the lowest cost, if it is deemed to be in the best interest of the municipality, to waive informalities deemed inconsequential and to make awards in a manner deemed to be in the town's best interest. Minority and women owned businesses are encouraged to bid.

David A. Genereux
Town Administrator
Town of Leicester
February 25, 2021

Special Notice to Bidders

The bidder's attention is directed to the following:

The Town of Leicester has highlighted some of the more noteworthy requirements of this contract and placed them on the pages immediately following this notice.

The Town of Leicester reminds all bidders of their responsibility to review the entire contract to ensure a full understanding of the requirements and incorporate this into their bid prices.

Special Notice to Bidders

The bidder's attention is directed to the following:

PRE BID MEETING

Due to COVID-19 restrictions, the Town will NOT hold a pre-bid meeting for this project. All interested bidders are encouraged to review this IFB thoroughly and submit all questions in writing as specified in the "Contractor Questions and Addendum Acknowledgements" section of the IFB.

CONTRACTOR QUESTIONS AND ADDENDUM ACKNOWLEDGEMENTS

Prospective bidders are required to submit all questions in writing to the Town of Leicester Town Administrator's Office at least 7 days before the scheduled bid opening date. Any questions received after this time will not be considered for review. Only written questions received at the email address provided below by this deadline will be responded to.

Contractors should email questions and addendum acknowledgements to the following email address forsbergk@leicesterma.org. In the email title it is requested that "Leicester Washburn Square, Paxton Street, and Winslow Avenue Complete Streets Improvements" be included for identification purposes.

BID OPENNING

Due to COVID-19 restrictions, the Town of Leicester will hold the bid opening using GoToMeeting. You may join the GoToMeeting bid opening at the designated date and time from your computer, tablet, or smartphone using the GoToMeeting information provided below. The GoToMeeting bid opening will be recorded.

Bid Opening Date and Time:

March 24, 2021, at 2:00 P.M

Bid Opening GoToMeeting computer, tablet or smartphone Hyperlink:

<https://global.gotomeeting.com/join/564274677>

You can also dial in using your phone with:

United States: +1 (872) 240-3212

Access Code: 564-274-677

(For supported devices, tap a one-touch number below to join instantly.) -

One-touch: tel:+18722403212,,564274677#

To get the GoToMeeting app:

<https://global.gotomeeting.com/install/694147397>

Special Notice to Bidders

The bidder's attention is directed to the following:

Maintain Existing Retained Curbing

The Contractor shall be responsible for the protection and maintenance of all existing granite and bituminous concrete curb being retained by this project at all times.

All existing granite and bituminous concrete curb being retained by this project, not limited to all existing granite and bituminous concrete curb along Paxton Street, shall be maintained and protected to retain its current excellent condition throughout construction.

Prior to the start of construction, the Contractor and a representative of the Town of Leicester shall perform a site walk to document the current condition of all existing granite and bituminous concrete curb. All existing damage at the time of the site walk will be documented for record.

Any existing granite and bituminous concrete curb being retained by this project altered, damaged, or adversely impacted by the contractor during the course of their work shall be full repaired or replaced to the satisfaction of the Town at the expense of the contractor.

Special Notice to Bidders

The bidder's attention is directed to the following:

Police Detail Procedures

- **The Contractor shall be always responsible for maintenance of traffic and protection of the work site.**
- **When Police Officers/Details are required by the Town's Police Chief or the Highway Department, they will be supplied and reimbursed through Contractor's invoice.**
- **Unless otherwise approved by the Highway Department, Police Details are required anytime the winning bidder occupies the streets or sidewalks in the Town of Leicester.**
- **The Contractor shall be responsible to schedule and/or cancel detail officers due to weather scheduling, conflicts, etc.**
- **Contractor shall not be reimbursed for police details at times where work has been postponed, cancelled, or otherwise not performed.**
- **The Town of Leicester's Police Department will invoice the Contractor directly.**
- **The Contractor will make payments to the Town of Leicester Police Department directly. All Police Detail costs must be paid in full by the Contractor prior the Town's approval of the final payment invoice under this contract. The Town shall have the right, at the Town's election, to deduct from any payment amounts past due to the Police Department to reimburse the Police Department directly.**
- **The scheduling and administering of police details shall be considered incidental to all associated work activity in this Contract with no additional compensation provided to the Contractor.**

Special Notice to Bidders

The bidder's attention is directed to the following:

Road / Sidewalk Occupancy and/or Opening Permit

- **As may be required by the Leicester Highway Department and the MassDOT Highway Division, the winning bidder shall obtain a Street Opening Permit for each work task(s) that will open or occupy any portion of Town owned or Commonwealth of Massachusetts-owned property, street/sidewalk layout and/or right-of-way (ROW).**
- **All Leicester Street Opening Permit fees shall be waived for all work assignments under this contract.**
- **Contractor shall be required to pay all Commonwealth of Massachusetts and MassDOT Highway Division permit fees.**
- **All permit fees, costs, and administration thereof shall be considered incidental to all associated work activity in this Contract with no additional compensation provided to the Contractor.**

TOWN OF LEICESTER

Road Opening Permit

The Town of Leicester requires an application for Permit to Open Road or Sidewalk be obtained before construction is to commence. Applications are available at the Highway Department located at 59 Peter Salem Road, Leicester, MA 01524, Telephone: (508) 892-7021.

The Highway Superintendent and the Chief of Police are to be notified before any highway or sidewalk is opened and/or closed and when work has been completed.

COMMONWEALTH OF MASSACHUSETTS

The Commonwealth of Massachusetts roadway and sidewalk occupancy permits are issued by MassDOT Highway Division District 3 Offices located at 333 South Street, Shrewsbury MA 01545.

Special Notice to Bidders

The bidder's attention is directed to the following:

M.G.L. CH. 131 DETERMINATION OF APPLICABILITY

This project is subject to the Massachusetts General laws, Chapter 131, Section 40 as amended, and has been issued a Determination of Applicability by the Leicester Conservation Commission. The Determination of Applicability shall be considered part of this contract and a copy and all attachments and references shall be on-site at all times while construction activities regulated by the Determination of Applicability are being performed. The Contractor is hereby notified that s/he shall be responsible and held accountable for performing any/all work necessary to satisfy and comply with the entire Determination of Applicability including but not limited to every Condition, Requirement, and all referenced plans or documents just though the "Contractor" were the "Applicant" named in the Determination of Applicability. If the Contractor initiates any changes/modifications to the Determination of Applicability for this project, s/he shall be responsible for obtaining any amended or additional environmental permits. The Town of Leicester shall not be responsible for any time delays or monetary claims associated with permit modifications initiated by the Contractor.

A complete copy of all the M.G.L. Ch. 131 Determination of Applicability applicable to this project is included in this IFB for reference. All requirements shall be in full force and effect on the contractor and his construction activities as if they had been issued directly to the "Contractor" as the "Applicant" by the Leicester Conservation Commission.

The Contractor shall be required to notify the Conservation Agent at least 48 hours in advance, counting Mondays through Wednesdays only, of work at each location. Contractor shall be required to read and sign the Orders of Conditions included in APPENDIX B of this IFB. This work includes, but is not necessarily limited to, all aspects of the Determination of Applicability provided in APPENDIX B of this IFB.

The Contractor is advised that no additional compensation will be allowed for work required to establish, achieve, and maintain compliance with the Determination of Applicability, as payment for the work shall be included in the respective bid items.

Special Notice to Bidders

The bidder's attention is directed to the following:

All salvageable and reusable materials, as determined by the Town of Leicester, generated by the project and not otherwise used onsite by the contractor, as approved by the Town, including but not limited to pavement millings, reusable granite curb, and reusable gravel base materials, excavated from construction shall become the property of the Town of Leicester. The material shall be removed from the job site and delivered to the Leicester Highway Department facility located at 59 Peter Salem Road (approximately 2.0 miles from Leicester Town Hall via Route 56 to Peter Salem Road).

The Contractor shall coordinate the delivery of these materials with Dennis Griffin, Highway Superintendent at Leicester Highway Department.

No separate payment will be made for this work; all costs in connection therewith shall be included in the prices bid for this Contract item.

All other materials removed during excavation including, but not limited to, asphalt, concrete, stumps etc., shall become the property of the Contractor and shall be removed from the job site and legally disposed of by the Contractor. No separate payment will be made for this work; all costs in connection therewith shall be included in the respective unit bid prices under this Contract.

Special Notice to Bidders

The bidder's attention is directed to the following:

The Contractor shall be responsible for the installation of adequate safety precautions for the protection of the travelling public and his own personnel.

The Contractor shall provide, install, position, reposition, and maintain traffic cones for traffic control for the protection of the travelling public and working personnel during construction operations.

All work must conform to an approved traffic plan and the *Manual on Uniform Traffic Control Devices (MUTCD)*.

Traffic cones shall be in good condition and sufficiently ballasted as determined by the Engineer. Any cones damaged by traffic shall be immediately replaced. The Contractor shall keep an adequate supply of spare cones on hand to replace any damaged cones.

Cones shall not be left in operating position in the Town operated ROW when the days operation have ceased. If it becomes necessary for the Town to remove any cones from the project due to negligence by the Contractor, all cost for this work will be charged to the Contractor.

The use of traffic cones for traffic control shall be considered incidental to all associated work activity in this Contract with no additional compensation provided to the Contractor.

Special Notice to Bidders

The bidder's attention is directed to the following:

In response to the uncertainty of liquid asphalt, Portland cement, diesel fuel, gasoline, structural steel, and reinforcing steel prices, and in accordance with the requirements of Chapter 303 of the Acts of 2008 in the state of Massachusetts, the Town of Leicester is including provisions to make adjustments accounting for the prices in effect at the time the work is performed. Please review Items 999., 999.400 and 999.600 for the relevant details.

The base price for these items shall be set at the bid opening.

Special Notice to Bidders

ABUTTER NOTICES

All work assignments shall require 48-hour advance abutter notices. The contractor shall be required to distribute and post notices to all project or work task impacted abutters as directed by the Town during the course of work. The Town shall prepare and provide printed notices and copies to the contractor for distribution by the contractor.

ADDITIONAL ABUTTER NOTICES

Additional abutter notices may be required for work tasks taking greater than four (4) consecutive workdays and/or for each work week of traffic disturbance. As may be required by the Town, the contractor shall be required to distribute and post notices to all project or work task impacted abutters as directed by the Town during the course of work.

The Town shall prepare and provide printed notices and copies.

Where required, these notices shall be in addition to the 48-hour advance abutter notice defined above.

The cost of distributing and posting up to ten (10) separate notices shall be included and shall be incidental to the work and be provided at no additional cost to the Town.

TOWN OF LEICESTER**Resurfacing and Related Work on Various Pavement Segments**

All work done under this contract shall be in conformance with the *Commonwealth of Massachusetts Department of Transportation (MassDOT) Standard Specifications for Highways and Bridges* dated 2021, and the *Standard Special Provisions* contained in this book; the *2017 Construction Standard Details*, the *1996 Construction and Traffic Standard Details* (as relates to traffic standard details only); the *2009 Manual on Uniform Traffic Control Devices (MUTCD)* with *Massachusetts Amendments*; the *1968 Standard Drawings for Traffic Signals and Highway Lighting*; the latest edition of *American Standard for Nursery Stock*; and the Plans and these Special Provisions.

SCOPE OF WORK

The work under this contract consists of furnishing the necessary labor, materials, and equipment required to perform the work described below, as well as all other related work incidental to a project of this nature. This shall include but is not limited to the following:

Roadway widening for Washburn Square including full depth pavement construction, new curb, and sidewalk reconstruction including inside the historical common.

Sidewalk construction along East side of Paxton Street from Main Street to Winslow Avenue.

New curb and sidewalk reconstruction on the South side of Winslow Avenue from Paxton Street to the school crossing.

High visibility crosswalk installation.

Application of thermoplastic pavement markings for areas where new curb was constructed and for shared used path on Washburn Square.

Construction/installation of new catch basin on Winslow Avenue and connection to existing drainage system as indicated on plans.

Coordination with the Town Water and Sewer Departments is required for all water and sewer work, respectively.

The Town reserves the right to increase or decrease the scope of work, through adding or removing streets, sidewalks, or quantities, as necessary.

ENGINEERING DIRECTIVES

Contractors can access MassDOT, Highway Division Engineering Directives at:

<http://www.mass.gov/massdot/highway>

Select Doing business with us

Select Design/Engineering

Select Engineering & Policy Directives

Select Engineering Directives

PERSONAL PROTECTIVE SAFETY EQUIPMENT FOR CONTRACTOR PERSONNEL

The Contractor is responsible to ensure that all personnel, including all subcontractors, working on the project are issued and are wearing all necessary personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hardhat and a safety vest, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state, and federal requirements in effect. Safety equipment shall be provided at no additional cost to the Town of Leicester.

CONTRACTOR/SUBCONTRACTOR CERTIFICATION – CONTRACT COMPLIANCE (Revision 03-23-10)

Pursuant to 23 C.F.R. § 633.101 *et seq.*, the Federal Highway Administration (FHWA) requires each contractor to “insert in each subcontract, except as excluded by law or regulation, the required contract provisions contained in Form FHWA-1273 and further requires their inclusion in any lower tier subcontract that may in turn be made. The required contract provisions of Form FHWA-1273 shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the requirements contained in the provisions of Form FHWA-1273.” The prime contractor shall therefore comply with the reporting and certification requirements provided in MassDOT’s CONTRACTOR/SUBCONTRACTOR CERTIFICATION Form (DOT-DIST-192) certifying compliance with 23 C.F.R. § 633.101 for each subcontract agreement entered into by the contractor. The contractor shall provide a fully executed original copy of said CONTRACTOR/SUBCONTRACTOR CERTIFICATION Form to MassDOT upon execution of any subcontract agreement. Failure to comply with the reporting and certification requirement of the CONTRACTOR/SUBCONTRACTOR CERTIFICATION Form may result in action against the prequalification status of the prime contractor with MassDOT.

PROTECTION OF UNDERGROUND FACILITIES

The Contractor's attention is directed to the necessity of making his own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, etcetera, will occur.

The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number for each location prior to disturbing existing ground in any way. The telephone number of the Dig Safe Call Center is 1-888-344-7233.

DISPOSAL OF EXCESS MATERIAL

Surplus materials obtained from any type of excavation, and all existing and other materials not required to be removed and stacked or needed for use on the project, as determined by the Engineer, shall become the property of the Contractor, and disposed of subject to the regulations and requirements of local authorities governing the disposal of such materials, at no additional compensation. This shall include, but is not limited to, roadway asphalt, concrete, and stumps. All excess materials shall be removed by the end of each workday. Stockpiling of excess materials on Town property shall not be permitted.

DISPOSAL OF SURPLUS MATERIAL

All existing and other materials not required or needed for use on the project, and not required to be removed, stacked, and delivered to the Town of Leicester shall become the property of the Contractor and shall be removed from the site during the construction period and legally disposed of. No separate payment will be made for this work; all costs in connection therewith shall be included in the prices bid for various Contract items. All surplus materials shall be removed by the end of each workday. Stockpiling of surplus materials on Town property shall not be permitted.

ARCHITECTURAL ACCESS BOARD TOLERANCES

The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current Architectural Access Board (AAB)/Americans with Disabilities Act (ADA) rules, regulations, and standards.

All construction elements in this project associated with sidewalks, walkways, wheelchair ramps and curb cuts are controlled by 521CMR – Rules and Regulations of the AAB.

The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope nor for dimensions less than the minimum dimensions.

Contractors shall establish grade elevations at all wheel chair ramp locations and shall set transition lengths according to the appropriate table in the Construction Standards (or to the details shown on the plans).

All wheelchair ramp joints and transition sections which define grade changes shall be formed, staked, and checked prior to placing cement concrete. All grade changes are to be made at joints.

WHEELCHAIR RAMPS AND SIDEWALKS

Any wheelchair ramps and/or sidewalks not built to AAB/ADA specifications widths and slopes as directed by the Town shall be replaced at the contractor's expense at no additional cost to the Town. In addition, any wheelchair ramps found within the proposed limits found to be out-of-compliance after construction is complete, shall be the responsibility of the Contractor to correct with no additional charge to the Town.

ASPHALT BINDER

To allow an efficient transition from viscosity graded Asphalt Cement (AC) specifications to performance graded Superpave Binder (PG) specifications (non-modified binder), MassDOT is replacing AC graded products with PG binder as follows:

Projects requiring AC-20 will be constructed using PG 64-28

Projects requiring AC-5 will be constructed using PG 52-34

The Contractor shall follow existing mix design requirements and produce the hot-mix using the required grade of PG binder.

The binder supplier shall provide MassDOT with PG test results and a certification of the PG binder grade when PG binder is substituted for AC grade asphalt. This testing and certification shall be based on the existing lot numbering system.

The binder supplier shall not mix AC and PG binders in the same tank, unless tested and re-certified to meet the specified grade.

Performance-Graded asphalt shall not have a higher temperature grade than specified without prior approval.

LOCATION

The work referred herein consists of sidewalk reconstruction and road widening on Washburn Square and within the historic common, sidewalk construction on the east side of Paxton Street from Main Street to Winslow Avenue, and sidewalk reconstruction along the south side of Winslow Avenue from Paxton Street to school crossing in the Town of Leicester, MA.

TOWN OF LEICESTER CONTACT

The contact person for this project is Dennis Griffin, (508-892-7021) Highway Superintendent with the Town of Leicester Highway Department.

MATERIALS REMOVED AND STACKED

The Contractor shall carefully remove and deliver these materials to the Leicester Highway Department facility located at 69 Peter Salem Road. The Contractor shall coordinate the stacking of materials with Dennis Griffin, Superintendent of Leicester Highway Department (508) 892-7021.

All items delivered to the Leicester Highway Department shall be signed for by the Highway Department on delivery slips prepared by the contractor. The original, signed, delivery slip shall be provided to Dennis Griffin, Superintendent of Leicester Highway Department located at 59 Peter Salem Road in Leicester Massachusetts.

Payment for replacement items in this Contract shall be contingent upon the Town of Leicester taking acceptance of the old materials removed, stacked, and delivered with the original, signed, delivery slips.

The Contractor shall furnish all necessary equipment and labor for loading, transporting, unloading, and neatly stacking all materials as called for in the contract documents and as directed by the Leicester Highway Department.

ACCESSIBILITY DURING CONSTRUCTION

Only one side of a street may be excavated at any time and the wheelchair ramp/sidewalk shall be replaced prior to excavating the opposite wheelchair ramp/sidewalk.

The Contractor is required to keep all driveways and streets open and accessible at all time during construction.

The Contractor is required to provide safe access to all residences, stores, and business establishments during construction operations. Access must be provided in accordance with the ADA and always maintained. The Contractor is required to maintain a minimum four-foot (4') clear sidewalk. When work makes sidewalk closure unavoidable the sidewalk may be closed upon approval of the Town. During sidewalk closure two (2) "Sidewalk Closed – Use Other Side" signs, see MUTCD sign R9-10, must be posted on either side of the site at the nearest intersecting street corners. Signs shall be 48"x24" conforming to MUTCD requirements for signage. Failure to provide the required access could result in violations, fines, and project termination. All such violations and fines shall be the responsibility of the contractor.

The Contractor is required to place temporary hot mix asphalt (HMA) at all wheelchair ramps and driveways after cold plane operations. The HMA shall be placed and compacted to provide a temporary transition until permanent paving is placed at final grade. HMA for this purpose shall be incidental to the Contract with no additional compensation due to Contractor.

COMPLIANCE CERTIFICATION

The Leicester Highway Department will make sites visits, as necessary, to take measurements at each newly constructed wheelchair ramp under this contract to ensure compliance with AAB/ADA standards and for Town of Leicester acceptance.

PROVISIONS FOR TRAVEL AND PROSECUTION OF WORK

The Contractor shall prosecute his/her work such that all the work is completed within 90 calendar days of notification to begin construction unless notified in writing and accepted by the Town of Leicester. The Contractor shall construct designated wheelchair ramps prior to milling and resurfacing operations unless notified in writing and accepted by the Town of Leicester.

The Contractor shall perform work such that both pedestrian and vehicular traffic will be maintained over and through the work site with a maximum of safety and convenience in accordance with the provisions of Section 7.09, Public Safety and Convenience of the MassDOT.

At the completion of each days work, the Contractor is to move all equipment and materials off the roadway and open it completely to traffic.

Traffic management control strategy is necessary for the safe, continuous movement of traffic during construction operations. During construction, traffic will be allowed to use at least one 11' lane in each direction, unless approved otherwise in writing, using signs, reflectorized drums and police officers. Minimum standards should be maintained, day and night, for signs, lighting devices, markings, barricades, and channelization as included in Part VI of the 2003 MUTCD.

The Contractor shall submit a work Progress Schedule to the Town, for review and approval, before any work is started. In preparing the Progress Schedule, the Contractor shall maintain two-way traffic on all roadways during non-work hours. The contractor as part of this requirement shall provide the Town of Leicester with an electronic copy of the schedule and a copy of the scheduling software used. The Contractor shall provide updated schedules as requested by the Town of Leicester, but not less than once a month, and includes providing an electronic update to the schedule.

The Contractor shall provide Traffic Management Plans for lane closures for the Town's review and approval. All traffic control devices shall be implemented in conformance with the 2003 MUTCD. Traffic Management Plan shall be prepared by a Registered Professional Engineer in the state of Massachusetts.

The Contractor is responsible to restore areas used for site access to their previous condition, which costs shall be considered incidental to the various Contract pay items, unless specific restoration work items are shown on the Contract Documents.

TRAFFIC CONTROL

Traffic control shall comply with the applicable sections of Part VI of the Manual on Uniform Traffic Control Devices. Sign placement shall conform to the applicable sketches herein and/or as shown in said Part VI.

Signs and supports used for traffic control near or on the traveled way shall meet the criteria set forth in the National Cooperative Highway Research Program (NCHRP) Report 350.

The Contractor shall provide and use the appropriate warning devices, barricades, drums, signs, special lighting units, special apparel, etc., in accordance with the provisions of Section 850, Traffic Controls for Construction and Maintenance Operations in the performance of the work and as directed by the Town of Leicester.

In general, work areas on this project shall not be left overnight without adequate protection. Enough traffic cones, drums, barricades, and hazard warning lighting devices shall be placed and maintained as necessary and approved, or where and when directed by the Town of Leicester.

Work hours are subject to revision by the Town of Leicester's Highway Department.

Typical traffic control and safety plans for each work site shall be submitted for approval at least seven (7) days in advance of proposed work. The cost of preparing traffic control and safety plans shall be incidental to the work and

shall be provided at no additional cost to the Town. All construction/work zone signage shall be in place at least 48 hours prior to beginning work and shall be approved by the Leicester Highway Department Superintendent at least 24 hours to beginning work.

The repair of any damage to the Town of Leicester's Traffic Signal Systems caused by the Contractor shall be the sole responsibility of the Contractor and must be reported immediately to the Town of Leicester's Highway Department. Any repairs must be made by an approved Signal Contractor and **MUST BE** verified by the Town prior to backfilling. The repair shall be made at the sole expense of the Contractor with no additional cost to the Town of Leicester.

TRAFFIC MANAGEMENT PLANS

If the contractor's operations require work within the travel way or disturbances to traffic of any kind project Traffic Management Plans shall be prepared and submitted by the Contractor, without additional compensation. Where temporary full lane closures are needed on any roadway or if work on any roadway with greater than 3,000 vehicles per day is required, the Contractor, without additional compensation, shall provide a detailed Traffic Management Plan prepared by a Registered Professional Engineer in the state of Massachusetts. The plans shall be signed and stamped by a Massachusetts Registered Professional Engineer and delivered to the Town of Leicester's Highway Department prior to the beginning of any construction.

At a minimum, the Contractor shall be required to submit his/her traffic management plan proposed for work along Washburn Square, Paxton Street, and Winslow Avenue.

Traffic Management Plans must be approved by the Town prior to advance traffic construction/work zone signage setup.

All construction/work zone signage shall be in place at least 48 hours prior to beginning work and shall be approved by the Leicester Highway Superintendent at least 24 hours to beginning work.

No separate payment will be made for this work; all costs in connection therewith shall be included in the prices bid for various Contract items.

PUBLIC CONVENIENCE AND SAFETY

When in the judgment of the Town of Leicester construction operations constitute a hazard to traffic in an area, the Contractor may be required to suspend operations during certain hours and remove their equipment from the roadways.

The Contractor, without additional compensations, shall be required to provide access to all abutters during the prosecution of the work, except for such periods and at such locations as authorized in writing by the Town of Leicester.

STREET OPENING PERMIT

Contractor is required to obtain and secure street opening permit(s) from the Town of Leicester's Highway Department for each street separately. Street Opening Permit fees shall be waived by the Town of Leicester for work under this contract.

RESIDENT ACCESS DURING CONSTRUCTION

The Contractor shall maintain access/egress for all abutters. Leaflets must be distributed to all property owners within the project limits. The contractor must contact the Leicester Highway Department 48 hours prior to commencing any work at any location.

WEEKLY CONSTRUCTION MEETING

The Town will schedule weekly meetings to be attended by the contractor and all subcontractor's foreman working on any particular week. The cost of attending meetings shall be incidental to the work and be provided at no additional cost to the Town.

PRICE ADJUSTMENT

Due to the uncertainty of liquid asphalt, Portland cement, diesel fuel, gasoline, structural steel, and reinforcing steel prices, and in accordance with the requirements of Chapter 303 of the Acts of 2008, this contract uses special provisions available at the links below.

<http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about>

ABUTTER NOTICES

The contractor shall be required to distribute and post up to ten (10) notices to all project abutters as directed by the Town during the course of work. The Town shall provide necessary notices and copies. The cost of distributing and posting notices shall be incidental to the work and be provided at no additional cost to the Town.

The Contractor shall notify the Town at least 48 hours in advance of the beginning of any work at each location.

The Town will prepare a written notice for distribution by the Contractor to all abutters affected at each work area at least 48 hours in advance of the Contractor commencing work.

The cost of distributing and posting up to ten (10) separate notices shall be included and shall be incidental to the work and be provided at no additional cost to the Town.

NOTICE TO OWNERS OF UTILITIES AND RELEVANT CONTACTS

Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one week in advance of such operations. The Contractor shall, at the same time, file a copy of each notice with the Town.

Before the Contractor begins on any work or operation that might damage subsurface structures, they shall carefully locate all such structures and conduct his operations to avoid any damage to them.

The following are the names and addresses of the utilities presumed to be affected and the relevant contacts, but the completeness of the list is not guaranteed:

OWNERS OF UTILITIES

The following are the names and addresses of the utilities presumed to be affected, but the completeness of the list is not guaranteed.

Utility Pole Set Responsibility: Verizon/National Grid Gas

Electric

National Grid
40 Sylvan Road Floor E3.741
Waltham, MA 02451
Michael Mokey
(781) 907-3527 (781) 907-1683

Gas

National Grid
40 Sylvan Road Floor E3.741
Waltham, MA 02451
Matt Pitta

Leicester Conservation Commission

Leicester Town Hall
3 Washburn Square
Leicester, MA 01524
Stephen Parretti, Chair
(508) 829-7007

Leicester Water & Sewer

Leicester Water Supply District
124 Pine Street
Leicester, MA 01524
Joseph H. Wood, Superintendent
(508) 892-8484

Telephone

Verizon
1166 Shawmut Ave
New Bedford, MA 02746
Karen Nunes
(508)991-3522

Railroad

No Railroad

Fire

Leicester Fire Department
3 Paxton Street
Leicester, MA 01524
Robert Wilson, Chief

Leicester Highway Dept. & Tree Warden

Dennis Griffin
59 Peter Salem Road
Leicester, MA 01524
(508) 892-7021

Cable

Charter Communication (part)
640-D Lincoln Street
Worcester, MA 01605
David Poplawski
(508) 853-1515, x76051, (800) 634-1008

Designer

Robbie Burgess, P.E., PTOE
11 Beacon Street
Boston, MA 02108
(617) 348-3311

SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS

(Supplementing Subsections 850.21 and 850.61))

Safety controls for construction operations shall be done in accordance with the relevant provisions of Section 850 of the Standard Specifications, the Manual on Uniform Traffic Control Devices, the Traffic Management Plan, and the following:

The providing of safety controls for construction operations shall be considered incidental to this contract and the costs for safety controls shall be included in the unit bid price for those contract items requiring such controls.

Positioning, adjusting, and re-positioning of all devices such as traffic cones, high level warning devices, etc., not otherwise classified and paid for under other items in this contract, is considered incidental and no separate payment will be made.

ADJACENT CONTRACTS

The Contractor shall carry out his work concurrently with any other work being done on other contracts or work (if any) adjacent to or within the project limits. The Contractor must provide for all possible cooperation toward the satisfactory completion of the work with a minimum of delay and inconvenience. Where necessary and insofar as possible, the Contractor shall permit other Contractors free and unobstructed passage through the project area. He shall have no claim against the Town of Leicester or any of their officers, agents, or employees for delay during this work.

MISCELLANEOUS CEMENT CONCRETE WORK

Cement concrete placed for collars around drainage structures, gate boxes, for trench caps, or in conjunction with new or reset curb or edging shall be placed at the same grade and cross-slope as the adjacent pavement so that the hot mix asphalt will have full and uniform thickness. The surface of the cement concrete shall be given a wood float finish and shall be free of honeycomb or excessive roughness.

The cement concrete shall be cured according to the applicable provisions of the Standard Specifications, Section 476. Asphalt Emulsion shall be applied to cement concrete prior to paving.

SAWCUTS

Sawcuts shall be made in existing pavement in areas at proposed limits of cold plane and overlay areas, driveway aprons, and wheelchair ramps, and at all drainage or other utility trenches that are made in pavement areas.

The existing asphalt pavement shall be sawcut through its full depth unless otherwise directed. Sawcut edges shall be straight, vertical, and uniform.

TACK COAT & JOINT SEALANT REQUIREMENTS

Where paving operations are required tack coat shall be applied liberally on all milled and existing binder pavement surfaces. All vertical edges/joints shall have hot poured rubberized asphalt applied prior to new HMA inlay. This includes all saw cut joints, new pavement joints (i.e., the center of the road between pavement passes) and at the new bituminous curb joint. It is critical that these joint areas received specific detailed attention along their entire length as they are the first areas that will fail over time.

Tack coat shall be applied at a residual binder amount on the pavement between 0.05 to 0.07 gallons per square yard. Use the lower application rate between new lifts and the higher application rate on milled and existing binder surfaces. This amounts to a very thin application that needs to be carefully applied uniformly over all surfaces. Massachusetts uses RS-1 and CRS-1 type asphalt emulsions for tack coating.

Tack coat shall be allowed to dry from a brown color to a black color prior to paving.

ENVIRONMENTAL PERMITTING

If field conditions and/or erection, demolition, storage, or other procedures not originally allowed by existing environmental permits require work to occur in or otherwise impact water or wetland resource areas, the Contractor is advised that no associated work can occur until all required environmental permits have been either amended or obtained allowing such work. The Contractor must notify the Town in writing at least 60 days prior to desired commencement of the proposed activity. All environmental submittals, including any contact with Local, State, or Federal environmental agencies, must be coordinated with the Town. The Contractor is expected to fully coordinate with requests for information and provide the same in a timely manner. The Contractor is further advised that the Town will not entertain a delay claim due to the time required to modify or obtain the environmental permits.

WORK SCHEDULE

All work shall be performed during hours of operation as determined by the Town. The work shall be performed during an 8-hour day, 5-day week according to Permit Requirements of the Town. All work shall include the prime Contractor and all subcontractors working on the same shift.

No work shall be done on this contract on Saturdays, Sundays, or Holidays. Work will not be allowed the day before or the day after a long weekend involving a holiday without prior approval by the Town.

The Town may impose peak hour work restrictions as determined to be necessary by the Town or the Police Department.

All lane closures must be approved, by the Town of Leicester, in advance. Set-up and removal of all equipment and materials for construction and / or traffic maintenance shall be done only during working hours for the work being done. The roadway shall be free of the Contractor's personnel and operations during non-work hours.

Before starting any work on this contract, the Contractor shall submit a schedule of operations.

For any work involving the displacement of parking the Contractor shall post the affected area with "Tow Zone" "No Stopping" Signs (T-23). **All signs must be posted 48 hours in advance of work on any street.**

Contractor shall be required to obtain permits from the Town of Leicester's Highway Department for each individual street prior to the commencement of work.

All Traffic Management, parking notices and permits required to complete the work shall be considered incidental to the work items. No separate payment will be made for this work; all costs in connection therewith shall be included in the prices bid for various Contract items.

PAVEMENT MARKINGS

The Town will not provide a line of reference for establishing the pavement markings except for crosswalks. Crosswalks will be shown on sketches. It shall be the responsibility of the Contractor to reference and record all existing pavement markings, their locations, and dimensions for reproduction after final paving. The recording shall be done prior to any other work on the project and copies given to the Town. The cost associated with recording the existing pavement markings shall be incidental to the work.

CONTRACT QUANTITIES

All quantities specified are estimated. Contractor shall be paid for the actual quantities of contract items complete, installed and approved and accepted in writing on delivery slips signed by the Highway Department.

Bid Preparation

The Bidder must satisfy himself by his own investigation and research regarding all conditions affecting the work to be done, and the labor and equipment needed to complete the work in accordance with these specifications.

Bid Forms

All bids shall be submitted on the Bid Form Sheet and signed correctly with ink and by the person having legal authority to do so. In addition, the person signing the proposal shall provide his title and the address and telephone number of the firm.

Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed electronically, mailed, or faxed to all bidders on record as having picked up the IFB from the Town. Contractor's shall be responsible for contacting the Town to verify that they have received all addenda issued, for familiarizing themselves with all addenda requirements and inclusion of all requirements into their bid prices.

Inspection of Equipment and Materials

The Owner / Town or his representative shall inspect all equipment and materials to be used in the performance of work prior to the contractor beginning work.

Inspection of Work

The Owner / Town or his representative shall inspect the work and give directions pertaining to the work or pertaining to the safety and convenience of the public. The Contractor shall notify the Town or their representative of the time of starting work, interruptions, and delays. If the work done or any part thereof is not acceptable, the Superintendent shall immediately notify the Contractor in order that it may be resolved as soon as possible.

Subletting or Assignment of Contract

The Contractor shall keep the work under his personal control and shall not assign by power of attorney or otherwise or sublet the work or any part thereof without written approval of the Town.

Right to Waive and Reject Defects in the Bids

The Town reserves the right to reject all bids, to waive any informality in the bids received and accept the bid, which it deems to be most favorable to the interest of the Town. Bids, which are not complete, clean, and concise, may be rejected as informal.

Qualifications of Bidders

The successful bidder must be pre-approved by the Massachusetts Department of Transportation Highway Division.

No bids will be accepted from any party which the Town suspects of being irresponsible or unreliable. The Town has the right to request any Bidder to supply proof that he is financially capable and thoroughly experienced to complete the proposed work according to the contract documents. The Town may make such investigation as deemed necessary to determine the ability of the Bidders to perform the work, and the Bidders shall furnish to the Town all such information and data for this purpose as the Town may request. No award will be made to any Bidder who cannot meet all the following requirements:

- A. Contractor shall not have defaulted on any contract within three years prior to the bid date.
- B. Contractor shall maintain a permanent place of business in Massachusetts.
- C. Contractor shall have adequate personnel and equipment to perform the work expeditiously.
- D. Contractor shall have suitable financial status to meet obligations incident to the work.
- E. Contractor shall have appropriate technical experience satisfactory to the Town in the class of work involved.
- F. Contractor shall be registered with the Secretary of State of the Commonwealth of Massachusetts to do business in Massachusetts.
- G. Contractor shall not have failed to perform satisfactorily on contracts of a similar nature.
- H. Contractor shall not have failed to complete previous contracts on time.

- I. Contractor shall not have received any negative comments from prior work references contacted by the Town, or its agent deemed significant enough by the Town to not award the contract to said Contractor.

The Town reserves the right to reject any bid if the foregoing requirements are not satisfied or if any other evidence fails to satisfy the Town that such Bidder is properly qualified to carry out and to complete the work contemplated therein. Conditional or qualified bids will not be accepted.

The Bidder and his/her subcontractors shall also be required to meet the additional technical qualification requirements as specified in the specifications.

Quality

It is the contractor's responsibility to ensure that all materials for the Town of Leicester shall meet the appropriate industry standards and the "Standard Specifications for Road and Bridge Construction" of the Commonwealth of Massachusetts and the standards included in the Department of Public Works Standard Specifications.

Award

The Town reserves the right to reject any or all bids or to make such awards as it may deem necessary for the best interest of the Town and to award individual items to individual Bidders or the entire set of materials to any Bidder.

In the event of an equal bid the Town of Leicester reserves the right to divide the award among two or more in the best interest of the Town or select the most responsive and responsible bidder as determined by the Town to be in the best interests of the Town. All bids shall be good for the entire contract period inclusive of any contract period extensions as may be required.

In the event that the lowest responsible and responsive Bidder is unable to perform, the second lowest responsive and responsible Bidder would be called upon to continue contract. Bid prices are expected to be held or Bidder would hold price.

There will be one contract awarded based upon price. Contract will be awarded to the most responsive and responsible bidder offering the lowest price total for all items.

References

The lowest Bidder shall provide at least three municipal contract references. Failure to provide acceptable references will be grounds to reject the bid. The Town will research all references. Any "unfavorable" reference could be cause for disqualification.

BID BOND:

Bids shall be in accordance with Massachusetts General Laws Chapter 30, Section 39M. A bid deposit in the form of a bid bond, or cash, or a certified check, or a treasurer's check shall accompany each bid or cashier's check issued by a responsible bank or trust company payable to the Town of Leicester. Such bid deposit shall be not less than five (5%) percent of the value of the proposed work, as estimated by the awarding authority. If the lowest responsible and responsive Bidder is unable to perform, s/he shall forfeit the entire value of their bid deposit to the Town. The second lowest responsive and responsible Bidder would then be called upon to continue contract. Bid prices are expected to be held or Bidder would hold. Upon award and signing of the contract, the bid deposit will be returned to the Bidders.

LABOR AND MATERIAL BOND (PAYMENT BOND):

Bids shall be in accordance with Chapter 149, Section 29. The successful low Bidder upon award of the contract shall submit a Labor and Material "Payment Bond" for not less than fifty percent (50%) of the estimated contract amount.

LIQUIDATED DAMAGES:

Time is of the essence of this Contract. If the Contractor shall neglect, fail, or refuse to complete all work within the time specified for "The Final Completion Date", then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, as liquidated damages and not as a penalty, the sum of *seven hundred and fifty dollars (\$750)* per day for each calendar day beyond: "The Final Completion Date" set forth in the Agreement that the Contractor fails to achieve Completion for the Project. The said amount is fixed and agreed on by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time, such as loss of revenue, service charges, interest charges, delays caused to other construction activities of Owner by failure to perform this Contract, and other damages, some of which are indefinite and not susceptible of easy proof, said amount is agreed to be a reasonable estimate of the amount of damages which the Owner will sustain and said amount shall be deducted from any monies due or that may become due to the Contractor, and if said monies are insufficient to cover said damages, then the Contractor shall pay the amount of the difference.

MassDOT Prequalification

MassDOT prequalification of the contractor in all required categories pursuant to MassDOT's Massachusetts General Laws Chapter 90 municipal funding and reimbursement requirements.

Project Funding

Contract award pending availability of Town funding.

Project Timeline

After the required legislative approval of funding is in place, a determination will be made, and the contract will be prepared and sent for signatures within 1 week of bid opening. Contracts shall be signed and returned to the Town as expeditiously as possible so that construction shall begin within 2 weeks after the contract has been sent for signatures. Construction shall commence within 3 weeks of the bid opening and shall be completed within ninety calendar days of contract award. If the contractor initially awarded the bid cannot meet this timeline the contract will be given to the next qualified bidder.

Insurance

Before starting the work, the Contractor shall supply the Town of Leicester with insurance certificates covering public liability, property damage and worker's compensation, which will protect the Contractor from claims for damages that may occur as a result of the performance of the work specified herein for the Town of Leicester. The limits of such insurance shall be as follows:

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

Plus any other insurance coverage noted in the sample contract provided in Attachment A.

Insurance certificates shall show the Town of Leicester to be an additionally named insured on all policies pertaining to the work to be performed. All policies shall be written by companies qualified to do business in Massachusetts.

PRE-CONSTRUCTION CONFERENCE

Following awarding of the contract, a pre-construction conference will be held at a location and on a date to be determined by the Town of Leicester. At the pre-construction conference the Contractor will be required to submit a proposed schedule of operations and equipment in writing to the Town for review and approval.

Public Convenience and Safety

The Contractor shall be responsible for the maintenance of traffic through and about the work included in the contract with the maximum of safety and practicable convenience to traffic. He shall take all precautions for property in or about the work. The convenience of the general public shall be provided for in an adequate and satisfactory manner. Both the Town of Leicester Highway and Police Departments shall be notified before the start of each day's work and as to its location.

Responsibility for Damage Claims

The Contractor shall indemnify and save harmless the Town of Leicester and all its officers, agents, and employees against all suits, claims or liabilities of every name and nature, for or on account of any injuries to persons or damage to property arising out of or in consequence of the acts or omissions of the Contractor in the performance of the work covered by the contract.

Wages and Labor

Attention is called to the requirement that all bids for Public Works must be made subject to the provision of the General Laws of the Commonwealth of Massachusetts, Chapter 149.

Contract Period

Bid price shall be in effect for the period of Fiscal Years 2021 and 2022, unless extended as per Massachusetts General Laws.

Certified Payroll

The Contractor shall submit certified payroll each week, and no payment under this contract is allowed without such certified payroll.

Guarantee

The contractor guarantees that the work and services to be performed under the contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the drawings, specifications, and contract, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the specifications shall be fulfilled. This guarantee shall be for a period of one year from the date of beneficial occupancy by the Town of Leicester. "Beneficial occupancy" is defined as the date in which the Town of Leicester begins usage of the systems after satisfactory testing of the systems and operator training and receipt by the Town of Leicester of all manuals and as built plans as required by the specifications.

If at any time within the said period of the guarantee, except for an emergency, any part of the work requires repairing, correction or replacement, the Town of Leicester may notify the contractor in writing to make the required repairs, correction, or replacements. If the contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the owner within three (3) days from the date of receipt of such notice or having commenced fails to prosecute such work with diligence, the Town of Leicester may employ other persons to make the same, and all direct and indirect costs of making said repairs, corrections, or replacements, including compensation for additional professional services, shall be paid by the contractor.

ADDITIONAL REQUIREMENTS

All materials and equipment shall be pre-approved prior to installation or use of by the Leicester Highway Superintendent or his/her authorized representative, under the specifications or as noted herein.

Minimum wages to be paid shall be in accordance with schedule of wages submitted by the Department of Labor and Industry and can be found in Appendix C.

The Contractor shall carry insurance covering Workman's Compensation and Contractors Liability and furnish evidence of same when contract is awarded.

The Highway Department Superintendent reserves the right to increase or decrease the quantities, as deemed necessary and to reject any or all bids received.

All damaged and altered areas disturbed by the Contractor's operations shall be restored to pre-existing conditions at no additional cost to the Town.

The Town shall be the sole judge of the fitness, experience, and reliability of the bidders.

The Town reserves the right to reject any or all bids, wholly or in part, and to make awards deemed to be in the best interest of the Town.

Violation by the contractor of any of the various provisions and specifications of the contract could result in immediate termination of the contract and seizure of all or portions of the payment and performance bonds, respectively, by the Town of Leicester.

Amounts of work given above are approximations only. The amount of work may be altered by the Town at any time.

Prevailing wages as provided under M.G.L. c. 149, s. 26-27D must be paid for all applicable work performed under this contract. Vendors are advised to refer to the attached Wage Rate sheets in Appendix C.

The Town reserves the right to terminate this contract at any time based upon the performance of the Contractor.

BITUMINOUS CONCRETE ITEMS:

This contract calls for the all pavement items to be MassDOT Approved Superpave HMA Mixtures.

CONTRACTOR RESPONSIBILITIES:

Contractor will provide Quality Control and Town will conduct independent Quality Assurance. Price in place per ton shall include:

1. AUTOMATED BATCHING:

Shall be required for all bituminous mix delivered to the job site and a computer print-out shall be supplied indicating the various components of the mixture by weight in the proper sequence and shall indicate the temperature and time of mixing. All material shall be delivered to the job site in covered bodies, shall be spread with a self-propelled mechanical spreader and compacted with a steel wheel roller of not less than 8 tons. The successful Bidder must submit documented evidence from a plant owner or manufacturer of Bituminous Concrete stating the availability of product and miles from the plant to Spencer center. Prices shall be per ton in place as directed, including all work described above.

2. SURFACE PREPARATION:

The Contractor shall insure that no loose materials lie between the existing pavement and new pavement. This is to be done before the tack coat is applied.

3. TACK COAT:

All bituminous concrete overlays shall have a tack coat of RS-1 applied to the existing surfaces prior to the application. The asphalt emulsion shall be diluted with equal parts of water to ensure a light even coverage and shall be applied by a self-propelled asphalt distributor, with recirculating bars, at a rate and method not to exceed 0.05 gallons per square yard, and the ENTIRE surface to be overlaid SHALL BE covered. The asphalt distributor shall be kept on the job site during the entire period of placing the overlays or until dismissed by the Highway Foreman.

4. KEYWAYS:

At all major locations where new pavement meets existing pavements, straight lines will be marked and the asphalt shall be milled. The last 36" of the asphalt to be overlaid shall taper down to a sufficient depth, below the matching grade as to make for the smoothest transition. In "tough to get" areas saw cutting shall be the method of choice. A tack coat shall be applied at all joints.

5. GATES AND SERVICES:

The Contractor shall be responsible to raise existing gas gates and water gates as directed by the Town of Spencer Water Department. In no instance shall asphalt be left covering any gate box or valve.

The Contractor must contact the Spencer Water Department prior to starting any work to locate all existing water services, gates, valves and covers. All gates and services shall be excavated, regardless of depth of cover, to allow for proper adjustment to final grade. All water gates, boxes, covers and water home services shall be adjusted to final grade as directed by the Town of Spencer. The contractor must coordinate final acceptable placement of all risers and covers for water services with the Spencer Water Department. The Spencer Water Department shall have final approval on location and grade of all water services, risers and covers.

6. STRUCTURES:

All cast structures shall be coated with an approved release-agent to prevent the adhesion of asphalt. Each structure shall then be cleaned by the Contractor to expose the structure.

7. HANDWORK:

All minor handwork, i.e. driveway entrances, walk entrances, minor patchwork, shall be included in the per ton in place price and shall be performed within the same application as the street overlay.

8. PAVING EQUIPMENT:

A. Self-propelled paver must be a model equivalent to Barber Greene model #5P140. Self-propelled paver must be equipped to facilitate the installation of monolithic Cape Cod Berm (i.e., paver berm).

B. Two (2) vibratory rollers to be on job site at all times, weight capacity 10 to 14 tons, to be supplied on job site. **A smaller (1 ton) roller should be available for driveway aprons.**

9. SUPERVISION:

Contractor to have supervisor at job site at all times.

10. TECHNICAL:

A. Certified payroll must be submitted with each invoice, typically monthly. Failure to submit will delay payments (no payment without Certified Payroll).

B. **The Contractor shall have, on hand**, the equipment, skilled manpower, and facilities to furnish prompt delivery of material when required.

C. **The Contractor can** certify that all materials we propose to furnish will conform strictly to the Massachusetts Department of Public Works Specifications.

INSPECTION AND ACCEPTANCE: All work done and all materials furnished are to meet with the approval of the Superintendent of Utilities & Facilities.

INSTRUCTIONS TO BIDDERS: The Bidder shall sign his proposal correctly. If made by a firm with a partnership, the name of each member must be given. The Department of Utilities & Facilities reserves the right to accept or reject any or all bids or to make an award deemed to be in the best interest of the Town.

MINIMUM WAGES: The minimum wages to be paid by the Contractor shall be in accordance with the schedule of wages submitted by the Department of Labor and Industry said schedule being a part of this contract and shall continue to be the rate or rates of wages for all employees during the life of the contract. The prevailing wages can be found in Appendix C.

HOURS OF WORK: In the employment of mechanics, teamsters and laborers in the construction of this public work, the Contractor shall give performance to first citizens of the Commonwealth, who have served in the Army or Navy of the United States of America in time of war, and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and secondly, to citizens of the Commonwealth generally, and if they cannot be obtained in sufficient numbers, then to citizens of the United States of America. No laborer, workman or mechanic working within this Commonwealth, in the employ of the Contractor, subcontractor, or other person doing or contracting to do the whole or part of the work contemplated by the Contract, shall be required or permitted to work more than forty-eight hours in any one week, except in cases of extra-ordinary emergency. Every employee in the work covered by this contract shall lodge, board or trade where and with whom he elects, and neither the Contractor nor his agent or employees shall, directly or indirectly require, as a condition of employment therein, that an employee shall lodge, board or trade at a particular place or with a particular person. Citizens of the Town shall be given preference in employment in this work.

PAYMENT: When items of work have been completed and accepted by the Town, as being done according to specification, full payment will be made for each individual item

The Town reserves the right to increase or decrease the estimated quantities of the resurfacing contract, depending on the available funds and scheduling.

The undersigned, as Bidder or Bidders, declare that they are the only persons or parties interested in this proposal as principals; that this proposal is made without collusion with any other person, firm or corporation, that he has carefully examined the location of the proposed work, and the annexed form of contract therein referred to and that he proposes and agrees that he will contract with the Town to provide all the necessary labor, machinery, tools, apparatus, material and other means of construction and to do all the work in the manner prescribed and according to the requirements of the Town as therein set forth, and that he will take, in full payment thereof, the lump sum for items of work approved by the Town.

ESCALATION CLAUSE: See Attachment Document 00811 MASSDOT Special Provisions, Monthly Price Adjustment for Hot Mix Asphalt (HMA) Mixtures, English Units, Revised: 02/02/2009. **The Base Price for Liquid Asphalt for shall be set at the bid opening.**

**WASHBURN SQ, PAXTON ST AND WINSLOW AVE COMPLETE STREETS IMPROVEMENTS
 BID TABULATION**

Item	Description	Unit	Quantity	Unit Price	Extended Price
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Unless otherwise amended by Special Provisions or Contract Drawings, all work and all contract bid items shall conform to the requirements of the applicable "Sections" of the Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges dated 2021, and including any and all amendments or addenda thereto, hereinafter referred to as the "Standard Specifications".

102.511	Tree Protection - Armoring and Pruning	EA	20	\$ 400.00	\$ 8,000.00
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102.511 Extended Price in Words:

Eight thousand dollars and zero cents

105	Stump Removed	EA	6	\$ 600.00	\$ 3,600.00
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105 Extended Price in Words:

Three thousand six hundred dollars and zero cents

120.1	Unclassified Excavation	CY	945	\$ 50.00	\$ 47,250.00
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120.1 Extended Price in Words:

Forty-seven thousand two hundred fifty dollars and zero cents

121	Class A Rock Excavation	CY	1	\$ 400.00	\$ 400.00
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121 Extended Price in Words:

Four hundred dollars and zero cents

129.2	Pavement Excavation	SY	1,715	\$ 7.00	\$ 12,005.00
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129.2 Extended Price in Words:

Twelve thousand five dollars and zero cents

141.1	Test Pit For Exploration	CY	10	\$ 400.00	\$ 4,000.00
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141.1 Extended Price in Words:

Four thousand dollars and zero cents

144	Class B Rock Excavation	CY	5	\$ 400.00	\$ 2,000.00
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144 Extended Price in Words:

Two thousand dollars and zero cents

151	Gravel Borrow	CY	696	\$ 35.00	\$ 24,360.00
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151 Extended Price in Words:

Twenty-four thousand three hundred sixty dollars and zero cents

170	Fine Grading and Compacting	SY	2,944	\$ 7.00	\$ 20,608.00
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170 Extended Price in Words:

Twenty thousand six hundred eight dollars and zero cents

Bidder Company Name
P.J. Keating Company

ADDENDUM NO. 1
 March 19, 2021

**WASHBURN SQ, PAXTON ST AND WINSLOW AVE COMPLETE STREETS IMPROVEMENTS
 BID TABULATION**

Item	Description	Unit	Quantity	Unit Price	Extended Price
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201.5	Catch Basin - Municipal Standard	EA	1	\$ 7,500.00	\$ 7,500.00
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201.5 Extended Price in Words: Seven thousand five hundred dollars and zero cents

220	Drainage Structure Adjusted	EA	8	\$ 275.00	\$ 2,200.00
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220 Extended Price in Words: Two thousand two hundred dollars and zero cents

220.2	Drainage Structure Rebuilt	FT	4	\$ 275.00	\$ 1,100.00
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220.2 Extended Price in Words: One thousand one hundred dollars and zero cents

222.3	Frame and Grate (Or Cover) - Municipal Standard	EA	4	\$ 750.00	\$ 3,000.00
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222.3 Extended Price in Words: Three thousand dollars and zero cents

223.1	Frame and Grate (Or Cover) Removed and Stacked	EA	3	\$ 50.00	\$ 150.00
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223.1 Extended Price in Words: One hundred fifty dollars and zero cents

241.12	12 Inch Reinforced Concrete Pipe	FT	68	\$ 100.00	\$ 6,800.00
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241.12 Extended Price in Words: Six thousand eight hundred dollars and zero cents

358	Gate Box Adjusted	EA	6	\$ 275.00	\$ 1,650.00
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358 Extended Price in Words: One thousand six hundred fifty dollars and zero cents

402	Dense Graded Crushed Stone for Sub-base	CY	60	\$ 54.00	\$ 3,240.00
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402 Extended Price in Words: Three thousand two hundred forty dollars and zero cents

415.2	Pavement Fine Milling	SY	2,147	\$ 6.00	\$ 12,882.00
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415.2 Extended Price in Words: Twelve thousand eight hundred eighty-two dollars and zero cents

Bidder Company Name
P.J. Keating Company

ADDENDUM NO. 1
 March 19, 2021

**WASHBURN SQ, PAXTON ST AND WINSLOW AVE COMPLETE STREETS IMPROVEMENTS
 BID TABULATION**

Item	Description	Unit	Quantity	Unit Price	Extended Price
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431	High Early Strength Cement Concrete Base Course	SY	200	\$ 40.00	\$ 8,000.00
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431 Extended Price in Words: Eight thousand dollars and zero cents

440	Calcium Chloride for Roadway Dust Control	LB	4,310	\$ 0.01	\$ 43.10
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440 Extended Price in Words: Forty-three dollars and ten cents

443	Water for Roadway Dust Control	MGL	1	\$ 100.00	\$ 100.00
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443 Extended Price in Words: One hundred dollars and zero cents

451	Hot Mix Asphalt for Patching	TON	37	\$ 165.00	\$ 6,105.00
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451 Extended Price in Words: Six thousand one hundred five dollars and zero cents

452	Asphalt Emulsion for Tack Coat	GAL	378	\$ 0.01	\$ 3.78
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452 Extended Price in Words: Three dollars and seventy-eight cents

453	HMA Joint Sealant	FT	3,630	\$ 0.01	\$ 36.30
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453 Extended Price in Words: Thirty-six dollars and thirty cents

460.22	Superpave Surface Course - 9.5 (SSC - 9.5)	TON	149	\$165.00	\$ 24,585.00
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460.22 Extended Price in Words: Twenty-four thousand five hundred eighty-five dollars and zero cents

460.23	Superpave Surface Course - 12.5 (SSC - 12.5)	TON	356	\$ 165.00	\$ 58,740.00
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460.23 Extended Price in Words: Fifty-eight thousand seven hundred forty dollars and zero cents

460.31	Superpave Intermediate Course - 12.5 (SIC - 12.5)	TON	152	\$ 165.00	\$ 25,080.00
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460.31 Extended Price in Words: Twenty-five thousand eighty dollars and zero cents

Bidder Company Name
P.J. Keating Company

ADDENDUM NO. 1
 March 19, 2021

**WASHBURN SQ, PAXTON ST AND WINSLOW AVE COMPLETE STREETS IMPROVEMENTS
BID TABULATION**

Item	Description	Unit	Quantity	Unit Price	Extended Price
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460.32	Superpave Intermediate Course - 19.0 (SIC - 19.0)	TON	231	\$ 165.00	\$ 38,115.00
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460.32 Extended Price in Words: Thirty-eight thousand one hundred fifteen dollars and zero cents

482.3	Sawcutting Asphalt Pavement	FT	3,300	\$ 1.00	\$ 3,300.00
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482.3 Extended Price in Words: Three thousand three hundred dollars and zero cents

504.2	Granite Curb Type VA4 - Splayed End	EA	11	\$ 600.00	\$6,600.00
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504.2 Extended Price in Words: Six thousand six hundred dollars and zero cents

506	Granite Curb Type VB - Straight	FT	78	\$ 55.00	\$ 4,290.00
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506 Extended Price in Words: Four thousand two hundred ninety dollars and zero cents

506.01	Granite Curb Type VB - 24 Inch - Straight	FT	46	\$55.00	\$ 2,530.00
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506.01 Extended Price in Words: Two thousand five hundred thirty dollars and zero cents

506.1	Granite Curb Type VB - Curved	FT	27	\$ 55.00	\$1,485.00
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506.1 Extended Price in Words: One thousand four hundred eighty-five dollars and zero cents

509	Granite Transition Curb for Wheelchair Ramps - Straight	FT	81	\$ 55.00	\$ 4,455.00
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509 Extended Price in Words: Four thousand four hundred fifty-five dollars and zero cents

509.1	Granite Transition Curb for Wheelchair Ramps - Curved	FT	71	\$ 55.00	\$ 3,905.00
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509.1 Extended Price in Words: Three thousand nine hundred five dollars and zero cents

570.3	Hot Mix Asphalt Curb Type 3	FT	2,091	\$ 5.00	\$ 10,455.00
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570.3 Extended Price in Words: Ten thousand four hundred fifty-five dollars and zero cents

Bidder Company Name
P.J. Keating Company

ADDENDUM NO. 1
March 19, 2021

**WASHBURN SQ, PAXTON ST AND WINSLOW AVE COMPLETE STREETS IMPROVEMENTS
 BID TABULATION**

Item	Description	Unit	Quantity	Unit Price	Extended Price
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581	Curb Inlet Removed and Reset	EA	3	\$ 250.00	\$ 750.00
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581 Extended Price in Words: Seven hundred fifty dollars and zero cents

594	Curb Removed and Discarded	FT	2,431	\$ 5.00	\$ 12,155.00
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594 Extended Price in Words: Twelve thousand one hundred fifty-five dollars and zero cents

657.1	Temporary Polyurethane Snow Fence	FT	332	\$ 4.00	\$ 1,328.00
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657.1 Extended Price in Words: One thousand three hundred twenty-eight dollars and zero cents

686.11	Removed and Reset Stone Planter and Sign - Lump Sum	EA	1	\$ 7,550.00	\$ 7,550.00
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686.11 Extended Price in Words: Seven thousand five hundred fifty dollars and zero cents

697.1	Silt Sack	EA	17	\$ 90.00	\$ 1,530.00
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697.1 Extended Price in Words: One thousand five hundred thirty dollars and zero cents

701.2	Cement Concrete Wheelchair Ramp	SY	130	\$ 90.00	\$ 11,700.00
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701.2 Extended Price in Words: Eleven thousand seven hundred dollars and zero cents

701.3	Cement Concrete Handicap Viewing Area - Lump Sum	LS	1	\$10,000.00	\$10,000.00
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701.3 Extended Price in Words: Ten thousand dollars and zero cents

715	Rural Mail Box Removed and Reset	EA	4	\$ 195.00	\$ 780.00
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715 Extended Price in Words: Seven hundred eighty dollars and zero cents

751	Loam Borrow	CY	310	\$ 50.00	\$ 15,500.00
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751 Extended Price in Words: Fifteen thousand five hundred dollars and zero cents

Bidder Company Name
P.J. Keating Company

ADDENDUM NO. 1
 March 19, 2021

**WASHBURN SQ, PAXTON ST AND WINSLOW AVE COMPLETE STREETS IMPROVEMENTS
 BID TABULATION**

Item	Description	Unit	Quantity	Unit Price	Extended Price
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765	Seeding	SY	2,253	\$ 2.20	\$ 4,956.60
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765 Extended Price in Words: Four thousand nine hundred fifty-six dollars and sixty cents

767.31	Straw Mulch	SY	880	\$ 1.50	\$ 1,320.00
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767.31 Extended Price in Words: One thousand three hundred twenty dollars and zero cents

767.121	Sediment Control Barrier	FT	676	\$ 5.50	\$ 3,718.00
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767.121 Extended Price in Words: Three thousand seven hundred eighteen dollars and zero cents

832	Warning-regulatory and Route Marker-Alum. Panel (Type A)	SF	87	\$ 35.00	\$3,045.00
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832 Extended Price in Words: Three thousand forty-five dollars and zero cents

847.1	Sign Support (N/Guide)+RTE MKR W/1 BRKWAY Post Assembly-Steel	EA	11	\$ 150.00	\$ 1,650.00
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847.1 Extended Price in Words: One thousand six hundred fifty dollars and zero cents

860.106	6 Inch Reflectorized White Line (Painted)	FT	2,280	\$ 0.75	\$ 1,710.00
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860.106 Extended Price in Words: One thousand seven hundred ten dollars and zero cents

860.112	12 Inch Reflectorized White Line (Painted)	FT	171	\$ 4.00	\$ 684.00
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860.112 Extended Price in Words: Six hundred eighty-four dollars and zero cents

861.106	6 Inch Reflectorized Yellow Line (Painted)	FT	178	\$0.75	\$ 133.50
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861.106 Extended Price in Words: One hundred thirty-three dollars and fifty cents

864.01	Pavement Arrow Reflectorized White (Painted)	SF	30	\$ 15.00	\$ 450.00
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864.01 Extended Price in Words: Four hundred fifty dollars and zero cents

Bidder Company Name
P.J. Keating Company

ADDENDUM NO. 1
 March 19, 2021

**WASHBURN SQ, PAXTON ST AND WINSLOW AVE COMPLETE STREETS IMPROVEMENTS
 BID TABULATION**

Item	Description	Unit	Quantity	Unit Price	Extended Price
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866.112	12 Inch Reflectorized White Line (Thermoplastic)	FT	187	\$ 8.00	\$ 1,496.00
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866.112 Extended Price in Words: One thousand four hundred ninety-six dollars and zero cents

874.1	Street Signs Removed and Reset	EA	2	\$ 105.00	\$ 210.00
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874.1 Extended Price in Words: Two hundred ten dollars and zero cents

874.2	Traffic Signs Removed and Reset	EA	10	\$ 105.00	\$ 1,050.00
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874.2 Extended Price in Words: One thousand fifty dollars and zero cents

874.4	Traffic Signs Removed and Stacked	EA	1	\$ 105.00	\$ 105.00
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874.4 Extended Price in Words: One hundred five dollars and zero cents

904	4000 PSI, 3/4 Inch, 610 Cement Concrete	CY	2	\$ 130.00	\$ 260.00
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904 Extended Price in Words: Two hundred sixty dollars and zero cents

999.01	Special Duty Police Officer	HR	160	\$55.00	\$8,800.00
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999.01 Extended Price in Words: Eight thousand eight hundred dollars and zero cents

TOTAL EXTENDED PART ONE BID PRICE: \$ 449,454.28

TOTAL EXTENDED PART ONE BID PRICE IN WORDS: Four hundred forty-nine thousand four hundred fifty-four dollars and twenty-eight cents

In case of conflict between words and numbers, words shall control.

This bid includes addenda numbered: 1

Bidder Company Name
P.J. Keating Company

ADDENDUM NO. 1
 March 19, 2021

Town of Leicester

Highway Department

**WASHBURN SQ, PAXTON ST AND WINSLOW AVE COMPLETE STREETS IMPROVEMENTS
BID TABULATION**

All Bidders must be prequalified with Massachusetts Department of Transportation Highway Division. All Bidders must comply with the provisions under MGL, c. 90, Section 34, 720 CMR 5.00 which are subject to MassDOT's contractor prequalification requirements.

Quantity amounts are for comparing and evaluating bid prices only. It is specifically understood that the Town does not agree to purchase any specific quantity, and purchases will be made for actual requirements of the Town, only. The Town may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.

Bids must remain firm throughout the contract term, unless otherwise specified. No increase in the unit price bid, once accepted and awarded will be permitted.

BID PRICE

(Copy from Bid Tabulation Final Page above)

Total Extended Part One Bid Price: \$ 449,454.28

Total Extended Part One Bid Price in Words: Four hundred forty-nine thousand four hundred fifty-four dollars and twenty-eight cents

ADDENDA

This bid includes addenda(s) numbered 1 (List all Addenda)

CONTRACTOR INFORMATION AND CERTIFICATION OF BID

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

COMPANY NAME: P. J. Heating Company

ADDRESS: 998 Preservoir Road

Lunenburg, MA 01462

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE (print): Andy Brewer, Assistant Secretary

PHONE: 978-582-5000

DATE: 4/1/2021

ADDENDUM NO. 1
March 19, 2021

ADDENDUM NO. 1

To: Prospective Bidders and Others
From: Kristen L. Forsberg, Assistant Town Administrator
Date: March 19, 2021
Re: **ADDENDUM NO. 1 - IFB for Washburn Square, Paxton Street, and Winslow Avenue Complete Streets Improvements**

The following contract amendments are hereby incorporated into the above referenced contract bid documents.

BID DUE DATE

Revised Bid Due Date: April 1, 2021, at 2:00 P.M.

ESTIMATED CONSTRUCTION COST

No Change.

BID OPENING

Bid Opening Date and Time:

April 1, 2021, at 2:00 PM

Bid Opening GoToMeeting computer, tablet, or smartphone Hyperlink:

Please join my meeting from your computer, tablet, or smartphone.

<https://global.gotomeeting.com/join/564274677>

You can also dial in using your phone with:

United States: +1 (872) 240-3212

Access Code: 564-274-677

(For supported devices, tap a one-touch number below to join instantly.)

- One-touch: <tel:+18722403212,,564274677#>

To get the GoToMeeting app: <https://global.gotomeeting.com/install/564274677>

CONTRACT AMENDMENTS

1. Delete IFB bid tabulation and signature pages 29-35 (7 pages) in their entirety and replace with the attached updated bid tabulation and signature pages (8 pages), labelled with "Addendum No. 1 – March 19, 2021" in the lower right corner.

Leicester – IFB for Washburn Sq, Paxton St, and Winslow Ave CS Improvements- ADDENDUM NO. 1

2. The following MassDOT standard bid items have been added to the bid tabulation worksheets: Item 220.2 - Drainage Structure Rebuilt; Item 506 - Granite Curb Type VB - Straight; Item 506.1 - Granite Curb Type VB – Curved; Item 509 - Granite Transition Curb for Wheelchair Ramps – Straight; Item 509.1 - Granite Transition Curb for Wheelchair Ramps – Curved; Item 767.31 - Straw Mulch; and Item 904 - 4000 PSI, 3/4 Inch, 610 Cement Concrete.
3. Delete the first paragraph on IFB page 55 in its entirety and replace with the following paragraph: “Unless otherwise amended by Special Provisions or Contract Drawings, all work and all contract bid items shall conform to the requirements of the applicable “Sections” of the Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges dated 2021, and including any and all amendment’s or addenda thereto, hereinafter referred to as the “Standard Specifications”.”
4. Delete IFB special provision Item 222.3 – Frame and Grate (or Cover) – Municipal Standard in its entirety and replace with the attached special provision Item 222.3 – Frame and Grate (or Cover) – Municipal Standard, labelled with “Addendum No. 1 – March 19, 2021” in the lower right corner.
5. The following MassDOT non-standard bid items have been added to the bid tabulation worksheets: Item 504.2 - Granite Curb Type VA4 - Splayed End; Item 657.1 - Temporary Polyurethane Snow Fence; and Item 701.3 - Cement Concrete Handicap Viewing Area. In addition, special provisions for these items have been included with this Addendum No. 1,), labelled with “Addendum No. 1 – March 19, 2021” in the lower right corner, for insertion into the IFB at their respective appropriate alpha numerical location within the IFB Special Provisions section.
6. Within IFB Appendix A – Plans, Notes and Details, delete plan Sheets 1, 15, 18, 28 and 29 of 30 in their entirety and replace with the attached Revised Plan Sheets 1, 15, 18, 28 and 29 of 30, denoted as Revision No. 1 dated 3/19/2021 in the lower right corner, located either above or to the left of the title block.

CONTRACTOR QUESTIONS AND ANSWERS

Q1: Which category do bidders need to be pre-qualified in for MassDOT?

A1: Prospective bidders must be MassDOT prequalified in Highway Construction with a minimum MassDOT Single Class of Work Limit of \$555,000.00.

Q2: Please clarify under what items the contractor will be paid for the HMA sidewalks & driveways?

A2: See plan sheet 10 of 30 for pavement notes. HMA for sidewalks and driveways with sidewalks are paid with Items 460.22 and 460.31, respectively. Driveways without sidewalk, if there are any, are paid for with Items 460.23 and 460.32, respectively.

Q3: Please clarify under what items will the handicap viewing area on sheet 15 be paid under? Is the rebar incidental to the concrete work?

A3: The proposed handicap viewing area with its location shown on plan sheet 15 of 30 and construction detail shown on plan sheet 28 of 30 shall be paid for in its entirety under Item 701.3 -

Leicester – IFB for Washburn Sq, Paxton St, and Winslow Ave CS Improvements- ADDENDUM NO. 1

Cement Concrete Handicap Viewing Area. As noted above the special provision for this item is included with this Addendum No. 1.

Q4: What is the thickness of asphalt that the contractor shall assume for Item 129.2 – Pavement Excavation?

A4: For the purposes of payment under this item, the contractor shall assume the thickness of the asphalt to be paid for is 3”. It is primarily used for the removal of existing sidewalks, which appear to be less than 3” thick and limited removal of other pavements approximately 3” thick. In order to be paid an adjustment for greater than 3” thickness pavement excavation under this item the contractor will need to keep track of all pavement areas, weights and thicknesses paid for this item in order to include credits for the thicknesses under 3”.

Q5: Will the excavation below the pavement be paid under item 120.1 – Unclassified Excavation?

A5: Yes, where required, Item 120.1 – Unclassified Excavation is intended for use on excavation below the pavement payment.

Q6: Please clarify under what item the 36” Construction Fence on Sheet 15 will be paid under?

A6: Construction fence will be paid under Item 657.1 Temporary Polyurethane Snow Fence. As noted above the special provision for this item is included with this Addendum No. 1.

Q7: Please clarify what item 402 – Dense Graded is to be used for?

A7: Item 402 - Dense Graded Crushed Stone for Sub-Base is used for full depth pavement reconstruction. See callouts for “Prop Full Depth Construction” on plan sheet 15 of 30.

Q8: The detail on Sheet 28 for the Prop HMA Sidewalk within Town Common has HMA Surface Course and HMA Dense Binder. The pavement notes on sheet 10 all have superpave items. Please clarify which type of mix is to be used?

A8: As indicated on plan sheet 10 of 13, under the Pavement Notes, all proposed HMA Sidewalks within the Town Common shall be constructed with superpave items. HMA for sidewalks are paid with Items 460.22 and 460.31, respectively.

Q9: The proposed pavement notes on sheet 10 have two different pavement structures for HMA Sidewalk at Driveway & HMA Driveway. Is it the intent to use to different intermediate courses and two different surface courses for each driveway that has a sidewalk go through it?

A9: No, each driveway would be classified as either a driveway with or without sidewalk. The driveway with sidewalk structure is intended so that mutual paving of the driveway sidewalk and the adjoining sidewalk may occur. Most if not all of the driveways on this project are the with sidewalk type. See plan sheet 10 of 30 for pavement notes. HMA for sidewalks are paid with Items 460.22 and 460.31, respectively.

Q10: Can cross sections be provided to the prospective bidders to calculate excavations?

A10: All available cross-sections have been provided. A majority of the project is reconstruction of existing whereby excavations can be calculated from the details. Sections documenting varying conditions for proposed sidewalk on Paxton Street have been provided.

Q11: Please clarify under what item the contractor will be paid to replace the existing concrete step on sheet 15?

A11: Replacement of existing concrete step will be paid under the MassDOT standard Item 904 - 4000 PSI, 3/4 Inch, 610 Cement Concrete.

Q12: Please add items for Straight & Curved Vertical Granite Curb Transitions shown on sheet 15?

A12: Pay Items 509 and 509.1 have been added for curved and straight vertical granite curb transitions for wheelchair ramps, and pay Item 504.2 has been added for transitions from vertical granite curb to HMA curb.

Q13: Please clarify under what items the contractor will be paid for the sediment control on sheets 17 & 18?

A13: The sediment control barrier shall be paid for under Item 767.121 Sediment Control Barrier.

Q14: The detail on Sheet 28 shows granite curb transitions for the wheel chair ramps. Is it the intent of the project to have granite transitions at all of the wheel chair ramps? If so, under what items will the contractor be paid?

A14: Pay Items 509 and 509.1 have been added for curved and straight vertical granite curb transitions for wheelchair ramps, and pay Item 504.2 has been added for transitions from vertical granite curb to HMA curb.

Q15: The detail on sheet 29 shows the raised cross walk using HMA Dense Binder and HMA Top. Please clarify under what item the raised cross walk will be paid?

A15: The raised cross walk will be paid with Items 460.23 and 460.32, respectively.

Q16: Please clarify what Item 594 – Curb Removed & Discarded will be used for?

A16: Item 549 – Curb Removed and Discarded is used to remove existing curb along Winslow Avenue and Washburn Square.

Q17: Please provide the dollar amount for the allowance for the special duty police detail.

A17: The police detail rate and total police detail allocation value has been updated on the revised bid tabulation included with this amendment. The contract shall include the total costs for the police detail Item 999.01 in their Total Extended Part One Bid Price on the bid tabulation worksheets.

Q18: Is it the intent of the contract for the permanent pavement markings to use the paint items for all of the striping and legends and thermo for only the cross walks or are those items to be used for temporary pavement markings during construction?

A18: Paint item is to be used for striping and legends, and thermoplastic is to be used for all crosswalks.

Q19: Is the contractor responsible for replacing the plantings in the stone planter?

A19: No. The plantings will be replaced by others after the contractor's work has been completed.

Q20: 431 – High Early Strength Cement Concrete Base Course. There is no special provision covering this item, is there any additional information for this item and/or its intended use?

A20: Item 431 – High Early Strength Cement Concrete Base Course is a standard item and does not require a special provision. Please refer to the applicable “Sections” of the Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges dated 2021 for this and any other bid items that do not have special provisions provided with this IFB. As specified in the IFB *“Unless otherwise amended by Special Provisions or Contract Drawings, all work and all contract bid items shall conform to the requirements of the applicable “Sections” of the Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges dated 2021, and including any and all amendments or addenda thereto, hereinafter referred to as the “Standard Specifications”.*”

Q21: 129.2 Pavement Excavation – What specifically does this item cover? Is there a designated depth of removal intended, there was not a section of specs on this item, Is this item separate from Unclassified Excavation?

A21: Please refer to the original IFB page 60 for the special provisions for Item 129.2 Pavement Excavation. Also, refer to answer (A4) to Question 4 (Q4) above for further clarification.

Q22: 222.3 Frame & Grate (or Cover) – Municipal Standard; In the special provision page, this item says it is to be paid per vertical foot but is listed per Each on the tabulations. Is this a rebuild item and is mislabeled or is all work for a rebuild intended to be incidental?

A22: As noted above, a revised special provision for Item 222.3 – Frame and Grate (or Cover) – Municipal Standard Item 220.2 has been included in this Addendum No. 1 to resolve the typographical error noted in the question. In addition, the MassDOT standard Item 220.2 - Drainage Structure Rebuilt has been added to the bid tabulation, as noted above, in the event rebuild is necessary.

Q23: This project requires MassDOT Prequalification to be eligible to bid. Which work category classification did MassDOT assign to this project? What is the minimum MassDOT dollar threshold a contractor must meet to bid on this project?

A23: Prospective bidders must be MassDOT prequalified in Highway Construction with a minimum MassDOT Single Class of Work Limit of \$555,000.00.

Prepared by:

Kristen L. Forsberg, MPA & MCPPO
Assistant Town Administrator
forsbergk@leicesterma.org

**WASHBURN SQ, PAXTON ST AND WINSLOW AVE COMPLETE STREETS IMPROVEMENTS
BID TABULATION**

All Bidders must be prequalified with Massachusetts Department of Transportation Highway Division. All Bidders must comply with the provisions under MGL, c. 90, Section 34, 720 CMR 5.00 which are subject to MassDOT's contractor prequalification requirements.

Quantity amounts are for comparing and evaluating bid prices only. It is specifically understood that the Town does not agree to purchase any specific quantity, and purchases will be made for actual requirements of the Town, only. The Town may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.

Bids must remain firm throughout the contract term, unless otherwise specified. No increase in the unit price bid, once accepted and awarded will be permitted.

BID PRICE

(Copy from Bid Tabulation Final Page above)

Total Extended Part One Bid Price: \$ _____

Total Extended Part One Bid Price in Words: _____

ADDENDA

This bid includes addenda(s) numbered _____ (List all Addenda).

CONTRACTOR INFORMATION AND CERTIFICATION OF BID

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE _____

NAME AND TITLE (print): _____

PHONE: _____

DATE: _____

REQUIRED

igned, as bidder, declares that all persons or parties interested in this Proposal as principals are .
this Proposal is made without collusion with any person, firm or corporation; that no official, emplo,
f the Town has a direct or indirect pecuniary interest in this bid; that he has carefully examined the
if the proposed work, read the contract documents, and that he proposes and agrees to contract with the
Leicester, in the form of a contract to be deposited with the Town, to provide all necessary machinery,
apparatus and other means of construction, and to do all the work and furnish all materials and labor, specified
contract, in the manner and time therein prescribed, and according to the requirements of the Highway
intendent, as therein set forth, and that he will take in full payment therefore, the amounts resulting from the
s for items of the work as specified.

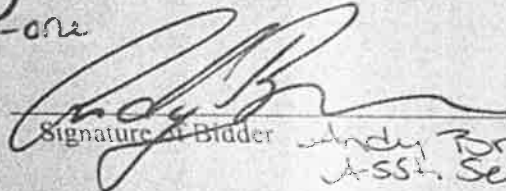
Town does not expressly or by implication agree that the actual quantities of work to be done will correspond
reto, and the Town reserves the right to increase or diminish the quantity of work, or to omit items of work, as
quired to keep the work within the limits of available funds.

Total Contract:

Four hundred forty-nine thousand
Four hundred fifty-four dollars (\$449,454.28)
(written) and twenty-eight cents (Numerals)

5% of Contract Amount:

Twenty-two thousand
(written) four hundred seventy-two
dollars and seventy-one
cents (\$22,472.71)
(Numerals)


Signature of Bidder Andy Brewer
Asst. Secretary

The above price is to include and cover the furnishing of all the materials (except as herein otherwise specified), the performing of all the labor requisite or proper, and the providing of all necessary machinery, tools, apparatus, and other means of operation; and the doing of all the above-mentioned work in the manner set forth, described and shown in the specifications, and in the form of the contract.

Quantity amounts provided herein are for developing, comparing, and evaluating bid prices only. It is specifically understood that the Town does not agree to purchase any specific quantity, and purchases will be made for actual requirements of the Town, only. The Town may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.

This proposal is accompanied by a bid deposit as defined herein and the bidder agrees that if the proposal is accepted by the Town of Leicester, and if the undersigned as bidder shall fail to execute a contract at the bid security forfeited to the Town of Leicester as liquidated damages; otherwise, the bid security will be returned to the bidder.

PAYMENT BOND REQUIRED

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the Town of Leicester as Obligee, in the sum of _____ dollars (\$ _____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2021, for the construction of Washburn Square, Paxton Street, and Winslow Avenue Complete Streets Improvements in Leicester, Massachusetts.

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c.30, §39A, and M.G.L. c.149, §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____ day of _____, 2021.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

TOWN OF LEICESTER

CERTIFICATE OF NONCOLLUSION

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

COMPANY NAME: P.J. Heating Company

ADDRESS: 998 Reservoir Road

Lunenburg, MA 01462

AUTHORIZED SIGNATURE (sign): 

NAME AND TITLE (print): Andy Brewer, Assistant Secretary

PHONE: 978-582-5200

DATE: 4/1/2021

CERTIFICATION OF COMPLIANCE WITH FEDERAL IMMIGRATION LAW

The undersigned hereby certifies under the penalties of perjury that the contractor named below is in compliance with the Immigration Reform and Control Act of 1986, as amended, and with all regulations adopted there under, with respect to all of its employees who will be performing work under this contract and further certifies that said contractor does not knowingly employ any person in violation of the United States immigration laws.

The undersigned further certifies that said contractor will require this same form of certification to be executed by any subcontractor who will perform work under this contract and will maintain subcontractor certifications for inspection by the Town if such inspection is requested.

 _____, Duly Authorized Signatory

Name: Andy Brewer
Title: Assistant Secretary

D.J. Keating Company
Contractor Company Name

4/1/2021
Date


NOTE: All certificates must be signed by the individual submitting the bid or proposal.

TOWN OF LEICESTER

STATE TAXES CERTIFICATION CLAUSE

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

P. J Heating Co. By: _____
* Signature of individual or
Corporate Name (Mandatory)


Corporate Officer Andy Brewer
(Mandatory, if applicable) ASST. SECRETARY

05-0465460
**Social Security # (Voluntary) or Federal Identification #

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.62C s. 49.A.



CORPORATE VOTE

I, Jonathan Olson hereby certify that I am the duly elected President of P. J. Keating Company.

I hereby certify the following is a true copy of a vote taken at a special meeting of the board of Directors of the corporation, duly called, and held on April 29, 2019 at which a quorum of the board was present and voting.

VOTED:

JONATHAN OLSON President, **JOHN J. KEATING** Vice President/Assistant Secretary, **ROBERT W. BOBENHAUSEN** Chief Financial Officer/Secretary, **ALAN NASH** Treasurer, **GARY P. HICKMAN** Assistant Secretary, **ERIC LUNDBERG** Assistant Secretary, **ANDY BREWER** Assistant Secretary, **PATRICIA ANN LENCKI** Assistant Secretary, **WILLIAM B. MILLER** Assistant Secretary, **DAVID M. TOOLAN** Assistant Secretary, **DAVID C. LEWIS** Assistant Secretary, **WILLIAM P. JONES** Assistant Secretary of said corporation, are hereby duly authorized and empowered to execute all documents necessary for submittals and further authorizing said representatives to execute any documents which may in their judgment be desirable or necessary to effect the purpose of this vote.

4/1/2021
Date



Jonathan Olson
President

BIDDER REFERENCE FORM

Bidder Name: P.J. Keating Company

Please provide a list of references on the firm's performance of similar work as required by this IFB within the required time period designated in Section A, under the Item entitled "Bidder Prerequisites", including all current contracts. Use additional sheets as necessary. Include the following information for each reference:

Reference One

Customer Name: Town of Southbridge

Address: 41 Elm Street, Southbridge, MA 01550

Contact Name and Title: Matthew Desjardin / Town Engineer

Phone and Fax/E-Mail of Contact: 774-318-8610

Contract date(s): Fall 2020 - Winter 2020

Contract cost: \$499,605.04

Description of Work: Structures, reclaim, paving, curbing and landscaping

Reference Two

Customer Name: Town of Franklin

Address: 355 East Central Street, Franklin, MA 02038

Contact Name and Title: Michael Maglio / Town Engineer

Phone and Fax/E-Mail of Contact: 508-553-5500

Contract date(s): Spring 2020 - Fall 2020

Contract cost: \$909,061.74

Description of Work: Excavation, structures, reclaim, paving, curbing and sidewalks

BIDDER REFERENCE FORM (Cont'd)

Reference Three

Customer Name: City of Lawrence

Address: 200 Common Street, Lawrence, MA 01840

Contact Name and Title: Felix Garcia Jr. / Asst. City Engineer

Phone and Fax/E-Mail of Contact: 978-620-3163

Contract date(s): Fall 2020 - Winter 2020

Contract cost: \$1,033,232

Description of Work: Excavation, Milling, Structures, curbs, sidewalks and paving

Reference Four

Customer Name: Town of Hephinton

Address: 18 Main Street, Hephinton, MA 01748

Contact Name and Title: John Westerling / Director of Public Works

Phone and Fax/E-Mail of Contact: 508-497-9740

Contract date(s): Summer 2020 - Fall 2020

Contract cost: \$795,871.77

Description of Work: Paving, reclaim, berm, catch basins and pulverize & reshape existing bituminous concrete.



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REFERENCES

Owner	Dates of Contract	Contract Amount	Contact	Phone Number
Abington, Town of	Spring 2019 - Fall 2019	\$ 659,469.00	John Caine	781-982-2115
Ashby, Town of	Fall 2018	\$ 278,899.00	Steve Beauregard	978-386-2424
Auburn, Town of	Spring 2019 - Summer	\$ 1,021,743.00	Bill Coyle	508-832-7814
Bedford, Town of	Spring 2019 - Spring	\$ 196,674.00	Adrienne St. John	781-275-7605
Bourne, Town of	Fall 2019	\$ 162,891.00	Matt Quinn	508-759-0640
Bridgewater, Town of	Spring 2019 - Winter	\$ 555,704.00	Ron Ladue	508-697-0931
Dracut, Town of	Fall 2019 - Winter 2019	\$ 389,890.00	Ed Patenaude	978-479-3306
E. Bridgewater, Town of	Summer 2019 - Fall 2019	\$ 291,431.00	John Haines	508-378-1620
W. Bridgewater, Town of	Fall 2019 - Winter 2019	\$ 198,455.00	Shawn Anderson	508-894-1216
Burlington, Town of	Spring 2019 - Fall 2019	\$ 1,708,578.00	Steve Hildreth	978-270-1677
Canton, Town of	Fall 2019 - Fall 2022	\$ 166,273.90	William Walsh	781-821-5023
Carver, Town of	Summer 2020 - Winter	\$ 669,591.16	John Woods	339-832-3464
Clinton, Town of	Summer 2019-Spring	\$ 532,275.11	Chris McGowen	978-365-4110
Dartmouth, Town of	Fall 2020 - Winter 2020	\$ 727,382.88	Paul Pacheco	508-999-0744
Dighton, Town of	Fall 2019 - Fall 2022	\$ 561,636.05	Tom Ferry	508-669-5461
Easton, Town of	Fall 2019 - Fall 2022	\$ 256,640.00	David Field	508-230-0800
Fairhaven, Town of	Summer 2020 - Fall 2020	\$ 94,897.37	John Charbonneau	508-979-4030
Foxboro - Town of	Fall 2019 - Fall 2022	\$ 245,975.97	Chris Gallagher	508-543-1228
Franklin, Town of	Spring 2020 - Fall 2020	\$ 909,061.74	Michael Maglio	508-553-5500
Gardner, City of	Summer 2017 - Summer	\$ 1,124,235.00	Dane Arnold	978-632-7661
Grafton, Town of	Summer 2018 - Spring	\$ 1,390,241.00	Brian Szczerko	508-839-5335
Hopkinton, Town of	Summer 2020 - Fall 2020	\$ 795,871.77	John Westerling	508-497-9740
Lawrence, C. of	Summer 2020 - Current	\$ 4,427,150.59	Felix Garcia Jr.	978-620-3163
Lowell, City of	Spring 2019 - Spring	\$ 1,411,419.64	Joe Cady	978-427-4546
Lunenburg, Town of	Spring 2019 - Current	\$ 380,042.50	Rob Oliva	978-514-3635
Mansfield, Town of	Summer 2020 - Winter	\$ 1,213,720.15	Mark Cook	508-261-7335
Middleborough, Town of	Fall 2019 - Fall 2022	\$ 439,918.16	Chris Peck	508-858-8572
Natick, Town of	Spring 2020 - Summer	\$ 3,142,677.47	William McDowell	508-647-6400
Norfolk, Town of	Summer 2019 - Fall 2019	\$ 205,836.00	Robert McGhee	508-528-4990
Portsmouth, Town of	Summer 2019 - Summer	\$ 273,331.14	Brian Woodhead	401-787-3006
Raynham, Town of	Fall 2019 - Fall 2022	\$ 1,233,899.16	Ed Buckley	508-884-6852
Royalston, Town of	Fall 2020	\$ 351,700.25	Keith Newton	978-249-4223
Sandwich, Town of	Spring 2019 - Winter	\$ 1,050,195.00	Sean Harrington	508-833-8002
Somerset, Town of	Fall 2020 - Winter 2020	\$ 764,161.83	Chris	774-365-7999
Southbridge, Town of	Fall 2020 - Winter 2020	\$ 499,605.04	Matthew Desjardin	774-318-8610
Sterling, Town of	Spring 2020 - Summer	\$ 414,138.64	Paul Lyons	978-422-6767
Taunton, City of	Fall 2020 - Winter 2020	\$ 551,669.58	Tony Abreau	508-989-1059
Tyngsborough, Town of	Summer 2020 - Fall 2020	\$ 521,306.96	Jake Zwicker	978-649-2300
Wareham, Town of	Spring 2019 - Summer	\$ 872,289.00	Dave Menard	508-291-3100
Westford, Town of	Spring 2020- Spring 2021	\$ 428,345.35	Richard Barrett	978-692-5520
Worcester, City of	Summer 2019 - Winter	\$ 1,184,420.00	Christopher Gaglianstro	508-929-1300

*amounts listed are for work completed in 2019 or 2020 season
not actual contracted values

P.J. Keating Company operate's 5 mainline asphalt paving crews, 3 full size milling/cold planing crews and 2 full size highway and commercial grade crews. Additionally, we have numerous pieces of large and small support equipment.

P. J. Keating
998 Reservoir Road
Lunenburg, MA 01462

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P.J. Keating Company is an Affirmative Action and Equal Opportunity Employer



**List of Contracts on Hand
as of 2/26/2021**

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<u>Job #</u>	<u>Job Description</u>	<u>Contract Value</u>	<u>Anticipated Date of Comp.</u>
58002	MHD 97932 Barletta - Middlesex Turnpike Bedford/Billerica	\$ 3,630,765.80	4/30/2023
58007	MHD 102068- Northern Construction- Worcester	\$ 379,300.00	7/1/2020
58011	MADOT 102123 RT 44 Over Rte 24-SPS-Raynham	\$ 1,310,431.55	8/31/2021
59000	MHD 102270 Rochester Rd Bridge Northern Const. - Carver	\$ 159,417.50	9/1/2020
59001	MHD 105570 Emergency Repairs D5 Various	\$ 701,402.50	12/27/2020
59002	MHD 104115 RT 2 Lexington - Cambridge	\$ 7,534,876.15	11/2/2020
59003	MHD 105480 I-195 Rehoboth - Seekonk D5	\$ 8,879,265.60	12/27/2020
59004	MHD 104745 Mass Pike Framingham-Weston	\$ 14,177,344.00	3/31/2021
59006	MHD 104297 Rt 140 Bridge - ET&L - Shrewsbury	\$ 1,007,301.90	6/5/2021
59007	MHD 105829 Blackstone Bikeway	\$ 778,105.00	4/1/2021
59008	MHD 106506 - Middleboro RT 44	\$ 7,229,990.00	11/13/2020
59011	MHD - Rte 2 - Harvard-Lancaster-Littleton	\$ 17,986,688.00	6/30/2021
59018	MHD 105995 PA Landers Route 6 & 28	\$ 2,254,785.00	4/3/2023
59019	MHD 106978 Rt 44 Rehoboth	\$ 4,836,260.50	5/29/2021
59022	MHD - 108466 RT 24 Fall River	\$ 11,288,671.50	9/24/2021
59182	Dufree HS- Phs 2 - KRR - Fall River	\$ 179,372.85	12/22/2021
60002	MHD 108807 - AF Amorello - Mill Grafton St Worcester	\$ 75,950.00	6/10/2022
60003	MADOT Rte 3 Bourne-Plymouth	\$ 12,128,856.00	9/30/2022
60007	MHD 110101 Various Locations (A,B, & C) District 5	\$ 1,988,170.00	5/22/2021
60016	MHD 109101 Rt 123 - KRR - Norton	\$ 1,403,565.00	8/31/2025
60017	MHD 111847 John Glass Square Middleborough	\$ 314,650.00	4/1/2022
60107	T/O Mansfield SERSG SSP 2020-2021	\$ 709,042.60	1/31/2021
60110	T/O Foxboro 2020-2021 SERSG	\$ 494,445.00	1/31/2021
60131	C/O Lawrence Paving Phase 2B	\$ 6,542,442.00	12/31/2021
60134	T/O Carver 2020-2021 YR 2	\$ 601,590.00	6/30/2021
60135	Town of Wayland IFB20-2027-0IFB YR 1	\$ 983,500.00	3/9/2021
60138	Town of Lunenburg YR 2 FY2021	\$ 947,018.00	6/30/2021
60143	Milling T/O Dartmouth 2020	\$ 115,100.00	6/30/2021
60144	T/O Somerset 2020	\$ 567,876.00	6/30/2021
60145	Rochester 2020	\$ 342,250.00	6/3/2021
60147	Bourne Yr 1	\$ 440,000.00	4/1/2021
60151	T/O Royalston	\$ 339,700.00	6/30/2021
60152	T/O Paxton	\$ 239,913.00	6/30/2021
60156	T/O Warren 2020	\$ 300,955.00	6/30/2021
60157	T/O Dartmouth SSP Yr 3 - R/OVR - 20-21(ROLLOVER)	\$ 723,000.00	6/30/2021
60160	C/O Taunton R/Over Yr 2 DPW 2020-2021	\$ 1,397,577.25	6/30/2021
60163	High & Church St - IW Harding - T/O Clinton	\$ 657,445.25	7/31/2021
60420	Fisher Estates - Charles Fisher & Son	\$ 49,528.00	8/2/2021

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Make, Model & Year	Serial Number / VIN	Own/ Rent / Lease	Used for what Prequalification Category
97 Lidell LB60T Trailer	4LFS5430V3505495	O	Highway Construction
16 Liddell LB55T	5ABK53306GB160014	O	Highway Construction
18 Liddell LB55T	1L94L5331JB564011	O	Highway Construction
04 Magnum MWT0500 Trailer	5AJWS161X4B000141	O	Highway Construction
04 Magnum MWT0500 Trailer	5AJWS16163B000152	O	Highway Construction
05 Wylie Water Trailer	1W9TE20205P342917	O	Highway Construction
16 Wylie EXP-935HB 1000 Gallon Water Trailer	5VUTV1724GP000014	O	Highway Construction
07 Rosco RB48	48607	O	Highway Construction
08 Rosco RB48	50182	O	Highway Construction
16 Rosco RB48	141893	O	Highway Construction
08 Freightliner M2106	1FVACXBS48HZ85312	O	Highway Construction
07 Freightliner M2106	1FVACXDC97HY37029	O	Highway Construction
98 Leeboy L350	1187	O	Pavement - Surfacing
98 Leeboy L250	1200	O	Pavement - Surfacing
19 Leeboy L250T	1B9AA1114K1309036	O	Pavement - Surfacing
01 Leeboy L250	1D0DS09151D309035	O	Pavement - Surfacing
01 Leeboy L250	1B9DS09171D309053	O	Pavement - Surfacing
19 Leeboy L250T	1B9AA111XK1309025	O	Pavement - Surfacing
03 Leeboy L250	1B9DS091D309121 / 250T-2121	O	Pavement - Surfacing
05 Leeboy L250	1B9DS09115D309068/250T	O	Pavement - Surfacing
08 Cimline Matrix 1500	1C95M11178M119010	O	Highway Construction
20 CAT Skid Steer MILLING 1	2020SkidSteer1	R	Highway Construction
20 Cat Skid Steer MILLING 2	2020SkidSteer2	R	Highway Construction
20 CAT Skid Steer MILLING 3	2020SkidSteer3	R	Highway Construction
18 Bobcat Skidsteer S570	ALM425718	R	Highway Construction
18 Bobcat Skidsteer S570	ALM426281	R	Highway Construction
Bobcat Skidsteer w/ Sweeper	Need	R	Highway Construction
05 Cat 420D Backhoe	BLN12244	O	Highway Construction
97 Cat 140H Grader	2ZK2525	O	Highway Construction
06 Cat 140H Grader	CAT0140HCCCA02382	O	Highway Construction
04 Cat 140G Grader	CCA00678	O	Highway Construction
15 Cat Excavator from Tilcon	CAT2015	O	Highway Construction
19 CAT M318F Rubber Tire	F8B00453	R	Highway Construction
19 CAT M318F Rubber Tire	F8B00337	R	Highway Construction
19 CAT M318F Rubber Tire	F8B00596	R	Highway Construction
19 CAT M318F Rubber Tire	F8B00432	R	Highway Construction
93 International 4700	1HTSAZRM9PH540977	O	Highway Construction
19 International 4300	1HTMMAAL4H104037	R	Highway Construction
19 Hino 268	5PVNJ8JML4S51147	R	Highway Construction
19 Freightliner M2 106	1FVACWFC3JHJU3290	R	Highway Construction

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Make, Model & Year	Serial Number / VIN	Own/ Rent / Lease	Used for what Prequalification Category
19 International 4300	1HTMMMLXJH7248241	R	Highway Construction
18 International 4300	JOB57003	R	Highway Construction
20 International 4300 Job 57004	1HTMMMLXJH724821	R	Highway Construction
18 International 4300	JOB57019	R	Highway Construction
18 International 4300	JOB57023	R	Highway Construction
18 International 4300	JOB58000	R	Highway Construction
Water Truck - Milling 1 - Cont#98621209	NEEDWaterTruckMil1	R	Pavement - Milling & Cold Planing
Water Truck - Milling 2 - Cont# 98621338	NeedWaterTruckMil2	R	Pavement - Milling & Cold Planing
Water Truck - Milling 3 _ Cont# 98621290	NEEDWaterTruckMil3	R	Pavement - Milling & Cold Planing
14 International 7300	1HTZZAAN5EH781932	O	Pavement - Surfacing
15 International 7300	1HTZZAAN7FH735259	O	Pavement - Surfacing
18 Kenworth T370	2NKHHJ7X5JM188957	O	Pavement - Surfacing
20 Kenworth T370 Distrubutor Truck	2NKHHM7X7LM388209	O	Pavement - Surfacing
04 Roadtec SB2500C Shuttlebuggy	1004167	O	Pavement - Surfacing
09 Roadtec SB2500D	SB2500D1044	O	Pavement - Surfacing
93 BG 730 Road Widener	161	O	Highway Construction
17 Cat AP555F Paver	AP500188	L	Pavement - Surfacing
17 Voge Super 2000-3i	1174.0116	L	Pavement - Surfacing
17 Voge Super 2000-3i	1174.0145	L	Pavement - Surfacing
17 Voge Super 2000-3i	1174.0147	L	Pavement - Surfacing
19 Cat AP1055F	TJ500854	O	Pavement - Surfacing
19 Cat AP1055F	TJ500860	O	Pavement - Surfacing
20 CAT AP555F	Purchased-waiting for delivery	O	Pavement - Surfacing
18 Salsco TP44-TD	18020600050290462	O	Pavement - Surfacing
95 Hypac Roller 10-14T	C089C6353S	O	Pavement - Surfacing
06 HYPAC C350D	06662	O	Pavement - Surfacing
06 Hypac C350D	06663	O	Pavement - Surfacing
02 Hypac 3/5T	109B15803710 MODEL 330B	O	Pavement - Surfacing
02 Hypac 3/5T	109B15803709 MODEL C330B	O	Pavement - Surfacing
02 Hypac 3/5T	109B15803742	O	Pavement - Surfacing
06 Hypac C340C	901C14603441	O	Pavement - Surfacing
05 Hypac C350D	901D08906648	O	Pavement - Surfacing
05 Hypac C350D	901D08906649	O	Pavement - Surfacing
98 Cat CS563	4KN01247	O	Pavement - Surfacing
05 Cat CS533E	CS533LASL00600	O	Pavement - Surfacing
16 Volvo DD110B	285173	O	Pavement - Surfacing
16 Volvo DD110B	285174	O	Pavement - Surfacing
16 Volvo DD110B	285175	O	Pavement - Surfacing
16 Volvo DD110B	285176	O	Pavement - Surfacing
16 Volvo DD110B	285187	O	Pavement - Surfacing
16 Volvo DD110B	285188	O	Pavement - Surfacing

P. J. Keating
998 Reservoir Road
Lunenburg, MA 01462

T +1 (978) 582 5200
F +1 (978) 582 7027

www.pjkeating.com



A CRH COMPANY

Make, Model & Year	Serial Number / VIN	Own/ Rent / Lease	Used for what Prequalification Category
16 Volvo DD140	278050	O	Pavement - Surfacing
18 Volvo DD110C	286036	L	Pavement - Surfacing
18 Volvo DD110C	286038	L	Pavement - Surfacing
18 Volvo DD110C	286039	L	Pavement - Surfacing
36" Double Drum Ride-On Roller Con#99276251	NeedCon#99276251	R	Pavement - Surfacing
36" Double Drum Ride-On Roller Con#99276433	NeedCon#99276433	R	Pavement - Surfacing
36" Double Drum Ride-On Roller Con#99276199	NeedCon#99276199	R	Pavement - Surfacing
36" Double Drum Ride-On Roller Con#99276490	NeedCon#99276490	R	Pavement - Surfacing
36" Double Drum Ride-On Roller Con#99276313	NeedCON#99276313	R	Pavement - Surfacing
Hamm HD90iVOS	H2420564	R	Pavement - Surfacing
Hamm HD90iVOS	H2420553	R	Pavement - Surfacing
Hamm HD80iVOS	H1860770	R	Pavement - Surfacing
Hamm HD80iVOS	H1860331	R	Pavement - Surfacing
Hamm HD120iVO	H2430142	R	Pavement - Surfacing
Hamm HD120iVO	Awaiting Delivery	R	Pavement - Surfacing
98 Cat CS563C	4KN01162	O	Pavement - Surfacing
Rotary Cutter 18 Hamm W2250320	TBD	O	Pavement - Surfacing
18 Hamm HD110V VHF	H2420199	L	Pavement - Surfacing
18 Hamm HD110V VHF	H242.0254	L	Pavement - Surfacing
13 Roadtec SX6E	SX6E-102	O	Pavement - Milling & Cold Planing
20 Wirtgen W50RI	2020Quote21230	L	Pavement - Milling & Cold Planing
97 Wirtgen W500	0605070002530718	O	Pavement - Milling & Cold Planing
12 Wirtgen 6MM HT11	Wirtgen Rhino Fine Drum (Road Tec)	O	Pavement - Milling & Cold Planing
15 Wirtgen W220	05220107	O	Pavement - Milling & Cold Planing
11 Wirtgen W100I	08101196	O	Pavement - Milling & Cold Planing
19 Wirtgen W220I	07220088	L	Pavement - Milling & Cold Planing
17 Wirtgen FB2200	Drum FB2200 HT22 LA6 FCS	O	Pavement - Milling & Cold Planing
05 Roadtec RX10	RX10-137	O	Pavement - Milling & Cold Planing
17 Wirtgen W50	1505.1085	O	Pavement - Milling & Cold Planing

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The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: January 27, 2021

To Whom It May Concern :

I hereby certify that according to the records of this office,

P. J. KEATING COMPANY

a corporation organized under the laws of

DELAWARE

on **May 12, 1992** was qualified to do business in this Commonwealth on

May 27, 1992 under the provisions of the General Laws, and I further certify that said corporation is still qualified to do business in this Commonwealth.

I also certify that said corporation is not delinquent in the filing of any annual reports required to date.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 21011028120

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: smc

Attachment A**SHORT FORM OF AGREEMENT FOR CONSTRUCTION
BETWEEN TOWN AND CONTRACTOR**

THIS AGREEMENT for the **Reclamation at Resurfacing of the West Parking Lot at Town Hall** (hereinafter referred to as the "Project"), is made this _____, by and between , a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at , (hereinafter referred to as the "CONTRACTOR"), and the Town of Leicester a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

ARTICLE 1: Contract Documents

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities and in the manner most favorable to the Town:

- A. This Short Form of Agreement for Construction between Town and Contractor
- B. General Conditions, as modified by the Supplementary Conditions, if any
- C. Project Specifications
- D. Invitation for bids, bid specifications, request for proposals or purchase description
- E. Drawings required for the project
- F. Performance bond in the form attached hereto as **Exhibit A (Not Applicable)**
- G. Payment bond in the form attached hereto as **Exhibit B**
- H. Addenda issued prior to execution of the Agreement
- I. Contractor's bid or proposal
- J. Modifications issued after execution of the Agreement, which are not attached hereto, including the following:
 - a. Work Order issued by the Town
 - b. Written amendment to the Agreement signed by both parties
 - c. Change Order
- K. Copies of all required bonds, certificates of insurance and licenses required under the Agreement
- L. Notice to Proceed, which may be delivered or issued on or after the Effective Date of this Agreement and may not be attached hereto, and
- M. The Summary of Conflict of Interest Law for Municipal Employees attached hereto as **Exhibit C**, as well as the acknowledgement of receipt of summary attached hereto as **Exhibit D** and confirmation of completion of online training; and any Statement of Compliance required pursuant to G.L. c, 149, § 27B.

EACH OF WHICH IS ATTACHED HERETO except as otherwise provided. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town. Such amendment or modification shall be incorporated into and made part of this Agreement.

ARTICLE 2: Scope of Work

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: Term of Agreement

- (a) **This Agreement shall be for a term of 26 calendar days, commencing on June 4, 2020 and ending on June 30, 2020** subject to annual appropriation as described in Article 7, "Termination." This Agreement may be renewed in writing at the sole option of the TOWN, and upon the terms described in writing.
- (b) All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Agreement. The Contractor shall meet the following Project Milestones:
 - 1. Full Beneficial Use/Substantial Completion of Construction on The West parking lot shall be complete no later than June 30, 2020.**
- (c) The Work will be substantially completed within 26 days after the date when the Contract Times commence to run as provided in Article 2 of the General Conditions and completed and ready for final payment within 26 days after the date when the Contract Times commence to run.
- (d) If the CONTRACTOR fails to substantially or finally complete the work or achieve any Milestone by the date specified in the Contract Documents, or an extended completion date which is mutually agreed upon by the TOWN and the CONTRACTOR, the CONTRACTOR shall pay to the TOWN not as a penalty but as liquidated damages the sum of \$2,000.00 (Two Thousand and 00/100 Dollars) per day for each and every calendar day beyond the date on which completion was required. This amount is fixed and agreed upon by and between the TOWN and CONTRACTOR to be the amount of damages which the TOWN would sustain and is based upon the parties' agreed upon reasonable estimate of those actual damages likely to result from the Contractor's breach hereunder. The TOWN's right to assess liquidated damages shall not preclude the TOWN from the exercise of any other rights to recover damages on account of the CONTRACTOR's failure to achieve substantial or final completion within the time required.

ARTICLE 4: Contract Sum

This is a unit price contract. The CONTRACTOR agrees to provide to the TOWN items at the specific price points listed in the CONTRACTOR'S bid submission, for the duration of the contract. The TOWN makes no guarantee to purchase any minimum or specific quantity of goods or services under the provisions of this contract. The total value of the goods and services will not exceed the sum of _____ without the issuance of a change order agreed to in writing by all parties.

ARTICLE 5: PAYMENT

- (a) CONTRACTOR shall submit Applications for Payment in accordance with Paragraph 14.02 of the General Conditions. Applications for Payment will be processed as provided in the General Conditions.
- (b) Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Article 3 of this Agreement.
 - 1. 95% of Work completed (with the balance being retainage).
 - 2. 95% percent of cost of materials and equipment not incorporated in the Work but which satisfies the requirements of Paragraph 14.02.A of the General Conditions (with the balance being retainage).
- (c) Upon satisfaction of the Substantial Completion procedures set forth in Paragraph 14.04 of the General Conditions, the Town shall pay an amount sufficient to increase total payments to CONTRACTOR to 99% of the Work completed, less such amounts as Owner may determine or withhold in accordance with Article 3 of this Agreement and Paragraph 14.04 of the General Conditions.
- (d) Upon final completion and acceptance of the Work and satisfaction of the procedures set forth in Paragraph 14.06 of the General Conditions, the Town shall pay the remainder of the Contract Price as provided in Paragraph 14.07 of the General Conditions.

ARTICLE 6: CONTRACTOR'S REPRESENTATIONS

In order to induce the Town to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Not Applicable
- E. CONTRACTOR has considered information known to CONTRACTOR; information commonly known to CONTRACTORS doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; discussion with the Superintendent, the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and CONTRACTOR's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraphs A through E above, CONTRACTOR does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7: TERMINATION

In addition to the provisions of Article 15 of the General Conditions, the Town shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement after the first year.

ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or by registered or certified mail to:

Town of Leicester:	Contractor:
David A. Genreux, Town Administrator and Contract Administrator Leicester Town Hall, 3 Washburn Square, Leicester, MA 01524 Phone: (508) 892-7077 Fax: (508) 892-7070 Email: genreuxd@leicesterma.org	Name Title Company Address Phone Fax Email

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS

When CONTRACTOR delivers the executed counterparts of the Agreement to Owner, CONTRACTOR shall also deliver performance and payment bonds as follows, subject to the additional requirements set forth in Paragraph 5.01 of the General Conditions:

- (a) The CONTRACTOR shall furnish a **100% Performance Bond** from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the Town in the full amount of the Contract Price and in the form attached hereto as **Exhibit A**. – **Note: This requirement is waived**
- (b) The CONTRACTOR shall furnish a **100% Payment Bond** from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the Town in the full amount of the Contract Price and in the form attached hereto as **Exhibit B**.

ARTICLE 10: INSURANCE

A. Insurance Generally

- 1. The CONTRACTOR shall purchase and maintain insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the CONTRACTOR's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.
- 2. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better as assigned by AM Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Town, or otherwise acceptable to the Town.

3. CONTRACTOR shall submit three originals of each certificate of insurance, acceptable to the Town, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self-insured retentions, and policy effective and expiration dates. Certificates shall show the Town and anyone else the Town requests as an additional insured as to all policies of liability insurance. Certificates shall specifically note the following:
 - that the General Liability policy includes contractual liability
 - that the General Liability policy includes the Town as additional insureds for ongoing operations (CG 20 10) and for completed operations (CG 20 37) or equivalent endorsements.
 - that the automobile liability, umbrella liability and pollution liability policies include the Town as additional insureds
 - that the General Liability policy includes endorsement CG 24 04 or equivalent, a Waiver of Subrogation in favor of the Town
 - that the Builders' Risk or Installation Floater is on an all risk basis including earthquake and flood, and includes the Town, CONTRACTOR, subcontractors and suppliers of any tier as named insureds or loss payees as their interests may appear.
 - that the policies have been endorsed such that none of the coverages shall be cancelled, terminated, or materially modified unless and until 30 days prior notice is given in writing to the Town.
4. CONTRACTOR shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the Town shall at all times possess certificates indicating current coverage.
5. If the Town requests, the CONTRACTOR shall file one certified complete copy of all policies and endorsements with the Town. If the Town is damaged by the CONTRACTOR's failure to maintain such insurance and to comply with the terms of this Article, then the CONTRACTOR shall be responsible for all costs and damages to the Town attributable thereto.
6. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Town at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
7. The CONTRACTOR is responsible for the payment of any and all deductibles under all of the insurance required below. The Town shall not in any instance be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

B. Commercial General Liability.

1. The CONTRACTOR shall purchase and maintain broad form general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/project basis. The policy shall provide the following minimum coverage to

protect the CONTRACTOR from claims with respect to the operations performed by CONTRACTOR and any employee, subcontractor, or supplier, or by anyone for whose acts they may be liable:

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

2. This policy shall include coverage relating to explosion, collapse, and underground property damage.
3. This policy shall include contractual liability coverage.
4. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Town. The CONTRACTOR shall provide renewal certificates of insurance to the Town as evidence that this coverage is being maintained.
5. If the Work includes work to be performed within 50 feet of a railroad, any exclusion for liability assumed under contract for work within 50 feet of a railroad shall be deleted.
6. This policy shall include the Town and anyone else requested by the Town as an additional insured via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.
7. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Town.

C. Automobile Liability.

1. The CONTRACTOR shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work:

Bodily Injury & Property Damage	\$1,000,000.00 combined single limit
---------------------------------	--------------------------------------

2. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Exhibit A to the Owner – CONTRACTOR Agreement, the CONTRACTOR, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.
3. The policy shall include the Town as an additional insured.
4. The policy shall contain a Waiver of Subrogation in favor of the Town.

D. Contractor's Pollution Liability.

The CONTRACTOR shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the CONTRACTOR during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Town shall be named as an additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows:

Limit of liability \$1,000,000 per occurrence
 \$3,000,000 aggregate

E. Worker's Compensation.

1. The CONTRACTOR shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152 as amended:

Worker's Compensation	Statutory limits
Employer's Liability	\$ 1,000,000 each accident
	\$ 1,000,000 disease per employee
	\$ 1,000,000 disease policy aggregate

2. If specified in Article 5 of the General Conditions, the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), or Maritime Liability.

3. The policy shall contain a Waiver of Subrogation in favor of the Town.

F. Umbrella Coverage

The CONTRACTOR shall provide Umbrella Coverage in a form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount:

<u>Contract Price:</u>	<u>Limit of Liability:</u>
Under \$150,000	\$1,000,000 per occurrence
\$150,000 -- \$1,000,000	\$2,000,000 per occurrence
\$1,000,001 -- \$5,000,000	\$5,000,000 per occurrence
\$5,000,001-- \$10,000,000	\$10,000,000 per occurrence
\$10,000,001 and over	\$25,000,000 per occurrence

G. Additional Types of Insurance

The CONTRACTOR shall provide such other types of insurance as may be required by Article 5 of the General Conditions.

ARTICLE 11: INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify, defend, and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) for or on account of or relating to any act, omission, or negligence of the CONTRACTOR, Subcontractors, or its or their agents or employees in the performance of the Work and/or their failure to comply with the terms and conditions of this Agreement. The foregoing provision shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by CONTRACTOR.
- B. In any and all claims against Owner or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 12: MANDATORY ETHICS TRAINING

A summary of the Conflict of Interest Law is attached hereto as **Exhibit C** and must be distributed to all key employees of the Contractor pursuant to G.L. c. 268A. Questions regarding whether any of the Contractor's employees are considered "key employees" should be directed to the Legal Division of the State Ethics Commission at (617) 371-9500. Pursuant to Chapter 28 of the Acts of 2009, as amended, all key employees must complete online ethics training on the State Ethics Commission's website, www.mass.gov/ethics. Within thirty days of the date of this Agreement, each key employee must provide to the Town a signed acknowledgment of receipt of the summary of the Conflict of Interest Law, in the form attached hereto as **Exhibit D**, and a certificate of completion of the online training which must be printed at the completion of the training. In the event that the term of this Agreement extends for more than two years, all continuously employed key employees shall repeat the online training and provide the Town with a new certificate of completion within ninety days before or ninety days after the two-year anniversary of the date of this Agreement. Any new key employee who becomes employed by the Contractor after the date of this Agreement and whose services are specifically required by this Agreement must complete the online training and provide the Town with a certificate of completion within thirty days of the date on which his services commence pursuant to this

Agreement. Satisfaction of these requirements is the sole responsibility of the Contractor and its key employees, and the Town shall have no liability for the Contractor's or its key employees' failure to meet these requirements.

ARTICLE 13: AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall comply with the requirements of G.L. c. 151 governing non-discrimination in employment.

ARTICLE 14: MISCELLANEOUS

- A. This Agreement shall be binding upon the Town and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Town and the CONTRACTOR. Neither the Town nor the CONTRACTOR shall assign, subcontract, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.
- B. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
- C. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. *

*If a Corporation, attach to each signed copy of this Contract an attested copy of the vote of the Corporation on authorizing the said signing and sealing.

CONTRACTOR: _____

BY: _____

TITLE: _____

Corporate Seal:

TOWN OF LEICESTER

**David A. Genereux, Town Administrator
Procurement Officer**

Dated: _____

Approved as to Funds Availability Pursuant to M.G.L. c. 44, §31C, I certify that an appropriation has been made in the total amount of the contract.

Town Accountant

Dated: _____

Funding Source:

Requisition Number: _____

Org: _____ Obj: _____ Project: _____

Procurement Source:

State	Contract	#
MHEC	Contract	#
Other		

ITEM 751

LOAM BORROW

CUBIC YARD

Description

This work shall consist of furnishing and placing loam borrow on an approved subgrade, complete-in-place, in conformity with these Specifications at the locations and to the dimensions, lines and grades as directed by the Owner.

Materials

Loam shall consist of fertile, friable natural topsoil, without admixtures of subsoil, refuse or other foreign materials, and shall be obtained from a well-drained arable site. The loam shall be of dark color when dry, and shall be of such a mixture of sand, silt, and clayey particles as to exhibit sandy and clayey properties in about equal proportions. It shall contain not less than 4 percent of organic matter, and shall be reasonably free from stumps, roots, hard dirt, heavy or stiff clay, stones larger than one-inch in diameter, lumps, coarse sand, noxious weeds, sticks, brush, or other litter.

Prior to stripping, the loam shall have demonstrated by the occurrence upon it of healthy crops, grass, or other vegetative growth, that it is reasonably well drained and that it does not contain toxic amounts of either acid or alkaline elements.

The depth to which the loam is to be taken shall be such that, when removed by mechanical means or by hand, the materials will be of the same composition and structure throughout. Loam shall not be delivered to the site in a frozen or muddy condition.

The Contractor shall notify the Owner in writing, at least four weeks in advance of the time he intends placing loam, stating the location and amount of the deposit, and the name and address of the owner. He shall also furnish such facilities, as the Owner may require for collecting, forwarding, and testing samples. All costs relative to the testing of loam shall be borne by the Contractor.

The Owner, at his discretion, may require samples for testing be taken in the field under the direction of the Owner. No loam may be placed without prior authorization from the Owner.

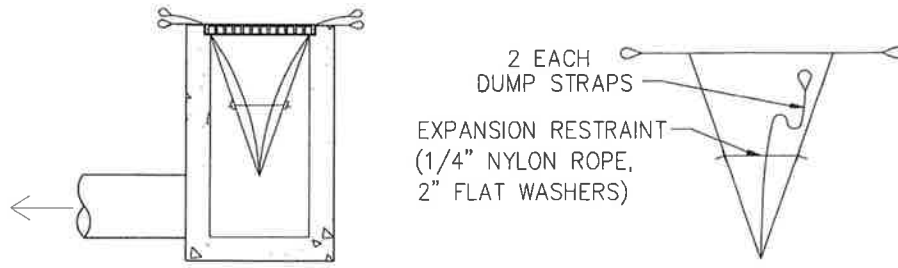
For testing, the samples shall be thoroughly oven dried to a constant weight at a temperature of 221°F. The loam shall contain not less than 4 percent nor more than 20 percent organic matter as determined by loss on ignition of the oven-dried samples. Other tests will be run as necessary to determine whether it is satisfactory for the intended use.

If, after testing of the samples, the loam is found to be unsatisfactory for the intended use, the Owner may require, as a requisite for acceptance, that the Contractor, without additional compensation, add to the loam proposed by him for use, lime, particular fertilizer, or particular humus, as directed, in order to make the loam suitable.

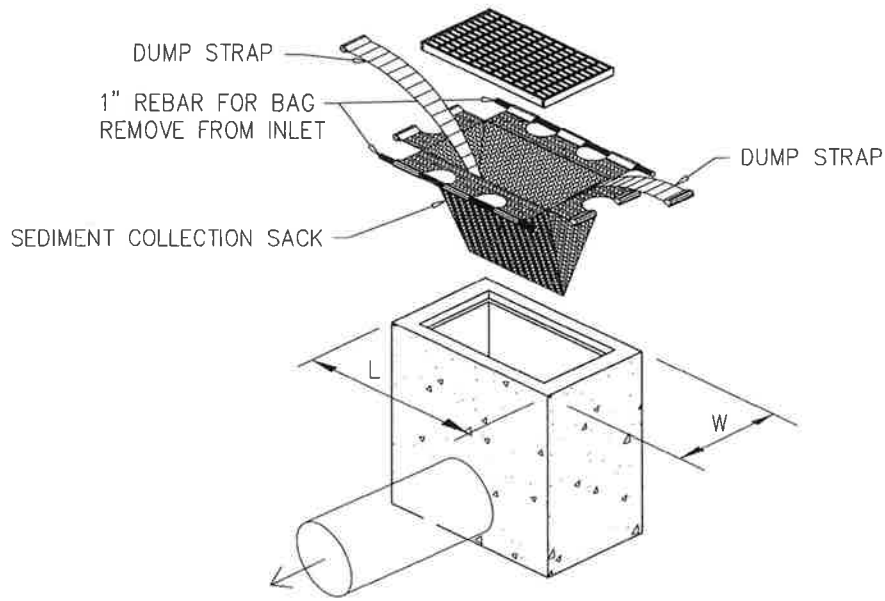
Limestone shall consist of pulverized limestone obtained by grinding either calcareous or dolomitic limestone so that 95 percent of the material will pass a No. 20 sieve and at least 50 percent will pass a No. 100 sieve. The limestone shall have a neutralizing value, satisfactory to the Owner, and shall comply with those provisions of General Laws, Chapter 94, as amended, which relate to commercial fertilizers.

Fertilizer - Fertilizer shall be furnished in containers plainly marked with the chemical analysis of the product and it shall have one of the following compositions by weight:

	<u>10-6-4</u>	<u>8-6-4</u>	<u>7-7-7</u>
Nitrogen	10% Min.	8% Min.	7% Min.
Available Phosphoric Acid (P2O5)	6% Min.	6% Min.	7% Min.
Water Soluble Potash (K2O)	4% Min.	4% Min.	7% Min.



BAG DETAIL



INSTALLATION DETAIL

SEDIMENT COLLECTION SACK DETAIL (ITEM 768.)

N.T.S.

ITEM 697.1**FURNISH AND INSTALL SEDIMENT COLLECTION
SACK (SILT SACK) IN DRAINAGE STRUCTURES****EACH**

The work to be done under this item shall include furnishing and installing sediment collection sacks in all existing and new drainage structures for the protection of the environment.

Construction

All existing and new drainage structures within limits of work shall have sediment collection sacks installed and maintained in good working condition until the completion of all construction activities within drainage collection area of each drainage structure. Sediment collection sacks shall be cleaned after each rain event and the collected material shall be removed and lawfully discarded. Sediment collection sacks shall be replaced if damaged, if no longer working properly and/or as directed by the Resident Engineer. Refer to detail provided below showing the sediment collection sack device. Contractor shall be responsible for field measuring all existing and new drainage structures to ensure that the proper size sediment collection sack is provided for each structure.

Sediment Collection Sack Material Specifications:

The sediment collection sack shall be manufactured from a woven polypropylene fabric with an oil-absorbent pillow insert or made completely from an oil-absorbent fabric with a woven pillow insert that meets or exceeds the following specifications.

<u>PROPERTIES</u>	<u>TEST METHOD</u>	<u>UNITS</u>
Grab Tensile Strength	ASTM D-4632	265 LBS
Grab Tensile Elongation	ASTM D-4632	20%
Puncture	ASTM D-4833	135 LBS
Mullen Burst	ASTM D-3786	420 PS
Trapezoid Tear	ASTM D-4533	45 LBS
UV Resistance	ASTM D-4355	90%
Apparent Opening Size	ASTM D-4751	20 US SIEVE
Flow Rate	ASTM D-4491	200 GAL/MIN/SQ FT Permittivity
	ASTM D-4491	1.5 SEC-1

Method of Measurement:

Furnishing and installing or replacing sediment collection sacks shall be measured as each unit installed and counted by the Engineer.

Basis of Payment:

Furnishing and installing or replacing sediment collection sacks shall be paid for at the contract unit price per sediment collection sack installed as counted by the Engineer. The removal and disposal of sediments and debris from the sediment collection sacks and the removal and disposal of all sediment collection sacks shall be incidental to this item.

ITEM 874.4

TRAFFIC SIGNS REMOVED AND STACKED

EACH

GENERAL

Work under this Section shall conform to the applicable provisions of Section 850 of the Standard Specifications and the following:

The work shall consist of removing and stacking existing regulatory, warning, and directional signs and supports. Signs and attached hardware shall be carefully removed from their supports. The surface shall be patched with a material to match the existing ground or as required by the Engineer.

The Contractor shall be responsible for the signs and shall replace or repair any damage due to his operations with no additional compensation. Signs not required by the Town shall be removed and discarded by the Contractor away from the site.

If signs are attached to existing light poles, utility poles or traffic poles, only the sign and attached hardware shall be removed and stacked.

METHOD OF MEASUREMENT

Item 847.4 Traffic Sign Removed and Stacked, for this item will be measured on a per each basis.

BASIS OF PAYMENT

Item 847.4 Traffic Sign Removed and Stacked, will be paid for at the Contract unit price, which price shall be full compensation for dismantling, loading, transporting and stacking of the signs and supports as designated above, the excavating and disposal of the existing foundation, and the supplying and placing of compacted gravel backfill where foundations and posts are removed, and the patching of the existing surface, including all labor, material and incidentals to complete the work as shown on the Plans and as required by the Engineer.

ITEM 874.2

TRAFFIC SIGNS REMOVED AND RESET

EACH

GENERAL

The work to be done under these Items shall consist of dismantling, removing, transporting, and resetting of existing signs including regulatory, guide and miscellaneous sign panels, as shown on the plans and/or as directed by the Engineer.

Existing sign panels and sign posts shall be stored at an appropriate location to prevent damage until ready to be installed in the new locations.

METHOD OF MEASUREMENT

Item 874.2 Traffic Sign Removed and Reset, for this item will be measured on a per each basis.

BASIS OF PAYMENT

Item 874.2, Traffic Sign Removed and Reset, which price shall be full compensation for dismantling, removing and transporting and resetting of the signs, removal and stacking of posts, supplying post mounts and necessary mounting hardware, excavation and stacking or disposal of the existing foundation, supplying and placing of gravel backfill, gravel compaction and the restoration or replacement in kind of disturbed surfaces, and any coordination on efforts with the relocation of the signs.

ITEM 701.3**CEMENT CONCRETE HANDICAP VIEWING AREA****LUMP SUM**

The work under this Item shall conform to the relevant provisions of Sections 150, 170, 701, 767, and 901 of the Standard Specifications and the following:

Work under this item consists of installing the proposed cement concrete handicap viewing area as shown on the plans and details. The contractor shall construct an ADA compliant cement concrete viewing area with galvanized steel reinforcement according to the details shown on the plans.

The contractor shall be responsible for the excavation, necessary compaction, and backfill of the proposed viewing area, complete with the proposed geotextile fabric, construction of all necessary form work, furnishing and installing all galvanized reinforcing steel, and the placement and finish of the proposed cement concrete pad at the elevations proposed on the plans. The installation of a proposed 3-foot minimum tall fence/railing around 3-sides of the viewing area shall be completed by others.

MATERIALS

Gravel Borrow: The proposed gravel borrow shall meet the requirements of M1.03.0 Type b of the Standard Specifications.

Crushed Stone: The proposed ¾" crushed stone borrow shall meet the requirements of M2.01.4 of the Standard Specifications for ¾" crushed stone.

Cement Concrete: The proposed cement concrete shall meet the requirements of M4.02.00 of the Standard Specifications for 4000 psi, ¾" 610 cement concrete. The viewing area cement concrete shall be in 2 placements unless otherwise approved by the engineer.

Geotextile Fabric: The geotextile fabric as shown on the details shall conform to the requirements of M9.50.0 of the Standard Specifications.

Steel Reinforcement: The proposed steel reinforcement shall meet the requirements of M8.01.8 for Galvanized Reinforcement. The steel reinforcement shall be sized according to the details on the plans.

METHOD OF WORK

The contractor shall excavate the area of the proposed handicapped viewing area to the proposed bottom of excavation as shown on the detail sheets. The existing subbase shall be compacted and backfilled with the proposed crushed stone wrapped in geotextile fabric as shown on the detail sheets. The crushed stone shall be suitably compacted according to the requirements of Section 170 of the Standard Specifications.

The contractor shall construct all necessary form work and place the proposed steel reinforcement as shown on the details, ensuring that the steel reinforcement is placed with the proper clearance from the edge of the proposed cement concrete.

The contractor shall place the cement concrete according to the provision of section 701 and 901 of the Standard Specifications. The contractor shall place the concrete to the proposed elevations, ensuring that the whole of the proposed handicapped viewing area meets ADA compliance standards. The handicapped viewing area will be broom finished.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 701.3 will be measured and paid for as a Lump Sum. This includes all labor, all materials, crushed stone, gravel borrow, cement concrete, geotextile fabric, steel reinforcement, form work, equipment, removal and disposal of existing earth or other existing materials encountered.

ITEM 686.11

REMOVE AND RESET STONE PLANTER AND SIGN

LUMP SUM

Description

The work under this item shall include the removal and relocation of the existing “Welcome to Leicester” sign and mortared stone wall planter on Paxton Street at approximately STA 201+15 RT. The existing sign and planter shall be relocated as shown on the plans and as directed by the Engineer.

The sign shall be removed and stored away from any active work. The Contractor shall take special care as to ensure that the sign suffers no damage during removal, storage, or reinstallation. The existing stones shall be carefully removed and reused. Supplemental stones matching the existing stones color, texture and size range may be used with prior approval from the engineer.

The reconstructed stone wall planter shall be a stone masonry wall in cement mortar. The work shall conform to Section 685 of the MassDOT Standard Specifications for Highway and Bridges 2020 edition. The dimensions of the planter shall match the existing dimensions as closely as is practical.

Method of Measurement

Item 686.11 Remove and Reset Stone Planter and Sign shall be measured as a Lump Sum for all work completed under this item.

Basis of Payment

Item 686.11 Remove and Reset Stone Planter and Sign shall be paid at the contract unit price per Lump Sum. The payment for this item shall include the removal, storage, and resetting of the existing sign and stone planter. All labor, equipment, excavation, and additional materials, including but not limited to gravel borrow, planting soil, mortar, and cement concrete for sign footings shall be incidental to this item.

ITEM 657.1

TEMPORARY POLYURETHANE SNOW FENCE

FOOT

The work under this Item shall conform to the relevant provisions of Sections 644 of the Standard Specifications and the following:

Work under this item consists of furnishing, installing, maintaining fence in a vertical and effective position at all times, and final removal of temporary fence.

The purpose of the fence is to prevent heavy equipment from going over and potentially causing damage to the existing underground cistern within Town Common, as directed by the Engineer, and as described herein.

Protection shall be for the duration of the construction activities unless otherwise directed.

MATERIALS

Polyurethane Snow Fence

Temporary Fence shall be such that it provides a minimum 36-inch-tall barrier that remains vertical and effective (not sagging) for the duration of period required. Fence shall be orange plastic safety fence (recommended where high visibility is necessary) or other approved material.

Per the Engineer, additional posts, deeper post depths, and/or additional attachments will be used if the fabric or fence sags, leans or otherwise shows signs of failing to create a sufficient barrier to access.

METHOD OF WORK

Fence shall be installed prior to any construction work or staging activities and shall be installed and maintained in a vertical and effective position at all times.

Fence shall be repositioned where and as necessary for optimum effectiveness. Repositioning shall be incidental to this item. Fence shall not be moved without prior approval by the Engineer.

After construction activities are completed, or when directed by the Engineer, fence, stakes, and other materials shall be removed and disposed off-site by the Contractor.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 657.1 will be measured and paid for payment by the FOOT of fence, complete in place. This includes all labor, materials, equipment, maintenance, final removal and disposal of the protective materials, damages repair, and all incidental cost required to complete the work.

Payment of 40 percent of value will be made upon installation of Fence. The remaining 60 percent will be made when protection materials have been removed and disposed off-site.

ITEM 506.01

**GRANITE CURB TYPE VB – 24 INCH,
STRAIGHT**

FOOT

DESCRIPTION

The work under these items shall include the furnishing and installation of granite curbing at the back of sidewalk as indicated on the plans.

MATERIALS

The granite curbing shall be in conformance with section M9.04 and the details within the construction plans. No pieces shorter than four feet shall be allowed. Surface wind marks or jagged edges will be allowed.

CONSTRUCTION METHODS

The granite curbing shall be installed in conformance with section 500 and the details within the construction plans.

METHOD OF MEASUREMENT

Item 506.01 will be measured per foot installed complete and in place.

BASIS OF PAYMENT

Item 506.01 Granite Curb Type VB – 24 Inch Straight will be paid by the foot of curb installed, which price shall include all labor, material, equipment and incidental costs required to complete the work.

ITEM 504.2

**GRANITE CURB VA4 – SPLAYED END
(TRANSITION FROM CURB TO EDGING)**

EACH

GENERAL

Work under this item shall include the furnishing and installation of transition granite curbing between the proposed six-inch granite curbing and existing or proposed HMA curb as indicated on the plans.

The work shall conform to the relevant provisions of Section 500 of the Standard Specifications and the following:

The transition curb shall be Type VA4 per M9.04. The cut edge shall be sawed to an approximately level plane, and shall have no projections or depressions greater than 1/8 inch, as shown on the plans.

METHOD OF MEASUREMENT

Granite Curb Type VA4 – Splayed End will be measured for payment by the unit each, complete in place.

BASIS OF PAYMENT

Item 504.2 will be paid and measure per each transition curb installed, the price shall include all labor, material, equipment, and incidental costs required to complete the work.

ITEM 482.3**SAWING ASPHALT PAVEMENT****LINEAR FOOT**

The work under this item shall conform to the relevant provisions of Section 400 of the Standard Specifications and the following:

The work shall include the sawcutting of asphalt pavement at the limits of cold planing and as directed by the Town of Leicester. All edges of excavations made in existing asphalt pavements, including driveways, shall be squared by saw cutting with power-driven tools to provide a neat, clean edge for joining new pavement as shown on the Plans. Ragged, uneven edges will not be accepted. Areas that have been broken or undermined shall be edged neatly with minimum disturbance to remaining pavement.

The existing asphalt pavement shall be sawcut through its full depth or to the elevation of the abutting proposed bituminous concrete pavement subgrade, whichever is lesser, where shown on the drawings and at all joints between existing and proposed pavements, to provide a uniform, vertical surface for the proposed pavement joint with the existing pavement.

Sawcut edges which become broken, ragged, or undermined as a result of the Contractor's operations shall be re-sawcut prior to the placement of abutting proposed pavement at no additional cost to Owner. Sawing bituminous concrete will be measured for payment by the foot on the pavement surface complete in place.

Method of Measurement

Sawing asphalt pavement will be measured per linear foot.

Basis of Payment

Sawing asphalt pavement will be paid for at the contract unit price per foot which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

Sawing pavements required as part of the installation of waterworks, storm drains, curb and hot-mix asphalt patches will be included as part of those Items and will not be included in the price per foot for this Item.

ITEM 452.**ASPHALT EMULSION FOR TACK COAT****GALLON**

The work under this item shall conform to the relevant provisions of Section 400 of the Standard Specifications and the following:

A tack coat of asphalt emulsion, grade RS-1 shall be uniformly applied to existing or new pavement surfaces prior to placing pavement courses as specified below. The existing surface shall be swept clean of all foreign matter and loose material using a mechanical sweeper and shall be dry before the tack coat is applied.

(1) Tack Distributor System.

A pressure distributor shall be used to apply the tack coat. The tack distributor system shall be equipped with the following to control and monitor the application:

- (a) System for heating the asphalt emulsion uniformly to specified temperature.
- (b) Thermometer for measuring the asphalt emulsion temperature.
- (c) Adjustable full circulation spray bar.
- (d) Positive controls including tachometer, pressure gauge, and volume measuring device.

(2) Tack Application Requirements.

When an HMA pavement course is placed on an existing pavement surface, a tack coat shall be applied at the rate of 1/20 gal/s.y. (0.20 liters/square meter). All existing surfaces subjected to milling shall receive a tack coat at the rate of 1/10 gal/s.y. (0.40 liters/square meter).

Any new HMA pavement course that has been open to traffic, or that was placed 30 days prior to placement of the subsequent pavement course, shall receive a tack coat at an application rate of 1/20 gal/s.y. (0.20 liters/square meter).

When the surface of a new HMA pavement course is in a condition which in the Engineer's judgment is unsatisfactory for the direct placement of the subsequent pavement course, a tack coat shall be applied at the applicable rate specified above for the particular pavement surface condition.

In addition to the requirements above, all vertical surfaces of curbs, edging, utilities, and drainage structures shall receive a thorough tack coat application immediately prior to placing each HMA pavement course.

(3) Tack Inspection.

The asphalt emulsion temperature and application rate shall be periodically measured and properly recorded by the Contractor on NETTCP Inspection Report Forms. If the temperature or application rate is determined to not be in conformance with the specification requirements above, the Contractor shall make appropriate adjustments to the tack application operations.

Method of Measurement

Work under this Item shall be measured for payment by the gallon installed and accepted by the Town of Leicester.

Basis of Payment

Payment shall be paid for at the contract unit price per gallon. The price shall include full compensation for all labor, transportation, tools, materials, and equipment required for the installation of this Item.

ITEM 451**HOT MIX ASPHALT FOR PATCHING****TON**

The work under this item shall conform to the relevant provisions of Section 400 of the Standard Specifications and the following:

Areas of existing HMA pavement courses that are significantly distressed or unsound shall be removed and replaced with patches using new Hot Mix Asphalt. The location and limits of patching will be as identified in the plans or as marked by the Town of Leicester.

Each existing pavement course determined to be unsound shall be removed to the full depth of the pavement course within a rectangular area. For each patch location equal to or greater than 50 square feet (4.6 square meters) in area and having a minimum dimension of 4 feet (1.2 meters) where the existing pavement courses are removed down to subbase, the subbase shall be compacted by mechanical means to not less than 95% of the maximum dry density of the subbase material as determined by AASHTO T 99 method C. at optimum moisture content. Each edge of the patch area shall be sawcut or otherwise neatly cut by mechanical means to provide a clean and sound vertical face. The vertical face of each edge shall be thoroughly coated with a hot poured rubberized asphalt sealant meeting the requirements of ASTM D3405 immediately prior to placing the HMA patching mixture.

Delaminated areas of existing pavement courses resulting from pavement milling shall be cut back neatly by mechanical means to the limits of any unsound material. After removing all unsound material, the underlying pavement surface within the patch limits shall receive a thorough tack coat at a rate of application of 1/10 gal/s.y. (0.40 liters/square meter) immediately prior to placing the HMA patching mixture.

HMA patching mixture shall be the same mixture type as the existing pavement course being patched or as specified on the plans or as directed by the Town of Leicester. The lift thickness of the patching mixture shall not exceed four times the nominal maximum aggregate size of the mixture. The patching mixture will be placed by hand or by mechanical means and shall match the thickness, grade, and cross-slope of the surrounding pavement. The HMA patching mixture shall be compacted using a steel wheel roller. For patch areas not large enough to permit use of a roller, compaction shall be accomplished using a mechanical tamper capable of achieving the required in-place density. The Contractor shall test the in-place density of each patched area using a calibrated density gauge and record the test data for each patched area on NETTCP Test Report Forms. The in-place density of the HMA patching mixture shall be not less than 90% of the maximum theoretical density of the mixture as determined by AASHTO T 209.

HMA Leveling Courses shall only be used when specified in the Plans or Special Provisions. The HMA mixture used for a Leveling Course shall be as specified in the Plans or Special Provisions and shall conform to the relevant Materials requirements of Section 450.

Method of Measurement

Work under this Item shall be measured for payment by the tonnage installed and accepted by the Town of Leicester.

Basis of Payment

Payment shall be paid for at the contract unit price per ton. The price shall include full compensation for all labor, transportation, tools, materials, and equipment required for the installation of this Item.

ITEM 440.

CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL

POUND

The work under this item shall conform to the relevant provisions of Section 400 of the Standard Specifications and the following:

Calcium chloride shall conform to the requirements of AASHTO Designation M144, Type I or Type II.

Calcium chloride shall be uniformly applied at a rate of 1 1/2 pounds per square yard or at any other rate as directed by the Engineer, by means of mechanical spreader, or other approved methods.

Method of Measurement

Calcium chloride shall be measured per pound as determined by the Engineer during application.

Basis of Payment

This item will be paid for at the Contract Unit Price per pound as verified by the Engineer. The price bid shall include full compensation for all necessary labor, tools, grading, fine grading, compaction, backfill, and all other incidental work necessary for the completion of this item.

ITEM 223.1 **FRAME AND GRATE (OR COVER) REMOVED AND STACKED** **EACH**

The work under this item shall conform to the relevant provisions of Section 200 of the Standard Specifications and the following:

All existing Frames and Grates (or Covers) to be removed and stacked shall be carefully removed and the area be prepared for a new Frame and Grate.

All Frames and Grates (or Covers) that are removed and stacked in this project shall be delivered to the Leicester Highway Department facility located at 59 Peter Salem Road (approximately 2.0 miles from Leicester Town Hall via Route 56 to Peter Salem Road).

All items delivered to the Leicester Highway Department shall be signed for by the Highway Department on delivery slips prepared by the contractor. The original, signed, delivery slip shall be provided to the Highway Superintendent, at Highway Department facility located at 59 Peter Salem Road.

Method of Measurement

Frame and Grate (or Cover) Removed and Stacked shall be measured for payment by each frame and grate (or cover) actually removed, delivered, and signed for at the Town of Leicester Highway Department.

Basis of Payment

Frame and Grate (or Cover) Removed and Stacked shall be paid for at the contract unit price per each. The price shall include full compensation for all labor, transportation, tools, materials, and equipment required for the removal and delivery of this Item.

Payment for this item shall be contingent upon the Town of Leicester taking acceptance of the old materials removed and stacked and receiving the original, signed, delivery slips.

ITEM 222.3 **FRAME AND GRATE (OR COVER) – MUNICIPAL STANDARD** **EACH**

The work under this item shall conform to the relevant provisions of Section 200 of the Standard Specifications and the following:

Frame and covers shall be the four-inch (4") type.

All new castings shall be set to final line and grade with final pavement placed 14 calendar days of the casting being installed. Adjustment will not be paid separately for this Item.

All iron castings for frames, grates and/or covers shall be preapproved by the Town of Leicester and shall conform to the requirements of ASTM A48-76 for Class No. 30 gray iron castings.

Frame and grates or covers shall be municipal standard meeting the requirements of the Town of Leicester. Sanitary sewer manhole covers shall read "SEWER" and storm drain covers shall read "DRAIN".

Contractor shall coordinate with the Leicester Sewer Department to determine which, if any, sewer manhole cover adjustments, new frames or new covers are required. Said work shall only be performed upon written direction from the Town of Leicester. Where replacement of frames and/or covers are required the contractor shall only receive payment for this work with copies of appropriate written direction provided and original slips of old frames and/or covers delivered to the Leicester Highway Department.

Method of Measurement

Frame and Grate–Municipal Standard shall be measured per each installed complete in place.

Basis of Payment

Frame and Grate–Municipal Standard will be paid for at the Contract Unit Price per each complete and accepted. The price bid shall include full compensation for any saw-cutting, excavation, disposal of excavated material, grading, fine grading, compaction, backfill, stone, pipe connections and all necessary labor, tools, materials, and all other incidental work necessary for the completion of this item.

Measurement

The quantity to be paid for under ITEM 201.5 shall be the actual number of Catch Basin's, complete with six-inch schedule 80 PVC riser, constructed regardless of depth, complete-in-place, in accordance with the details shown on the Contract Drawings, as specified in these Specifications, and as directed by the Engineer.

Basis of Payment

The contract unit price paid for each Catch Basin shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the manholes and six-inch PVC riser, complete-in-place as shown on the Contract Drawings, as specified in these Specifications and as directed by the Engineer.

Performing all excavation (except Class B Trench Excavation and Class B Rock Excavation), sheeting, shoring and backfilling operations will be considered as incidental to the work of constructing the manhole, and no separate payment will be made therefor.

Furnishing and placing Class A Concrete fill and constructing brick inverts as shown on the Contract Drawings will be considered as incidental to the work of constructing the manhole and no separate payment will be made therefor.

New castings furnished shall be measured and paid for under ITEM 222.3.

Payment for concrete collars shall be included in the contract unit price for the structure involved.

A crushed stone bed wrapped in filter fabric between the normal grade line and the base of the manhole will be considered as incidental to the work of constructing the manhole and no separate payment will be made therefor.

All schedule six-inch schedule 80 PVC conduit, fittings, threaded cleanouts, and required excavation and backfill for the installation thereof, shall be incidental to the work. Coring and grouting into the catch basin structure shall also be incidental to the work.

ITEM 201.5**CATCH BASIN – MUNICIPAL STANDARD****EACH**

The work to be done under this Item consists of constructing catch basin structures in accordance with the details shown on the Contract Drawings, as specified in these Specifications, and as directed by the Engineer. Catch Basin shall be constructed of standard precast concrete sections.

Materials and Construction Methods

The materials and construction methods shall conform to the relevant provisions and requirements of SECTION 201., BASINS, MANHOLES, AND INLETS of the "Standard Specifications", except for the following requirements.

Concrete fill shall be Class A Cement Concrete Masonry and shall conform to the requirements specified under ITEM 903.

Cast-iron manhole frame and cover shall be as specified under ITEM 222.3 of these Specifications. **Frame and covers shall be the four-inch (4") type.**

Precast reinforced concrete riser sections, tapered sections and/or top slabs and grade rings for Catch Basins shall conform to the specifications of ASTM Designation: C478. Shop drawings and design details shall be submitted to the Engineer for review.

Joints between manhole sections shall be sealed watertight using preformed rubber seals conforming to Federal Specifications SS-S-210, Type I.

Class "A" cement concrete and reinforcing steel for manhole structures shall be as specified in SECTION 900 of these Specifications.

Non-shrink mortar for pointing exterior joints between precast manhole sections shall be "EMBECO", manufactured by Master Builders, "Intraplast", manufactured by Sika Chemical Corporation, "Five Star Grout", manufactured by U.S. Grout Corporation, or equal, prepared and used in accordance with manufacturer's recommendations.

Crushed stone for the bedding of Catch Basin structures shall be as specified in ITEM 156. of these Specifications.

Filter fabric shall be Type II conforming to the requirements specified in Subsection M9.50.0, Geotextile Fabrics of Division III of the "Standard Specifications".

Excavation, dewatering, sheeting, and shoring operations, where required, shall conform to the relevant provisions and requirements specified in SECTION 140 of the "Standard Specifications".

Precast manhole sections shall be set so as to be vertical and in true alignment.

The exterior surfaces of joints of the precast manholes shall be sealed with non-shrink grout as shown on the Contract Drawings.

A six-inch schedule 80 polyvinyl chloride (PVC) conduit riser shall be installed as shown on the plans and details. The riser shall include six-inch schedule 80 PVC conduit, schedule 80 PVC fittings, and two threaded PVC cleanout caps as detailed on the plans. The location of the buried cleanout cap shall be marked with a wooden stake as shown on the plans. The riser invert shall be cored into the side of the catch basin and the PVC will be grouted in place so as to create a watertight seal as shown on the plans.

ITEM 170.**FINE GRADING AND COMPACTING****SQUARE YARD****Description**

This work shall consist of performing all fine grading and compaction operations involved in the preparation of gravel base course areas prior to placement of pavement for sidewalks, driveways, parking lots and/or roadways.

The work shall be performed in accordance with the details shown on the Contract Drawings, as specified in these Specifications, and as directed by the Engineer.

Construction Methods

The finished base course and subgrade areas, immediately prior to placing new material thereon, shall have a relative compaction of not less than 95 percent of the maximum dry density for a depth of at least 6 inches. The maximum dry density shall be determined by AASHTO Test Designation: T 99, Method C. The finished base course and subgrade areas shall be smooth and uniform and true to the required grade and cross-section.

The surface of the grading plane at any point shall not vary more than 3/8 inch above or below the grade established by the Engineer and to a maximum irregularity not exceeding 3/8 inch under a 10-foot line longitudinally.

Finished base course and subgrade areas that do not conform to the above requirements shall be reshaped to conform to the specified tolerance and recompact. The Contractor shall repair at his expense any damage to the prepared gravel base course and subgrade caused by his operations or by use of public traffic. No material shall be placed upon the prepared finished gravel base course or subgrade until these areas are in a condition meeting the requirements specified.

All debris and loose rocks larger than 2 inches in maximum dimension shall be removed from the finished areas and disposed of. The trimmed and shaped areas shall be left in a neat and orderly condition.

Measurement

Quantities of fine grading and compacting of gravel base course areas for sidewalks and drives, and for roadway and parking lot subgrade areas will be determined for payment in square yards by horizontal measurement of the areas actually fine graded and compacted.

The shaping and compacting of the gravel base and subgrade for roadway patches will not be measured for payment under this item of work.

Payment

The contract price paid per square yard for ITEM 170., FINE GRADING AND COMPACTING shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete-in-place, as specified in these Specifications and as directed by the Engineer.

Furnishing and applying an adequate supply of water will be considered as incidental to performing the specified work and no additional compensation will be allowed therefor.

The price stated is full compensation for furnishing, hauling, grading, shaping, and compacting Gravel Borrow for the construction of gravel base courses for driveways, sidewalks, and wheelchair ramps and for all other work and expenses incidental thereto.

Wherever required or directed by the Engineer, the Contractor shall backfill all unauthorized excavated areas to the planned or authorized excavation limits with gravel borrow at his own expense.

ITEM 151.**GRAVEL BORROW****CUBIC YARD**

The work under this item shall conform to the relevant provisions of Section 150 of the Standard Specifications and the following:

The Contractor shall furnish, spread, and compact gravel borrow material for the construction of gravel base course for driveways, test pits and authorized below grade excavations not covered under any other item, and elsewhere as specified in these Specifications and as required by the Engineer.

This work shall be performed in accordance with the details shown on the Contract Drawings, as specified in these Specifications, and as directed by the Engineer.

Materials

Gravel borrow material shall consist of inert material that is hard, durable stone and coarse sand, free from loam and clay, surface coatings and deleterious materials.

The percentage composition by weight of the gravel base course material at the time it is deposited shall conform to the requirements of Section M1.03.0 of the Standard Specifications for Gravel Borrow.

Construction Methods

Where the required thickness is 8 inches or less, the material may be placed and compacted in one layer. Where the required thickness is more than 8 inches, the material shall be placed and compacted in two or more layers of approximately equal thickness, but the maximum compacted thickness of any one layer shall not exceed 8 inches.

Gravel base course material shall be placed and compacted in conformance with the relevant provisions and requirements specified under Subsection 401.60 of the "Standard Specifications" as applicable, except as noted on the Contract Drawings and elsewhere within these Specifications.

The completed gravel base course shall have a relative compaction of not less than 95 percent as determined by AASHTO Designation: T-99, Test Method C.

The finished surface of the gravel base shall be smooth and uniform and true to the required grade and cross section. The surface of the grading plane at any point shall not vary more than 3/8-inch above or below the grade established by the Engineer and to a maximum irregularity not exceeding 3/8-inch under a 10-foot longitudinal line.

Gravel borrow courses that do not conform to the above requirements shall be shaped to conform to the specified tolerance and recompact. The Contractor shall repair at his expense any damage to the prepared gravel sub-base and base courses caused by his operations or by use of public traffic. No material shall be placed upon the prepared gravel base course until it is in a condition meeting the requirements specified.

Measurement:

Quantities of Gravel Borrow shall be measured and determined by the Engineer in the field, for the construction of gravel base courses for driveways, sidewalks, and wheelchair ramps and for backfill material for authorized below-grade excavation.

Basis of Payment:

The quantity to be paid for under Item 151., Gravel Borrow, is the actual number of cubic yards of gravel borrow for construction of driveways, test pits and authorized below grade excavation not covered under any other item placed and compacted; all in accordance with the details shown on the Contract Drawings, as specified in these Specifications, and as directed by the Engineer.

ITEM 141.1

TEST PIT FOR EXPLORATION

CUBIC YARD

The work under this item shall conform to the relevant provisions of Section 140 of the Standard Specifications and the following:

All test pits must be coordinated with the Leicester Highway Department. A representative of the Leicester Highway Department shall specify the location and size of the test pit and shall be present during the excavation.

The test pit shall be backfilled with Town of Leicester approved gravel borrow, placed in six (6") lifts and compacted to 95% of the maximum density.

Bypass pumping, sheeting/shoring, dewatering, excavation, cutting existing pavement, bedding, backfilling, dust control, appurtenances, and the removal and disposal of the existing VC sewer piping to be replaced shall be considered incidental to the work with no additional compensation provided.

Shoring shall be utilized as necessary to prevent caving of adjacent pavement. Where required proposed shoring shall be designed and stamped by a Massachusetts Registered Professional Engineer at the expense and direction of the Contractor and submitted to the Engineer for approval. Shoring submittal shall include design computations and all proposed shoring and bracing plans and details addressing all necessary construction requirements.

The hot mix asphalt used to repair and patch the road shall be considered incidental this Item. The depth of pavement repair will be determined by the Leicester Highway Department.

The compacted Gravel Borrow used to backfill the Test Pit shall be paid under Item151-Gravel Borrow

Method of Measurement:

The measurement for payment under this item will per cubic yard as measured in the field.

Basis of Payment:

This item will be paid for at the Contract Unit Price per square yard complete and accepted. The price bid shall include full compensation for all necessary labor, tools, and materials including the saw-cutting of pavement, excavation, disposal of excavated material, grading, fine grading, compaction, backfill, hot mix asphalt for roadway repair and all other incidental work necessary for the completion of this item.

ITEM 129.2

PAVEMENT EXCAVATION

SQUARE YARD

GENERAL

The work done under this item will conform to the applicable provisions of Section 120 of the Standard Specifications and as follows.

Existing pavement excavated in prosecution of the work shall be excavated separately and disposed of properly at a certified asphalt recycling facility.

BASIS OF PAYMENT

Compensation will be at the contract unit price for Item 129.2 for each Square Yard excavated and disposed of completely.

ITEM 120.1**UNCLASSIFIED EXCAVATION****CUBIC YARD**

The work under this item shall conform to the relevant provisions Section 100 of the Standard Specifications and the following:

Unclassified excavation shall consist of the removal and disposal of all material not being removed under some other item of work which is encountered in excavating to the proposed roadway, parking lot, sidewalk, driveway or walk subgrade and the excavation and backfilling of test pits within the limits of the Contract in accordance with these Specifications and in close conformity with the lines, grades, thicknesses and cross sections shown on the Contract Drawings or established by the Engineer.

Unclassified excavation shall include, but not be limited to the removal and disposal of stones or parts of stones less than one cubic yard, brick, reinforced and non-reinforced cement concrete roadway pavements and bases, masonry structures regardless of size and/or materials, patched bituminous concrete pavements, below grade excavation of unsuitable materials, and any other material which interferes with the planned subgrade for roadways.

Unless otherwise permitted by the Engineer, the Contractor shall so prosecute his work so traffic will be maintained over and through the working area with a maximum of safety and convenience in accordance with the provisions of Section 7, Article 22, Maintenance and Protection of Traffic. Additional requirements regarding maintenance of travel are explained in the aforementioned article.

The Contractor shall be held responsible for notifying the City Engineer's Office, the Superintendent of the City of Malden Public Works Department, and all non-city owned utilities of his intent to excavate for the proposed construction and for verifying the location and number of all surface and subsurface structures and lines on or adjacent to the proposed construction.

Existing improvements and facilities, adjacent property and trees or plants that are not to be removed shall be protected from injury or damage resulting from the Contractor's operations. Only trees and plants that are designated for removal by the Engineer shall be removed.

Existing curb and sidewalk backing, which is to remain shall be protected against displacement, either vertical or horizontal, during the performance of the work.

Method of Measurement:

Quantities of unclassified excavation will be measured in their original position by the cross-section method, except as provided in the following paragraph.

Where due to the nature of a particular operation or for any other reason, it is impossible or impractical to measure quantities of excavation by means of the cross-section method, the Engineer will compute the quantities of material excavated by a method which in his opinion is best suited to obtain an accurate determination.

Basis of Payment:

The quantity to be paid for under ITEM 120.1 is the number of cubic yards of material so excavated and measured as provided herein. The price stated is full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in performing the excavation as shown on the Contract Drawings, as specified in these Specifications, and as directed by the Engineer.

ITEM 105

STUMP REMOVED

EACH

The work under this item shall conform to the relevant provisions of Section 100 of the Standard Specifications and the following:

The work done under this Item shall consist of removal and disposal of stumps from the designated work area. The Contractor shall maintain and protect existing trees designated to remain.

The burning of trees or stumps will not be permitted.

Method of Measurement

Stumps removed will be measured by each removed as recorded by the Engineer.

Basis of Payment

The quantity to be paid for under this Item is full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in performing the removal and disposal of stumps as shown on the Contract Drawings, as specified in these Specifications, and as directed by the Engineer.

of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with topsoil.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 102.511 will be measured and paid at the contract unit price per each. This will include full compensation for all labor, equipment, materials, and incidentals for the satisfactory completion of the work and the subsequent removal and satisfactory disposal of the protective materials upon completion of the contract.

In the event of tree damage, cost of Arborist services, of remediation measures, and/or tree removal will be borne by the Contractor.

Payment under this item will be scheduled throughout the length of contract:

- 40% of value shall be paid upon installation of trunk armoring and completion of pruning work, if required.
- 60% shall be paid at the end of construction operations that would damage the tree and after protection materials have been removed and properly disposed of by the Contractor. In the event of repairable damages, payment shall be made after the completion of remediation measures.

In the event of irreparable damage due to lack of proper protective measures being take there will be no compensation in addition to the \$500.00 per diameter inch penalty.

ITEM 102.511**TREE PROTECTION – ARMORING & PRUNING****EACH**

The work under this item shall conform to the relevant provisions of Sections 771 and shall be for furnishing and installing temporary tree trunk protection and for limb pruning to prevent injury to the tree from construction equipment and activities.

Trunk armoring is for instances where construction activity (the use of heavy equipment) comes close enough to potentially damage the tree trunk or limbs. It is to be used where shown on the plans and as directed by the Engineer. Tree protection is not needed if tree is to be determined to be dead at time of construction.

REFERENCES

If requested, the Contractor shall provide to the Engineer one copy of the latest edition of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance: Part 1- Pruning and Part 5-Construction Management Standard. Provision of reference shall be incidental to this item.

MATERIALS

Trunk armoring shall be such that it prevents damage to the trunk from construction equipment. Selected material shall be such that installation and removal will not damage the trunk.

Acceptable materials include 2x4 wood cladding with wire or metal strapping, or, for instances when duration of construction activities is less than three months, corrugated plastic pipe mounted with duct tape. Height of cladding shall be from base of tree (including root flare) to the bottom of the first branch or as recommended by the Arborist. Material and methods shall be approved by the Engineer.

Other materials or methods may be acceptable if approved by MassDOT Landscape Design or an Arborist.

METHODS OF WORK

Prior to construction activities, the Engineer, the Contractor, the Town Tree Warden, and the Arborist, if specified, shall review trees noted on the plans to be protected. Final decision as to trees armored and/or pruned shall be per the Engineer.

Care shall be taken to avoid damage to the bark during installation and removal of armoring. Trunk armoring shall be replaced and maintained such that it is effective for as long as required and shall be removed immediately upon completion of work activities adjacent to trees.

Pruning of limbs shall conform to the techniques and standards of the most recent ANSI A300 standards.

DAMAGES & PENALTIES

In the event that trees designated for protection under this item are damaged, including root damage from unapproved trespassing onto the root zone, the Contractor shall, at his own expense obtain an Arborist. The Arborist shall be approved by MassDOT.

If, based on the recommendations of the Arborist, the Engineer determines that damages can be remedied by corrective measures, such as repairing trunk or limb injury, soil compaction remediation, pruning, and/or watering, the damage will be repaired as soon as possible within the appropriate season for such work and according to industry standards.

If the Engineer determines that damages are irreparable, the Contractor shall pay for the damages in the amount of \$500.00 per diameter inch at breast height (DBH) per tree.

Additionally, if the Engineer determines that the damages are such that the tree is sufficiently compromised as to pose a future safety hazard, the tree shall be removed. Tree removal will include clean up of all wood parts, grinding

Unless otherwise amended by Special Provisions or Contract Drawings, all work and the following list of items shall conform to the requirements of the applicable "Sections" of the Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges dated 2021, and including any and all amendment's or addenda thereto, hereinafter referred to as the "Standard Specifications".

SPECIAL PROVISIONS

At least 50 percent by weight of the nitrogen content shall be derived from organic materials. The fertilizer shall comply with provisions of MGL, Chapter 94, as amended, relating to fertilizers.

Construction Methods

After approval of the rough grading, the loam shall be hauled, deposited, and spread 4 inches in depth, on the areas designated by the Owner. All grass and weed growth on the areas designated to be loamed and seeded shall be removed before the loam is placed thereon. After the loam has been spread, it shall be carefully prepared by spading or harrowing, and raking with iron rakes. All large stiff clods, lumps, large stones, brush, roots, stumps, litter, and other foreign material shall be removed from the loamed area and disposed of in a manner satisfactory to the Owner.

The compaction shall be equivalent to that produced by a hand roller weighing from 75 to 100 pounds per foot of width. All depressions caused by settlement or rolling shall be filled with additional loam, and the surface shall be re-graded and rolled until it presents a reasonably smooth and even finish and is up to the required grade.

During hauling operations, the roadway and parking lot surface shall be kept clean, and any loam or other dirt which may be brought upon the surface shall be removed promptly and thoroughly before it becomes compacted by traffic.

Limestone, where necessary, shall be spread and thoroughly incorporated in the layer of loam to adjust the acidity of the loam. The rate of application of the limestone will vary up to a maximum of one pound per square yard. The limestone shall be thoroughly incorporated into the layer of loam and the upper one-inch of the underlying subsoil by harrowing or other methods satisfactory to the Owner.

Prior to seeding, all loamed areas shall have fertilizer spread on the top layer of loam at the rate of approximately two-tenths (0.2) of a pound per square yard and worked into the seed bed. The full depth of loam shall then be spaded or harrowed, and then graded and rolled to the required cross section.

Measurement

The quantity of Loam Borrow to be measured is the number of cubic yards furnished, complete-in-place, and accepted by the Owner, as follows: the number of square yards of loam borrow furnished and placed in accordance with these Specifications times the specified depth.

Payment

The contract unit price per cubic yard bid for ITEM 751., LOAM BORROW shall constitute full compensation for furnishing, placing, and compacting all materials, including loam borrow, fertilizer, limestone and any other materials that may be required to make the loam suitable for the intended use; for testing the loam borrow as the Owner may require; for protection and maintenance, including watering; and for furnishing all labor, tools and equipment which are required to complete the work.

No payment will be made for loam borrow in areas where it has been determined that the loam has not been placed to the depths required as specified herein or as directed by the Owner.

ITEM 765.**SEEDING****SQUARE YARD****Description**

This work shall consist of furnishing and placing seed on an approved seed bed complete-in-place, in conformity with these Specifications, and as directed by the Owner.

Materials

The grass seed furnished shall be of the previous year's crop and in no case shall the weed seed content exceed one percent by weight. The grass seed mixture shall conform to the requirements specified in Subsection M6.03.8, Seed for Slopes and Shoulders of Division III, Materials, of the "Standard Specifications".

Construction Methods

After the loamed areas have been prepared and treated as described in ITEM 751., LOAM BORROW, grass seed conforming to the requirements specified herein shall be carefully sown thereon, at the rate recommended by the manufacturer. Sowing shall be done on a calm day, preferably by machine, but, if by hand, only by experienced workmen. No seeding shall be done during windy weather or when the ground is frozen, wet, or otherwise non-tillable. One-half the seed shall be sown in one direction, and the other half at right angles to the original direction. It shall be lightly raked into the soil to a depth not over 1/4-inch and rolled with a hand roller weighing not over 100 pounds per linear foot of tread.

The seeded areas shall be carefully and suitably sprinkled with water, from time to time, as required to produce a satisfactory growth and/or as directed by the Owner.

Unless otherwise approved, seeding shall be done during the approximate periods of April 1 to May 15, and August 15 to October 1, when soil conditions and weather are suitable for such work.

If necessary, suitable signs and barricades of brush or other materials shall be placed to protect the seeded areas.

After the seed has germinated, all of the areas greater than eight (8) square inches, which fail to show a uniform stand of grass for any reasons whatsoever, shall be reseeded as necessary until all areas are covered with a satisfactory, uniform stand of grass.

Measurement

The quantity to be measured is the number of square yards seeded, complete-in-place, and accepted by the Owner.

Basis of Payment

Payment shall be made at the contract unit price per square yard bid for ITEM 765., SEEDING shall constitute full compensation for furnishing, placing, and compacting the seed; for protection and maintenance; including watering; and for furnishing all labor, tools and equipment which are required to complete the work.

No payment will be made for seeding in areas where it has not been placed in sufficient quantities as specified herein or as directed by the Owner.

ITEM 767.121**SEDIMENT CONTROL BARRIER****FOOT****Description**

The purpose of this item is to provide a linear, compost-filled tube for filtering suspended sediments from storm water flow. This item shall conform to the requirements of Section 751 and 767 of the Standard Specifications and the following.

Material for the sediment control barrier shall be compost meeting M1.06.0, except that no manure or bio-solids shall be used. In addition, no kiln-dried wood or construction debris shall be allowed. Compost shall pass through a 3-inch (75mm) sieve.

Tubes for sediment control barrier shall be a minimum of 12 inches (300 mm) maximum of 18" (450mm) in diameter and shall be jute mesh or approved biodegradable material. Additional tubes shall be used at the direction of the Town.

Stakes for anchors, if required, shall be nominal 2x2 stakes.

Construction Methods

Tubes of compost may be filled on site or shipped. Tubes shall be placed, filled, and staked in place as required to ensure stability against water flows. All tubes shall be tamped to ensure good contact with soil.

The Contractor shall ensure that the filter tubes function as intended at all times. Tubes shall be inspected after each rainfall and at least daily during prolonged rainfall. The Contractor shall immediately correct all deficiencies, including, but not limited, to washout, overtopping, clogging due to sediment, and erosion. The contractor shall review location of tubes in areas where construction activity causes drainage runoff to ensure that the tubes are properly located for effectiveness. Where deficiencies exist, such as overtopping or wash-out, additional staking or compost material shall be installed as required by the Town. Contractor shall remove sediment deposits as necessary to maintain the filters in working condition.

Filter tubes shall be removed by the Contractor when site conditions are sufficiently stable to prevent surface erosion, and after receiving permission to do so from the Town. All tube fabric shall be cut and removed and disposed of off-site by the Contractor. At the direction of the Town, the Contractor may rake out and seed mulch material so that it is no greater than 2 inches (50 mm) in depth on soil substrate.

Measurement

Measurement for this item shall be by the foot of compost installed, approved, and maintained in place.

Basis of Payment

Payment shall be the bid price and shall be compensation for all labor equipment and materials necessary to complete the work specified above, including, but not limited to, stakes and tube fabric, removal and disposal of fabric and stakes, raking and seeding of compost.

ITEM 874.1
ITEM 874.2

STREET SIGN REMOVED AND RESET
TRAFFIC SIGN REMOVED AND RESET

EACH
EACH

GENERAL

The work under this Item shall conform to the relevant provisions of Section 828 of the Standard Specifications and the following.

The Contractor shall carefully remove all existing signs and attachment hardware to be reset as shown on the Drawings and as directed by the Engineer.

Signs and attachment hardware shall be satisfactorily stored and protected until reset in the proposed work.

Signs and attachment hardware lost, damaged or otherwise made unsuitable for reuse while being removed, transported, stored or reset shall be replaced with new material at no additional cost. New attachment hardware shall be furnished and installed as necessary to replace any missing or unusable existing hardware.

METHOD OF MEASUREMENT

Item 874.1 Street Name Sign Removed and Reset and Item 874.2 Traffic Sign Removed and Reset, will be measured per Each, complete in place and accepted.

BASIS OF PAYMENT

Item 874.1 Street Name Sign Removed and Reset and Item 874.2 Traffic Sign Removed and Reset, will be paid for at the Contract Unit Price per Each. The Contract Unit Price per each shall include full compensation for furnishing all labor, materials, tools, transportation, equipment, and incidentals required to complete the work to the satisfaction of the Engineer. Sign support posts shall be paid for under Items 847.1.

ITEM 999.1

POLICE DETAIL

HOURLY

Description

The Contractor shall be responsible for maintenance of traffic and protection of the work site at all times.

The Leicester police Chief will determine when a detail is necessary. The Town of Leicester requires a police detail when work is performed on streets of sidewalks in the Town of Leicester. Police details will be utilized for public safety throughout the project.

The Contractor shall be responsible for scheduling and cancelling detail officers due to weather, schedule, conflicts, etc. This schedule request must be coordinated with the Town of Leicester Police Department directly and shared with the Leicester Highway Department for informational purposes.

Basis of Payment

The payment shall be considered an allowance of funds available to compensate for police details. The allowance price set is merely an estimate of the total cost of police details.

Payment under this item shall be made for the actual invoiced cost of police details. The Contractor will make payment directly to the Town of Leicester Police Department. All Police Detail costs must be paid in full by the Contractor prior to the Town's approval of final payment invoice under this contract. Reimbursement for allowed Police Detail costs shall be made upon presentation of receipts for payments to the Leicester Police Department.

The scheduling and administering of police details shall be considered incidental to all associated work activity in this Contract with no additional compensation provided to the Contractor.

The Town shall have the right, at the Town's election, to deduct from the Contractor any payment amounts past due to the Police Department to reimburse the Police Department directly.

ITEM 999.2 MONTHLY PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES**DESCRIPTION****Scope**

In accordance with MGL Chapter 303 Acts of 2008, Section 60 Price Adjustments are included in this contract. This Price Adjustment will occur on a monthly basis.

The Price Adjustment will be based on the variance in price for the Portland cement component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Base Price of Portland cement on a project is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price (see below) and found in the Notice to Contractors.

MEASUREMENT**Period Price**

The Period Price of Portland cement will be determined by using the latest published price, in dollars per ton (U.S.), for Portland cement (Type I) quoted for Leicester, U.S.A. in the **Construction Economics** section of *ENR Engineering News-Record* magazine or at the ENR website <http://www.enr.com> under **Construction Economics**. The Period Price will be posted on the MassDOT's website the Wednesday immediately following the publishing of the monthly price in ENR, which is normally the first week of the month.

PAYMENT

The Contract Price of the Portland cement concrete mix will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed. The price adjustment applies only to the actual Portland cement content in the mix placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M4.02.01.

No adjustments will be made for any cement replacement materials such as fly ash or ground granulated blast furnace slag.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of cubic yards of Portland cement concrete placed during each monthly period times the Portland cement content percentage times the variance in price between the Base Price and Period Price of Portland cement.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract unless there is a Department-approved extension of time.

NOTE: The base price for cement concrete shall be set at the bid opening.

ITEM 999.4 MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES**DESCRIPTION****Scope**

In accordance with MGL Chapter 303 Acts of 2008, Section 60 Price Adjustments are included in this contract.

The Price Adjustment will be based on the variance in price for the Liquid Asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

The Base Price of Liquid Asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price detailed below.

Measurement**Period Price**

The period price will be set by the MassDOT. Please note that, starting December 15, 2008, two sets of prices will be posted each month on the MassDOT website at <http://www.mhd.state.ma.us/>. They will be labeled "New Asphalt Period Price Method" and "Old Asphalt Period Price Method". The Town of Leicester will work using only the "New Asphalt Period Price Method" is for contracts bid after December and will show the Period Price of Liquid Asphalt for each monthly period as determined by the MassDOT using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Leicester, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. The MassDOT will post this Period Price on this website within two (2) business days following their receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted the MassDOT the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

Payment

The Contract Price of the hot mix asphalt mixture will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The price adjustment applies only to the actual virgin Liquid Asphalt content in the mixture placed on the job in accordance with the Mass Highway Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the Liquid Asphalt content percentage times the variance in price between Base Price and Period Price of Liquid Asphalt.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract unless there is a Town of Leicester approved extension of time.

NOTE: The base price for hot mix asphalt shall be set at the bid opening.

ITEM 999.600-MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE

DESCRIPTION

Scope

In accordance with MGL Chapter 303 Acts of 2008, Section 60 Price Adjustments are included in this contract. This Price Adjustment will occur on a monthly basis. This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Town of Leicester, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

MEASUREMENT

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department’s web site (www.mhd.state.ma.us) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation and Borrow Work: Item 120.1, 141.1, , 151.	0.29 Gallons / CY	0.15 Gallons / CY
Asphalt Items: Items 451., 455.24 , 455.32	2.90 Gallons / Ton	Does Not Apply

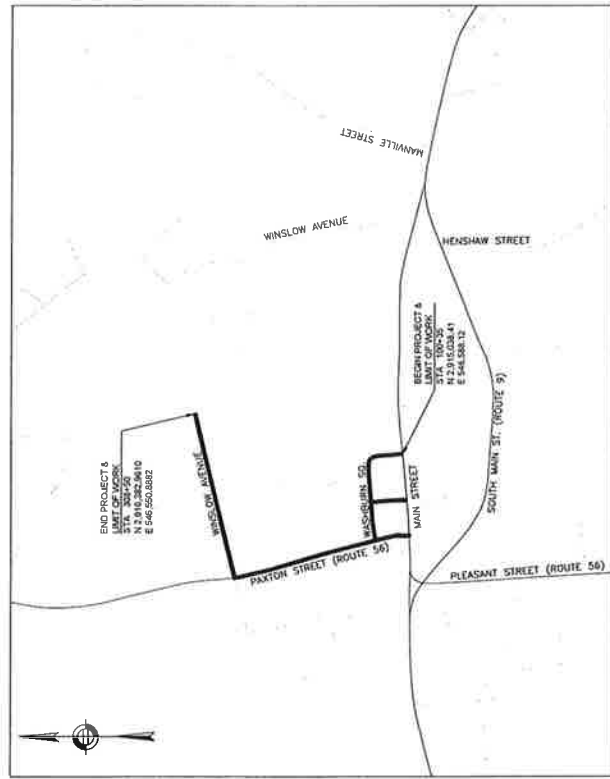
NOTE: The base price for diesel fuel and gasoline shall be set at the bid opening.

APPENDIX A
**PLANS, NOTES
AND
DETAILS**

THE TOWN OF LEICESTER, MASSACHUSETTS WASHBURN SQUARE, PAXTON STREET, AND WINSLOW AVENUE COMPLETE STREETS IMPROVEMENTS WORCESTER COUNTY

INDEX

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LOCUS PLAN



DATE	DESCRIPTION	REV #
7/10/2021	ISSUED SHEETS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30	1



HOWARD STEIN HUDSON
 370 Main Street
 Worcester, MA 01608
www.hshhvac.com



PROJECT NUMBER	DATE	SCALE	SHEET NO.	TOTAL SHEETS
2019-0000-0000	7/10/21	1" = 400'	1	30

LEICESTER, WASHBURN SQUARE, PAXTON ST. AND WINSLOW AVE COMPLETE STREETS IMPROVEMENTS TITLE SHEET & INDEX

GENERAL NOTES

SURVEY

- UNDERGROUND UTILITIES AS SHOWN WERE CONSIDERED UTILING SURVEY INCLUDING ALL UTILITIES TO BE EXCAVATED OR RELOCATED DURING CONSTRUCTION ON THE PLAN ENTITLED EXISTING CONDITIONS PLAN MAIN STREET, PAXTON STREET, WINSLOW AVENUE, LEICESTER, MASS. ON DECEMBER 2, 2019.
- THE ACCURACY AND COMPLETENESS OF UNDERGROUND UTILITIES AS SHOWN ON THE PLANS ARE NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE EXACT LOCATION, SIZE, TYPE, ETC. OF ALL UTILITIES BEFORE DIGGING BEGINS. THE CONTRACTOR IS REQUIRED TO CALL DIG SAFE AT (888)344-7329. ALL CITY OWNED UTILITY STRUCTURES WITHIN AREAS AFFECTED BY THE WORK SHALL BE REMOVED AND RESET BY THE RESPECTIVE UTILITY COMPANY. ALTERATIONS TO UTILITIES NOT OWNED BY THE CITY SHALL BE MADE BY THE RESPECTIVE UTILITY OWNERS.
- THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION.

- THE CONTRACTOR WILL BE REQUIRED TO SET SURVEY CONTROL USING A PROFESSIONAL LAND SURVEYOR (PLS) AND COORDINATE THE SURVEY WORK WITH THE CITY ENGINEER PRIOR TO THE START OF CONSTRUCTION. THE SURVEY LAYOUT FOR THE PROJECT SHALL BE INCLUDED IN THE BID PRICE.
- BECH-MARK INFORMATION:

MAG	ELEV = 846.12'
XOUT HOOD BOLT	ELEV = 866.04'
MMAG IN UPL	ELEV = 852.87'
919.23	
XOUT HOOD BOLT	ELEV = 892.44'
MMAG IN UPL	ELEV = 931.52'
MAG IN UPL	ELEV = 896.82'
GAZEBO STAR	ELEV = 104.63'
NE COR TOP STN L 2 EP	ELEV = 868.70'
XOUT HOOD BOLT	ELEV = 897.27'
XOUT HOOD BOLT	ELEV = 1029.66'
MMAG IN UPL	ELEV = 874.09'
RIBBOP UPL 27	ELEV = 873.25'

- WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION, AND SIZE OF THE UTILITY SHALL BE ACCURATELY FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. THE SURVEY LAYOUT FOR THE PROJECT SHALL BE INCLUDED IN THE BID PRICE.
- THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR THE ALTERATION AND RELOCATION OF UTILITIES AT NO ADDITIONAL COST TO THE OWNER. IF THE CONTRACTOR ADVISOR'S UTILITY COVERS IT SHALL BE DEEMED PART OF THE WORK AND THERE WILL BE NO ADDITIONAL COST.
- THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE NECESSITY OF MAKING HIS/HER OWN INVESTIGATION IN ORDER TO ASSURE THAT NO DAMAGE TO EXISTING UTILITIES, DRAINAGE LINES, TRAFFIC SIGNALS, CONDUITS, ETC. WILL OCCUR.
- THE CONTRACTOR SHALL NOTIFY MASS CHARACTERISTICS AND RECORD A DIG SAFE NUMBER FOR EACH LOCATION PRIOR TO DISTURBING EXISTING GROUND IN ANY WAY. THE TELEPHONE NUMBER OF THE DIG SAFE CALL CENTER IS 1-888-344-7329.
- THE CONTRACTOR MUST APPLY FOR AND OBTAIN A PERMIT TO OCCUPY THE PUBLIC WAY FROM THE LEICESTER HIGHWAY DEPARTMENT. THE WATER AND STORM SEWERS WILL BE MARKED WHILE THE PERMIT IS BEING PROCESSED.
- NO EXISTING PUBLIC UTILITY STRUCTURES SHALL BE ABANDONED AND/OR DEMOLISHED WITHOUT AUTHORIZATION FROM THE ENGINEER.
- DRAINAGE ELEVATIONS ARE PROVIDED FOR DESIGN PURPOSE ONLY. THE CONTRACTOR SHALL FIELD VERIFY ALL ELEVATIONS AND MAKE NECESSARY ADJUSTMENTS REQUIRED WILL BE MADE AS APPROVED OR DIRECTED BY THE ENGINEER ONLY AFTER THE CONTRACTOR VERIFIES ELEVATIONS FOR EACH LOCATION. ANY FIELD ADJUSTMENT TO LINE AND GRADE UP TO A DEPTH OF 5 FEET SHALL BE INCLUDED IN THE COST OF THE PIPE PIPE EXCAVATION GREATER THAN 5 FEET WILL BE PAID UNDER CLASS B TRENCH EXCAVATION.

CONSTRUCTION

- CONTRACTOR SHALL OBTAIN A PERMIT TO OPEN ROAD OR SIDEWALK PRIOR TO CONSTRUCTION FROM THE LEICESTER HIGHWAY DEPARTMENT LOCATED AT 59 PETER SALEM ROAD, LEICESTER, MASS. PHONE NUMBER (908) 482-7021.
- AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DAMAGED BY THE CONTRACTOR'S OPERATIONS, INCLUDING STAGING AREAS, SHALL BE RESTORED TO THE ORIGINAL CONDITION AT NO ADDITIONAL COST. PROJECT LIMITS MAY BE REDEFINED BY THE ENGINEER.
- AREAS BETWEEN NEW HOT MIX ASPHALT, ROADWAY PAVEMENT, AND THE EXISTING ASPHALT SHALL BE SEaled WITH JOINT SEALANT AND BACKSANDS.
- ALL GRADING SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE MASSACHUSETTS ARCHITECTURAL ACCESS BOARD (MAAB) AND THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES GUIDELINE PROVIDING GREATER ACCESS SHALL APPLY.
- WHERE THE WORK CONFLICTS WITH THE EXISTING UTILITIES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RELOCATION OF UTILITIES TO A MINIMUM. THE CONTRACTOR WILL NOT BE ALLOWED TO PARK EQUIPMENT OR MATERIALS ON THE WORK AREA. THE CONTRACTOR SHALL MAINTAIN SAFE AND REASONABLE ACCESS TO AND FROM ADJUTING PROPERTIES AT ALL TIMES AT NO ADDITIONAL COST.
- THE CONTRACTOR SHALL DISPOSE OF ALL WASTE MATERIAL IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS AT HIS OWN EXPENSE, OUTSIDE OF THE PROJECT LIMITS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR INVESTIGATING AND CORRECTING THAT ALL ITEMS TO BE REUSED ARE IN SERVICEABLE CONDITION. IF IT IS DETERMINED ANY ITEM IS NOT ABLE TO BE REUSED, THE CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING AND INCLUDE ESTIMATED COSTS TO INSTALL NEW.

TRAFFIC

- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR TRAFFIC MANAGEMENT AND TO COMPLY WITH CONDITIONS OUTLINED WITHIN THE SPECIFICATIONS AND PLANS.
- THE MINIMUM MOUNTING HEIGHT OF POST-MOUNTED SIGNS, MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE TOP OF THE CURB OR SIDEWALK, SHALL BE 7 FEET UNLESS OTHERWISE SPECIFIED ON THE PLANS.

TEMPORARY TRAFFIC CONTROL PLANS

- THIS PLAN DEPICTS IN SCHEMATIC FORM, THE ELEMENTS OF AN APPROACH TO THE LAYOUT AND PLANNING OF THE WORK DURING THE CONSTRUCTION OF THE CONSTRUCTION OPERATIONS. THE PREPARER OF THE PLANS HAS NO ROLE IN THE DESIGN OR OTHERWISE IN THE IMPLEMENTATION OF THIS PLAN.
- CONTRACTOR SHALL SUBMIT TO THE ENGINEER DETAILED TRAFFIC CONTROL PLANS FOR EACH PHASE OF CONSTRUCTION. THE PLANS SHALL BE REVIEWED BY THE ENGINEER AND APPROVED OR DIRECTED BY THE ENGINEER.
- LANE RESTRICTIONS OTHER THAN ACTIVE WORK ZONES MAY NOT REMAIN OVERNIGHT OR DURING NON-WORKING HOURS AND MUST BE REMOVED BY THE END OF EACH WORKING TIME RESTRICTION. AFTER EACH WORKING DAY, TRAFFIC MUST BE RESTORED TO ITS ORIGINAL CONDITION. TRAFFIC CONTROL MUST BE MAINTAINED THROUGHOUT THE WORK. TRAFFIC CONTROL MUST BE MAINTAINED THROUGHOUT THE WORK. TRAFFIC CONTROL MUST BE MAINTAINED THROUGHOUT THE WORK.
- CONTRACTOR SHALL SUBMIT TO THE ENGINEER DETAILED TRAFFIC CONTROL PLANS FOR EACH PHASE OF CONSTRUCTION. THE PLANS SHALL BE REVIEWED BY THE ENGINEER AND APPROVED OR DIRECTED BY THE ENGINEER.
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- CONTRACTOR SHALL SUBMIT TO THE ENGINEER DETAILED TRAFFIC CONTROL PLANS FOR EACH PHASE OF CONSTRUCTION. THE PLANS SHALL BE REVIEWED BY THE ENGINEER AND APPROVED OR DIRECTED BY THE ENGINEER.

TEMPORARY TRAFFIC CONTROL PLANS (CONT)

- EXISTING CONDITIONS ARE FOR CONTRACTOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION. CONTRACTOR SHALL VERIFY AS NECESSARY ACTUAL FIELD CONDITIONS AT TIME OF CONSTRUCTION.
- TYPICAL DAY TIME WORK HOURS ARE FROM 9:00 AM TO 5:00 PM ON WEEKDAYS. UNLESS OTHERWISE PERMITTED BY THE CITY, WORK SHALL NOT BE PERFORMED ON THE DAY AFTER, A HOLIDAY WEEKEND UNLESS OTHERWISE PERMITTED BY THE CITY. PERMITTED TO WORK ON TRAFFIC CONTROL PLANS. SPECIAL EVENTS SHALL BE PRE-APPROVED BY THE CITY PRIOR TO ALL WORK SCHEDULES. HOWEVER, SHALL BE PRE-APPROVED BY THE CITY PRIOR TO BEGINNING WORK. WORK NECESSARY OUTSIDE OF THESE NORMAL WORK HOURS SHALL BE APPROVED BY THE CITY. AS NOTED IN THE PLANS OR SPECIFICATIONS.
- CONTRACTOR SHALL PROVIDE DETAILS FOR TRAFFIC CONTROL AS DIRECTED BY THE ENGINEER AND IN ACCORDANCE WITH THE SPECIFICATIONS. CONTRACTOR SHALL BE GUIDED BY TEMPORARY TRAFFIC CONTROL LAYOUTS PROVIDED FOR THE PROJECT. CONTRACTOR SHALL CONFORM TO PART 6 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION.
- WORK ZONES INDICATED ON THE TEMPORARY TRAFFIC CONTROL PLANS ARE INTERFERED FOR THE DURATION OF THE WORK WITHIN THE ZONES ONLY AND SHALL BE RESTORED TO ORIGINAL CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF THE WORK INDICATED.
- CONTRACTOR SHALL COORDINATE WITH THE CITY CONCERNING ALL SCHEDULED SPECIAL EVENTS WITHIN THE LIMITS OF WORK.
- CONTRACTOR SHALL AT ALL TIMES COORDINATE ROAD AND LANE CLOSURE, AND OTHER DISRUPTIONS IN THE PROJECT AREA WITH PVA BUS OPERATIONS.

CHANNELIZATION

- CHANNELIZATION SHALL BE ACCOMPLISHED THROUGH THE USE OF REFLECTORIZED PLASTIC DRUMS WITH LIGHTS IN ACCORDANCE WITH THE CURRENT MUTCD. ALL PLASTIC TAPERS SHALL BE IN ACCORDANCE WITH THE CURRENT MUTCD.
- ALL DRUMS SHALL BE PLACED AND MOVED AS NECESSARY TO MAINTAIN ADEQUATE VISIBILITY AND TRAFFIC CONTROL. DEVICES MAY REQUIRE ADDITIONAL SIGNAL DRUMS AND OTHER TRAFFIC CONTROL DEVICES.
- THE MAXIMUM SPACING BETWEEN CHANNELIZATION DEVICES (DRUMS OR CONES) SHALL BE APPROXIMATELY EQUAL IN FEET TO THE POSTED SPEED LIMIT. THE MINIMUM SPACING SHALL BE 20 FEET.
- METAL DRUMS ARE PROHIBITED AS CHANNELIZATION DEVICES.

GRADE DIFFERENCES

- WHERE THERE IS A SUBSTANTIAL DIFFERENCE IN ELEVATION BETWEEN EXISTING PAVEMENT AND A PLANNED OR NEW PAVEMENT, THE CONTRACTOR SHALL PATCH A TEMPORARY HMA WEDGE WITH A 12:1 (OR FLATTER) SLOPE FOR A SMOOTH TRANSITION.
- CROSS-SECTIONAL GRADE DIFFERENCES IN EXCESS OF 2" DURING NON-WORKING HOURS WILL REQUIRE DELINEATION BY USE OF REFLECTORIZED DRUMS, OR CONES AS WELL AS OTHER TRAFFIC CONTROL DEVICES.
- CROSS-SECTIONAL GRADE DIFFERENCES IN EXCESS OF 4" DURING WORKING HOURS SHALL BE PROTECTED BY BACKFILLING WITH A WEDGE OF EARTHWORK TO BE COMPACTED AT 4:1 SLOPE AND WILL ALSO REQUIRE DELINEATION BY USE OF DRUMS.
- A MAXIMUM SLOPE OF 4:1 MUST BE MAINTAINED AFTER WORKING HOURS DURING CONSTRUCTION. A MAXIMUM SLOPE OF 8:1 MUST BE MAINTAINED ON ALL LABYRINTH ACCESS DRIVES AND A MAXIMUM SLOPE OF 12:1 MUST BE MAINTAINED ON ALL SIDEWALKS.

CONSTRUCTION SIGNING

- LOCATIONS OF SIGNS SHOWN ARE APPROXIMATE. EXACT LOCATION SHALL BE DETERMINED BY THE ENGINEER. SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE CURRENT MUTCD.
- EXISTING SIGNING WHICH CONFLICTS WITH PROPOSED CONSTRUCTION TRAFFIC MANAGEMENT SIGNING SHALL BE REMOVED AND STACKED OR COVERED AND RESTORED AT THE END OF THE WORK.
- ALL SIGNS SHALL BE COVERED OR REMOVED WHEN CONSTRUCTION IS NOT IN EFFECT.
- THE MINIMUM MOUNTING HEIGHT OF POST-MOUNTED SIGNS, MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE TOP OF THE CURB OR SIDEWALK, SHALL BE 7 FEET UNLESS OTHERWISE SPECIFIED ON THE PLANS.

PAVEMENT MARKINGS

- UNLESS OTHERWISE NOTED, ALL PAVEMENT MARKINGS, SIGNS AND OTHER TRAFFIC EQUIPMENT REMOVED OR DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED IN COORDINATION WITH THE CITY.
- CONTRACTOR SHALL INSTALL, REVIEW AND MAINTAIN ALL TRAFFIC CONTROL DEVICES INCLUDING PAVEMENT MARKINGS AS SHOWN ON THE DRAWINGS. IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND AS REQUIRED BY ENGINEER.
- CONTRACTOR SHALL REMOVE ALL PAVEMENT MARKINGS WHICH CONFLICT WITH THE REQUIREMENTS OF THE CITY.
- ALL TEMPORARY PAVEMENT MARKINGS SHALL BE MAINTAINED THROUGHOUT THE ENTIRE SEQUENCE. ALL EXISTING MARKINGS WITHIN THE PROJECT LIMITS SHALL BE REMOVED AND REPLACED AS INDICATED ON THE PAVEMENT MARKING PLANS.



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LEICESTER WASHBURN SQUARE,
PAXTON ST., AND WINSLOW AVE
COMPLETE STREETS IMPROVEMENTS
GENERAL NOTES & LEGEND

DATE	BY		CHK	SCALE	SHEET NO.	TOTAL SHEETS
	DESIGNED	DRAWN				
2/24/21					16	30

GENERAL SYMBOLS

PAVEMENT MARKINGS SYMBOLS

TRAFFIC SYMBOLS

GENERAL SYMBOLS		PAVEMENT MARKINGS SYMBOLS		TRAFFIC SYMBOLS	
EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED
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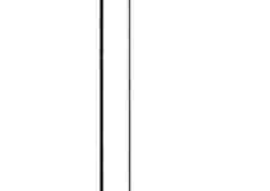
GENERAL SYMBOLS		PAVEMENT MARKINGS SYMBOLS		TRAFFIC SYMBOLS	
EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED
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ABBREVIATIONS

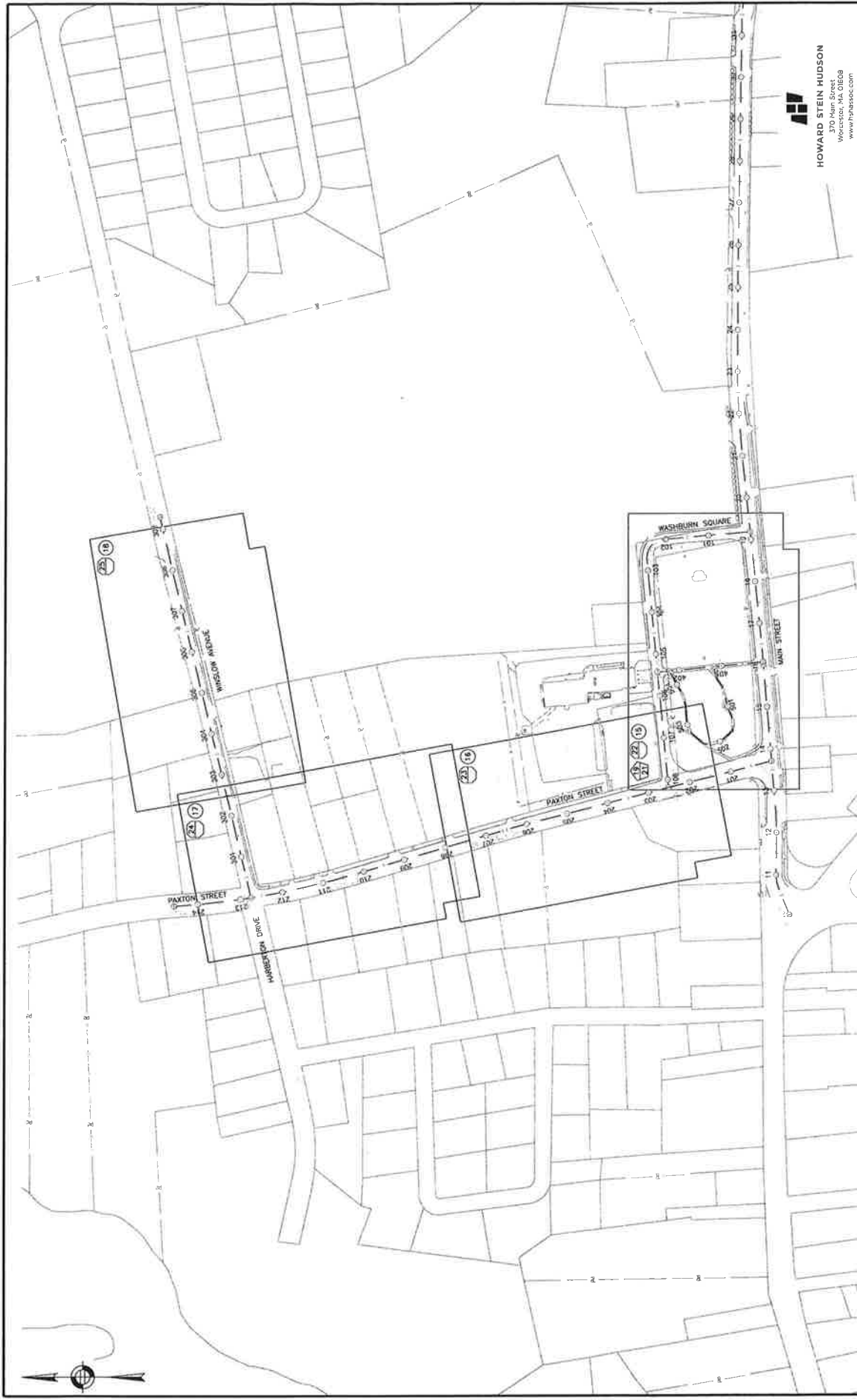
GENERAL	GENERAL
AADT ANNUAL AVERAGE DAILY TRAFFIC	PAW PAVED WATER WAY
ABANDON	R RADIUS OF CURVATURE
ADD ADDITION	RD REMOVE AND DISPOSE
ADJ ADJUTANT	RD CONCRETE CONCRETE PIPE
AFC AREA FEASIBILITY CURVE	RDM ROADWAY
ALC ALTERNATE LOCATION CURVE	RDW REMOVE
ALP ALTERNATE LOCATION PROFILE	RET RETAIN
AMM ALTERNATE LOCATION MAIN	RET WALL RETAINING WALL
ANM ALTERNATE LOCATION MAIN	RT ROADWAY
ANR ALTERNATE LOCATION NORTH	RTR REMOVE AND RESET
AR ARCHAEOLOGICAL FIND	RSS REMOVE AND STACK
AS ALTERNATE SECTION	RT RIGHT
ASB ALTERNATE SECTION BOUNDARY	SB STONE BOUND
ASL ALTERNATE SECTION LAYOUT	SBM SCHEDULED GRANITE EDDING
ASR ALTERNATE SECTION RIGHT	SMH SEWER MANHOLE
ASST ALTERNATE SECTION STATION	STA STREET
ATV ALTERNATE LOCATION TRAVEL	SSD STOPPING SIGHT DISTANCE
AUC ALTERNATE LOCATION CURVE	SST SIDE SLOPE
AV ALTERNATE LOCATION VERTICAL	STW STOP OF TRAVEL
AVC ALTERNATE LOCATION VERTICAL CURVE	T TANGENT
AVD ALTERNATE LOCATION VERTICAL DISTANCE	TEMP TEMPORARY
AVL ALTERNATE LOCATION VERTICAL LAYOUT	TOP OF CURB TOP OF CURB
AVM ALTERNATE LOCATION VERTICAL MAIN	TOS TOP OF SLOPE
AVP ALTERNATE LOCATION VERTICAL PROFILE	TRP TRUCK RESTRICTION POINT
AVR ALTERNATE LOCATION VERTICAL RIGHT	TU UTILITY POLE
AVS ALTERNATE LOCATION VERTICAL SECTION	VAR VARIATION
AVT ALTERNATE LOCATION VERTICAL TANGENCY	VERT VERTICAL
AVW ALTERNATE LOCATION VERTICAL WATER	VC VERTICAL CURVE
AVX ALTERNATE LOCATION VERTICAL CROSS	WCR WHEEL CHAIR RAMP
AVY ALTERNATE LOCATION VERTICAL YIELD	WIP WEIGHTED ION PIPE
AVZ ALTERNATE LOCATION VERTICAL ZONE	WM WATER METER/WATER MAIN
AW ALTERNATE LOCATION WATER	X-SECT CROSS SECTION

**LEICESTER WASHBURN SQUARE
PAVING AND SIDEWALKS
COMPLETE STREETS IMPROVEMENTS
GENERAL NOTES & LEGEND**

DATE: 10/15/2021
 SHEET NO: 10
 TOTAL SHEETS: 18



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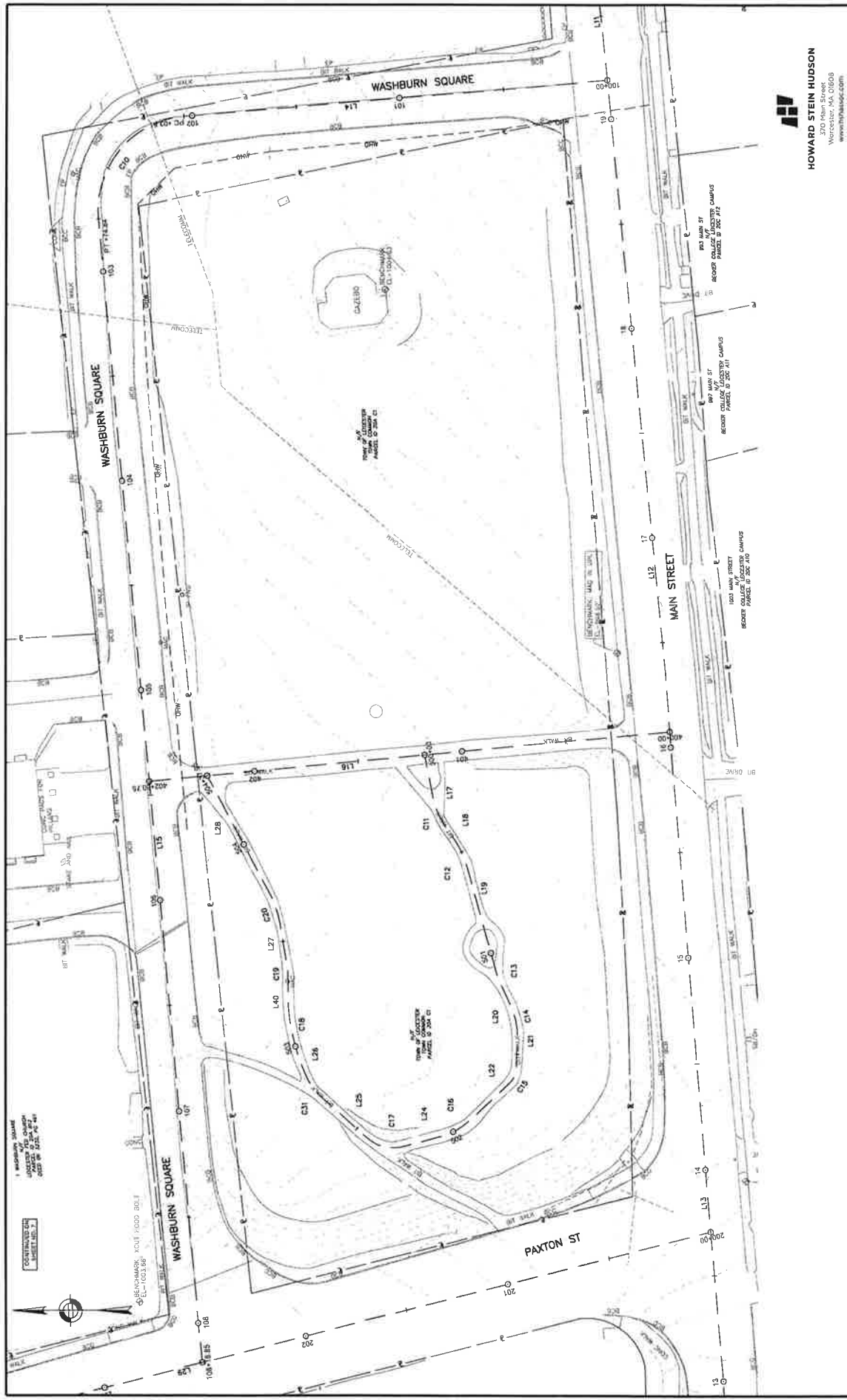
- (X) CONSTRUCTION PLANS
- (15) PAVEMENT MARKING & SIGNAGE PLANS
- (16) CURB TIE & GRADING PLANS



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**LEICESTER WASHBURN SQUARE,
 PAXTON ST. AND WINSLOW AVE
 COMPLETE STREETS IMPROVEMENTS
 KEY PLAN**

DATE	ISSUED FOR	BY	SCALE	SHEET NO.	TOTAL SHEETS
08/11/11	CONCEPT PLAN	HS	AS SHOWN	1	1
09/14/11	PRELIMINARY PLAN	HS	AS SHOWN	2	2
10/11/11	FINAL PLAN	HS	AS SHOWN	3	3



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LEICESTER WASHBURN SQUARE
 PAXTON ST AND WINSLOW AVE
 COMPLETE STREET IMPROVEMENTS
 BASELINE TIE PLANS

NO.	PROJECT NUMBER	DATE	REVISION	BY	CHK	APP'D	SHEET	TOTAL
1	202421	01/24/24	1	AS	AS	AS	1	1



SCALE IN FEET

1" = 40' (VERTICAL)
 1" = 40' (HORIZONTAL)

CONTINUED ON
 SHEET NO. 7

REVISIONS: X-OUT FOOD BUI
 02/20/24
 EC-103188

1" = 40' (VERTICAL)
 1" = 40' (HORIZONTAL)

1" = 40' (VERTICAL)
 1" = 40' (HORIZONTAL)

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1" = 40' (VERTICAL)
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1" = 40' (VERTICAL)
 1" = 40' (HORIZONTAL)

1" = 40' (VERTICAL)
 1" = 40' (HORIZONTAL)

MAIN STREET CONSTRUCTION BASELINE DATA						
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION
L11	18+487.04	2914897.150	546539.800		N84°16'20"E 198.60'	20+85.73
L12	19+377.65	2914874.559	546311.403		N84°20'54"E 228.79'	18+86.43
L13	12+550.09	2914843.213	546930.131		N85°16'19"E 150.12'	14+05.21

PAXTON STREET CONSTRUCTION BASELINE DATA						
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION
L39	209+000.00	2914892.723	546045.108		N14°15'18"W 619.72'	209+19.72

WASHBURN SQUARE WALKWAY 2 CONSTRUCTION BASELINE DATA						
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION
L17	500+000.00	2915069.461	546270.078		S79°00'33"W 19.37'	500+19.37
C11	500+19.37	2915065.768	546251.029	R 40.00 L=18.47' T=4.38'	$\Delta=291°59'47"$	500+56.85
L18	500+35.65	2915079.432	546235.979		S55°24'46"W 6.46'	500+44.25
C12	500+44.25	2915074.665	546226.965	R 40.00 L=13.22' T=3.67'	$\Delta=18°56'05"$	500+57.46
L16	500+57.46	2915068.079	546217.150		S74°20'55"W 31.96'	501+08.03
C13	501+08.03	2915056.168	546167.669	R 40.00 L=17.23' T=4.82'	$\Delta=102°11'19"$	501+16.26
L20	501+16.26	2915062.600	546160.751		S83°59'38"W 6.31'	501+24.57
C14	501+24.57	2915048.856	546153.266	R 40.00 L=20.22' T=10.33'	$\Delta=28°57'48"$	501+44.79
L21	501+44.79	2915044.961	546133.882		N87°02'35"W 12.09'	501+56.88
C15	501+56.88	2915045.384	546121.605	R 10.00 L=7.79' T=4.08'	$\Delta=44°24'00"$	501+64.63
L22	501+64.63	2915048.737	546114.765		N42°18'35"W 28.38'	501+83.71
C16	501+83.71	2915067.243	546097.777	R 35.00 L=11.88' T=4.81'	$\Delta=27°37'31"$	502+06.59

WASHBURN SQUARE CONSTRUCTION BASELINE DATA						
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION
L14	100+000.00	2915002.406	546591.151		N45°13'39"W 238.81'	102+03.81
C10	102+03.81	2915025.485	546573.914	R 45.00 L=71.03' T=43.35'	$\Delta=90°26'16"$	102+74.84
L15	102+74.84	2915246.481	546524.921		S54°42'06"W 544.01'	108+16.85

WASHBURN SQUARE WALKWAY CONSTRUCTION BASELINE DATA						
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION
L16	400+000.00	2914972.667	546281.284		N5°27'11"W 250.75'	400+90.73

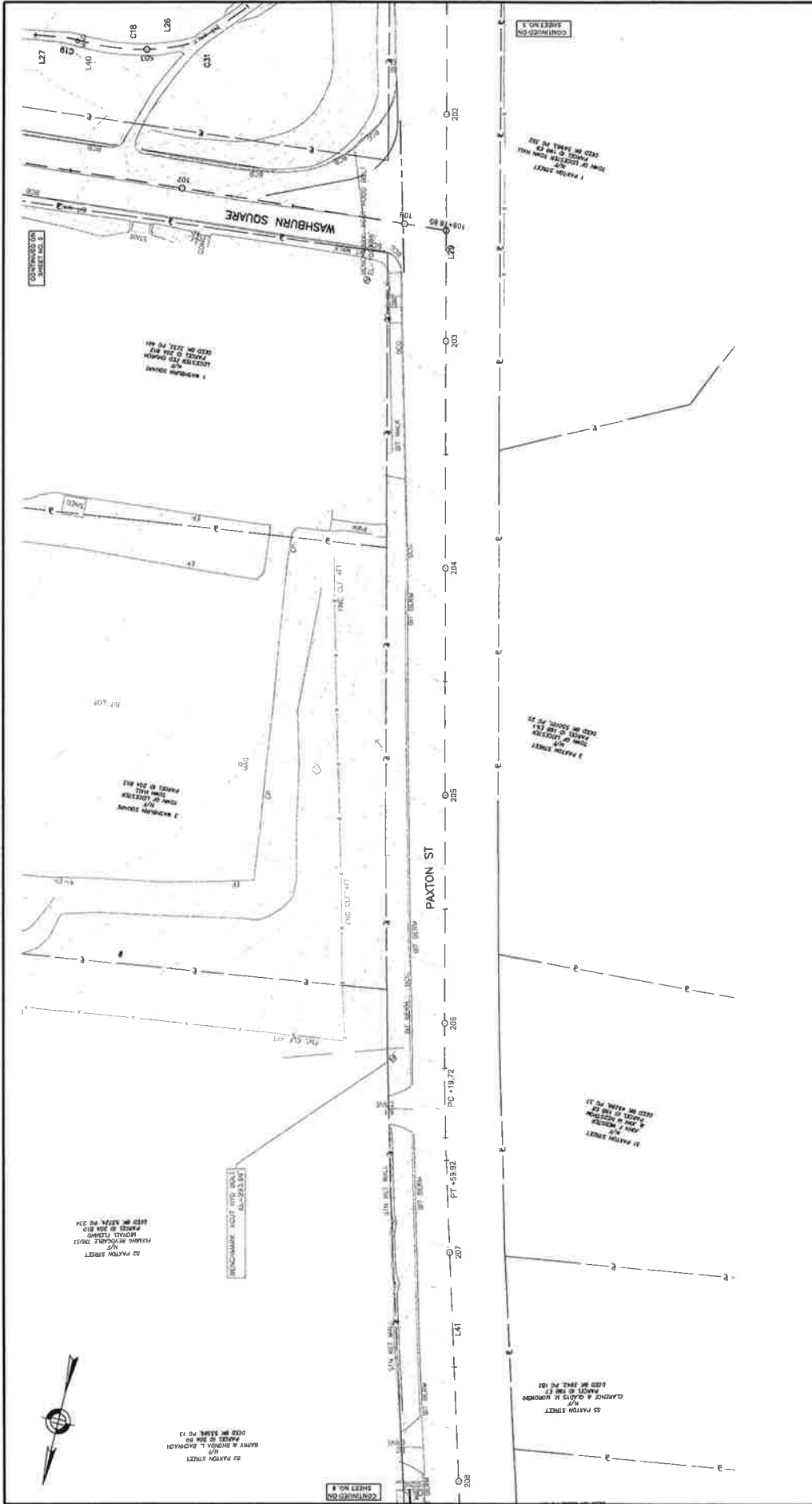
WASHBURN SQUARE WALKWAY 2 CONSTRUCTION BASELINE DATA						
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION
L24	502+06.59	2915081.884	546089.718		N18°11'03"W 17.81'	502+24.39
C17	502+24.39	2915088.047	546085.103	R 70.00 L=118.67' T=60.71'	$\Delta=52°13'30"$	502+44.06
L25	502+44.06	2915117.460	546039.404		N41°20'28"E 23.69'	502+72.74
L26	502+66.59	2915146.967	546118.525		N67°46'52"E 3.47'	502+90.06
C18	502+90.06	2915148.281	546122.742	R 80.00 L=133.34' T=69.97'	$\Delta=121°10'11"$	503+23.60
C19	503+23.20	2915155.803	546164.016	R 50.00 L=77.90' T=41.90'	$\Delta=90°59'39"$	503+40.15
L27	503+40.15	2915155.834	546171.923		N80°01'17"E 18.30'	2015159.019
C20	503+66.54	2915159.019	546180.028	R 50.00 L=16.00' T=8.07'	$\Delta=18°19'53"$	2015164.244
L28	503+74.54	2915164.244	546205.078		N81°41'19"E 62.51'	2015183.889
C21	503+72.74	2915133.010	546108.345	R 30.00 L=13.84' T=7.20'	$\Delta=85°26'29"$	2015146.367
L40	503+23.60	2915154.953	546155.411		N80°07'59"E 8.81'	2015155.083



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LEICESTER, WASHBURN SQUARE,
 PAXTON ST. AND WINSLOW AVE
 COMPLETE STREETS IMPROVEMENTS
 BASELINE TIE PLANS

DATE	BY	CHECKED	IN CHARGE	SCALE
2/20/21	CH	SL	SL	AS



PAXTON STREET CONSTRUCTION BASELINE DATA

NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
L29	200+00.00	2914582.723	546045.108		N1°15'18"W 50.00 FT	206+19.72	2915553.361	545882.509
L41	206+59.92	2915582.123	545881.866		N10°26'35"W 355.72	210+15.71	2915933.353	545781.124

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**LEICESTER WASHBURN SQUARE,
 PAXTON ST. AND WINSLOW AVE
 COMPLETE STREETS IMPROVEMENTS
 BASELINE DATA**

PROJECT NUMBER: 1001
 DATE: 08/11/11
 SHEET NUMBER: 1001-01
 SHEET TOTAL: 1001-07



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 Worcester, MA 01608
 www.hsbacc.com



**LEICESTER WASHBURN SQUARE
 PAXTON ST. AND WINSLOW AVE
 COMPLETE STREETS IMPROVEMENTS
 BASELINE TIE PLANS**

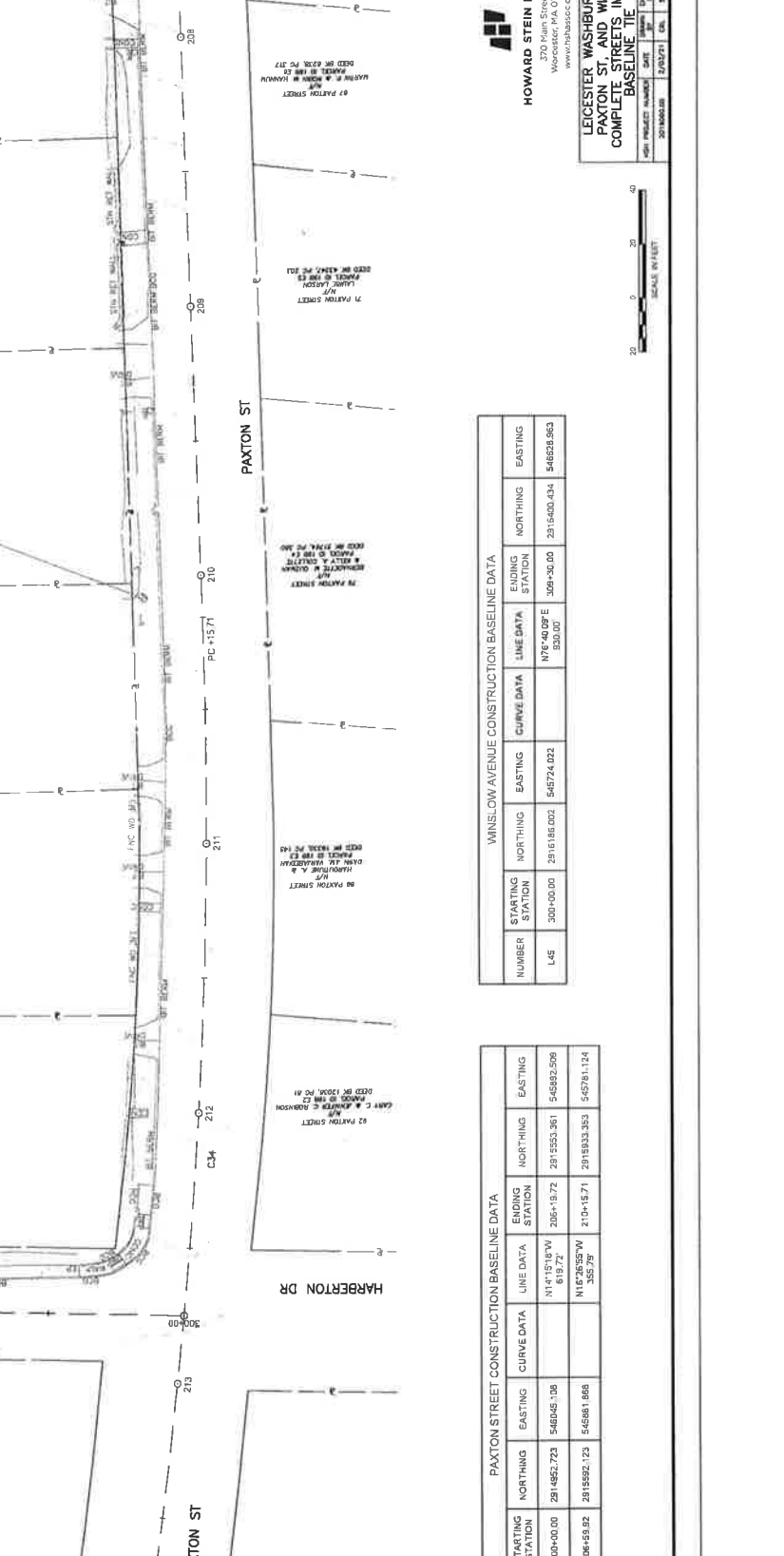


PAXTON STREET CONSTRUCTION BASELINE DATA

NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
L29	200+00.00	2814852.723	5468245.108	N14°18'14"W 6187.72	N76°40'DRPE 353.00	205+18.72	2815553.361	5458932.509
L41	206+53.82	2815592.123	5468818.868			210+15.71	2815833.353	5457811.124

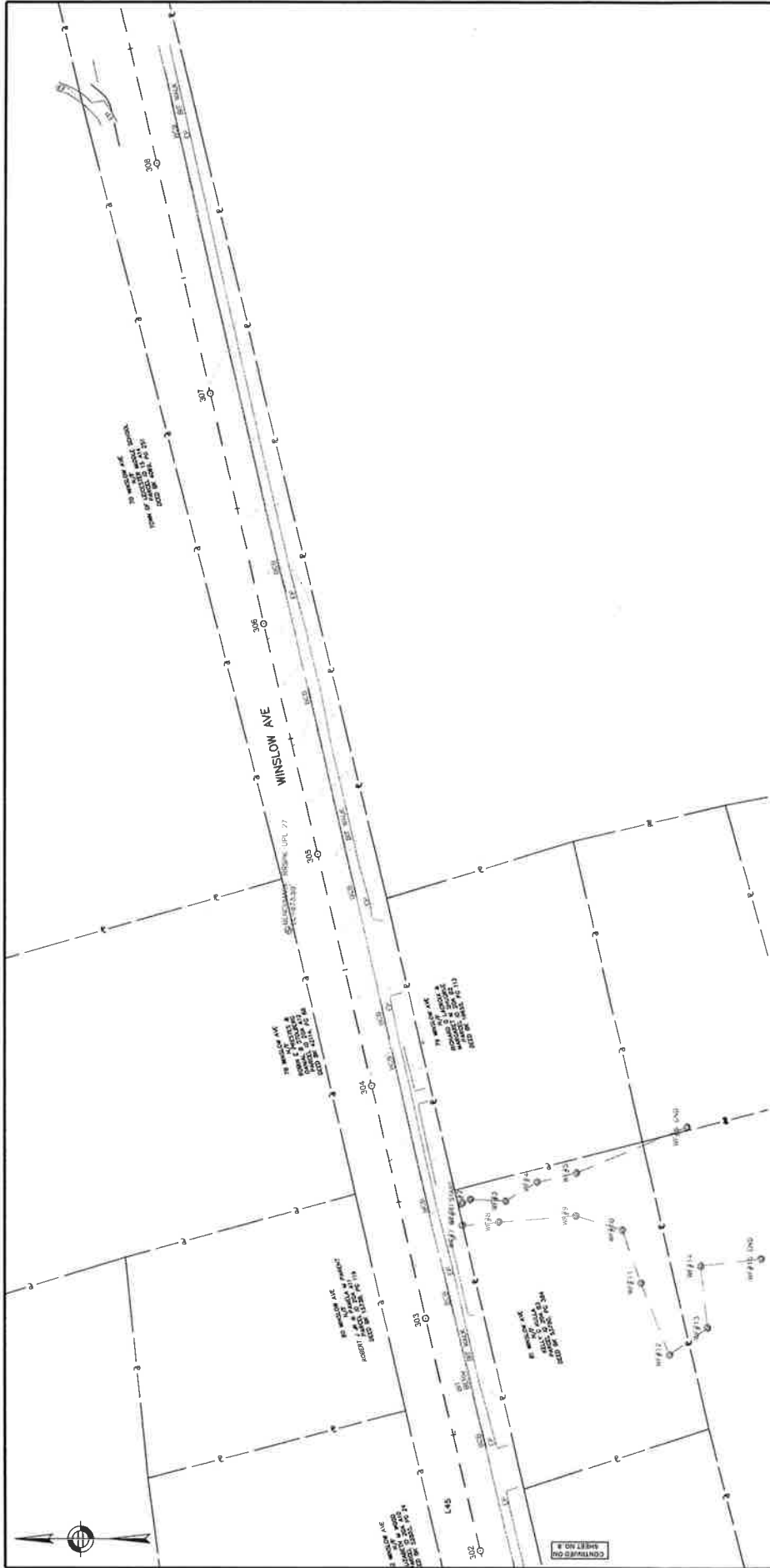
WINSLOW AVENUE CONSTRUCTION BASELINE DATA

NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
L46	300+00.00	2816186.002	546724.022		N76°40'DRPE 353.00	308+30.00	2816400.434	5468528.863



CONTINUED ON
SHEET NO. 3

CONTRACT NO. 1



WINSLOW AVENUE CONSTRUCTION BASELINE DATA								
NUMBER	STARTING STATION	NORTHING	EASTING	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
L-45	300+00.00	2916186.002	546724.022		N76+4009'E 830.00'	309+00.00	2916400.434	546628.963



HOWARD STEIN HUDSON
 100 WASHINGTON STREET, SUITE 200
 WOODBRIDGE, MA 01909
 www.hs-hassco.com

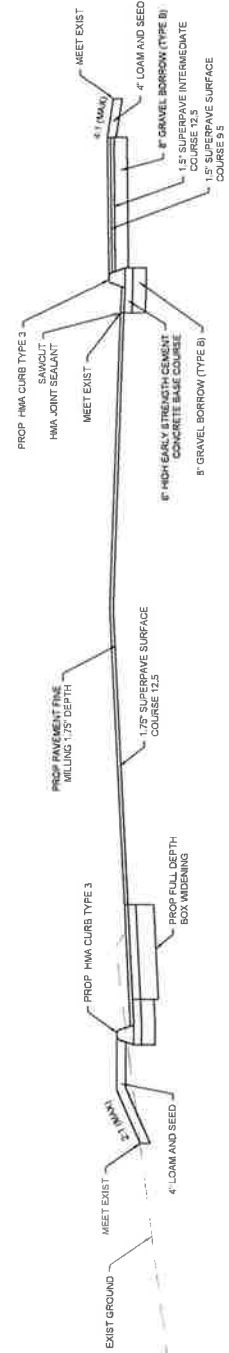
LEICESTER WASHBURN SQUARE
 PAYTON ST. AND WINSLOW AVE
 COMPLETE STREETS IMPROVEMENTS
 BASELINE TIE PLANS

NO.	DATE	BY	CHKD	APP'D	SHEET	TOTAL
1	10/15/10	JSH	MS		1	1

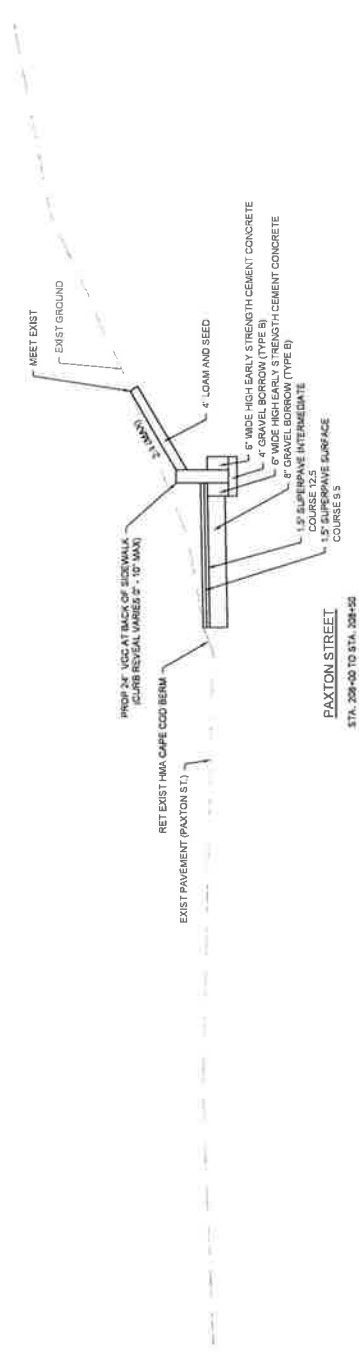


PAVEMENT NOTES:

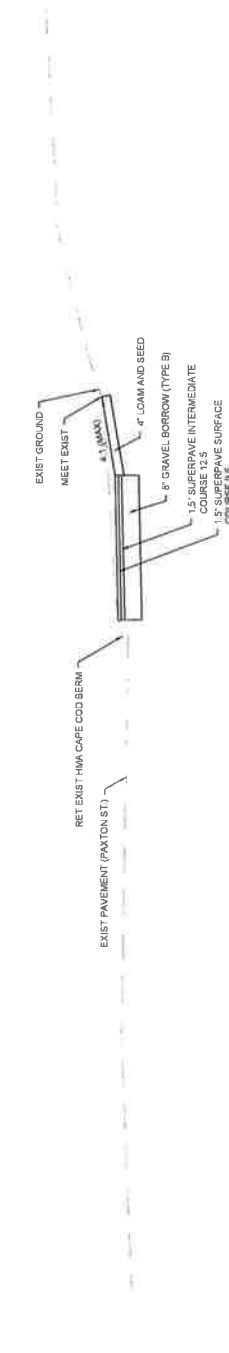
- CEMENT CONCRETE WHEELCHAIR RAMPS**
- SURFACE COURSE: 4" CEMENT CONCRETE SURFACE COURSE OVER
- SUB-BASE: 8" GRAVEL BORROW TYPE B
- HOT MIX ASPHALT SIDEWALKS**
- SURFACE COURSE: 1.5" SUPERPAVE SURFACE COURSE 9.5 (SSC-9.5) OVER ASPHALT EMULSION FOR TACK COAT (RS-1H) OVER INTERMEDIATE COURSE: 1.5" SUPERPAVE INTERMEDIATE COURSE 12.5 (SIC-12.5) OVER SUB-BASE: 8" GRAVEL BORROW TYPE B
- HOT MIX ASPHALT SIDEWALK AT DRIVEWAY**
- SURFACE COURSE: 1.5" SUPERPAVE SURFACE COURSE 9.5 (SSC-9.5) OVER ASPHALT EMULSION FOR TACK COAT (RS-1H) OVER INTERMEDIATE COURSE: 3.5" SUPERPAVE INTERMEDIATE COURSE 12.5 (SIC-12.5) OVER SUB-BASE: 8" GRAVEL BORROW TYPE B
- HOT MIX ASPHALT DRIVEWAYS**
- SURFACE COURSE: 1.75" SUPERPAVE SURFACE COURSE 12.5 (SSC-12.5) OVER ASPHALT EMULSION FOR TACK COAT (RS-1H) OVER INTERMEDIATE COURSE: 3.25" SUPERPAVE INTERMEDIATE COURSE 9.0 (SIC-9.0) OVER SUB-BASE: 8" GRAVEL BORROW TYPE B
- PAVEMENT MILL AND OVERLAY**
- PAVEMENT MILLING: FINE MILLING OF EXISTING SURFACE 1.75" DEPTH
- SURFACE COURSE: 1.75" SUPERPAVE SURFACE COURSE 12.5 (SSC-12.5) OVER ASPHALT EMULSION FOR TACK COAT (RS-1H)
- BUILDUP/CONSTRUCTION:**
- SURFACE COURSE: 1.75" SUPERPAVE SURFACE COURSE 12.5 (SSC-12.5) OVER ASPHALT EMULSION FOR TACK COAT (RS-1H) OVER INTERMEDIATE COURSE: 3.25" MIN OR MATCH EXIST THICKNESS WHICHEVER IS GREATER SUPERPAVE INTERMEDIATE COURSE 9.0 (SIC-9.0) OVER
- BASE COURSE: 8" GRAVEL BORROW TYPE B
- FULL DEPTH CONSTRUCTION LESS THAN 4' WIDE
- SURFACE COURSE: 1.75" SUPERPAVE SURFACE COURSE 12.5 (SSC-12.5) OVER ASPHALT EMULSION FOR TACK COAT (RS-1H) OVER INTERMEDIATE COURSE: 3.25" MIN OR MATCH EXIST THICKNESS WHICHEVER IS GREATER SUPERPAVE INTERMEDIATE COURSE 9.0 (SIC-9.0) OVER
- BASE COURSE: 6" HIGH EARLY STRENGTH CEMENT CONCRETE BASE COURSE
- 4" * TOLERANCE FOR CONSTRUCTION ± 0.5% ON SIDEWALK SLOPES, DRIVEWAY SLOPES, AND WHEELCHAIR RAMPS.



WASHBURN SQUARE
STA. 205+50 TO STA. 207+50
NOT TO SCALE



PAXTON STREET
STA. 208+00 TO STA. 208+50
NOT TO SCALE



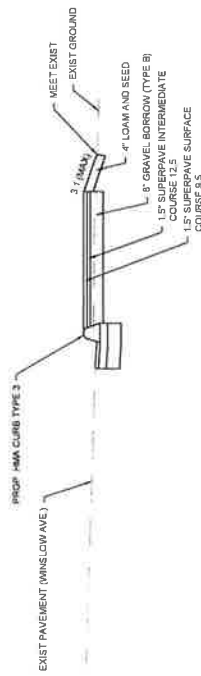
PAXTON STREET
STA. 202+60 TO STA. 209+27, STA. 209+47 TO STA. 207+72
STA. 208+48 TO STA. 209+03, STA. 210+09 TO STA. 210+63
STA. 210+66 TO STA. 211+03, STA. 211+18 TO STA. 211+68 AND
STA. 212+00 TO STA. 212+28
NOT TO SCALE



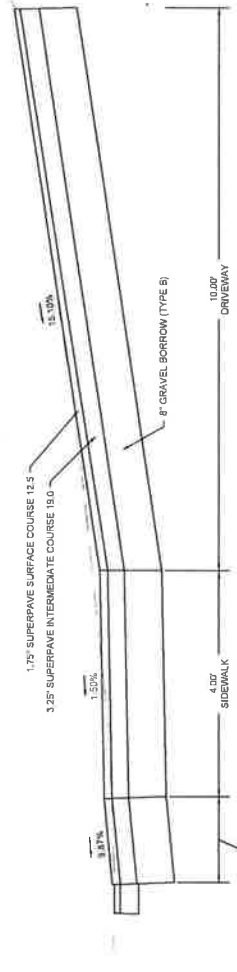
HOWARD STEIN HUDSON
Civil Engineering
Worcester, MA 01608
www.hshassoc.com

**LEICESTER WASHBURN SQUARE
PAXTON ST. AND WINSLOW AVE.
COMPLETE STREETS IMPROVEMENTS
TYPICAL SECTIONS**

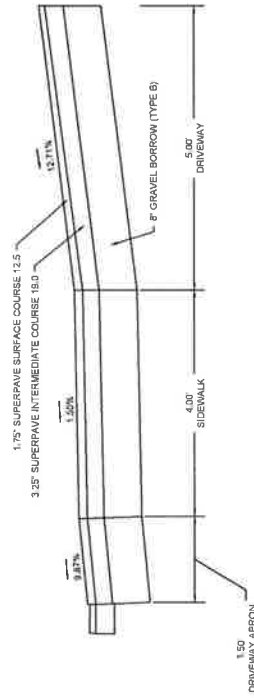
NO.	PROJECT NAME	DATE	SCALE	SHEET NO.	TOTAL SHEETS
1	201900000	1/20/22	AS SH.	16	20



WINSLOW AVENUE
NOT TO SCALE



PAXTON STREET DRIVEWAY
STA. 207+84
NOT TO SCALE



PAXTON STREET DRIVEWAY
STA. 205+37
NOT TO SCALE



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**LEICESTER WASHBURN SQUARE,
PAXTON ST. AND WINSLOW AVE
TRAFFIC SIGNALS AND PAVEMENT
COMPLETE TYPICAL SECTIONS**

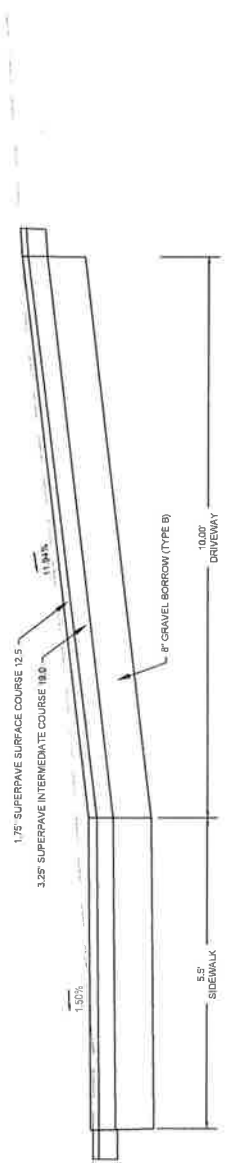
NO.	PROJECT NUMBER	DIST.	POST MILE	DATE	BY	CHK.	APP.
105	13-0000	105	0.00	12/20/10	PHS	PHS	PHS
106	13-0000	106	0.00	12/20/10	PHS	PHS	PHS
107	13-0000	107	0.00	12/20/10	PHS	PHS	PHS
108	13-0000	108	0.00	12/20/10	PHS	PHS	PHS
109	13-0000	109	0.00	12/20/10	PHS	PHS	PHS
110	13-0000	110	0.00	12/20/10	PHS	PHS	PHS
111	13-0000	111	0.00	12/20/10	PHS	PHS	PHS



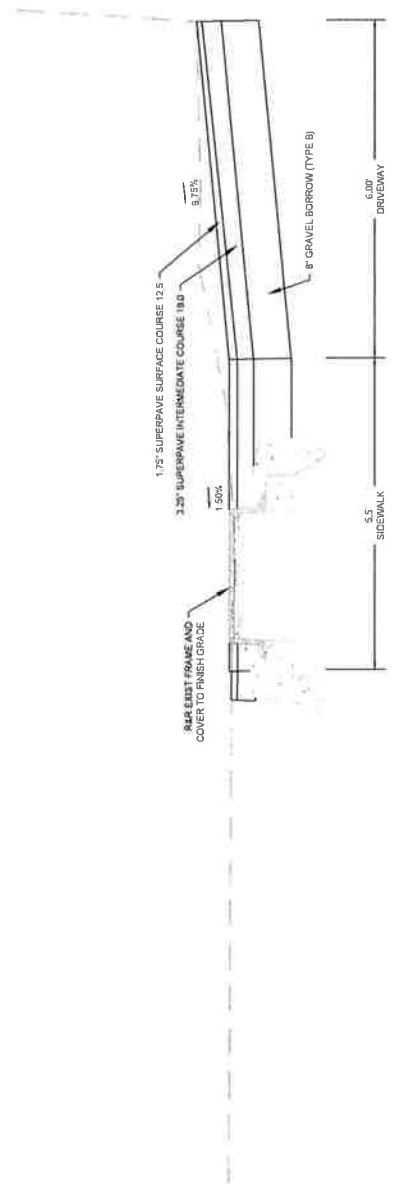
HOWARD STEIN HUDSON
 100 Main Street
 Worcester, MA 01608
 www.hshassoc.com

**LEICESTER WASHBURN SQUARE
 PAXTON ST AND WINSLOW AVE
 COMPLETE STREETS IMPROVEMENTS
 TYPICAL SECTIONS**

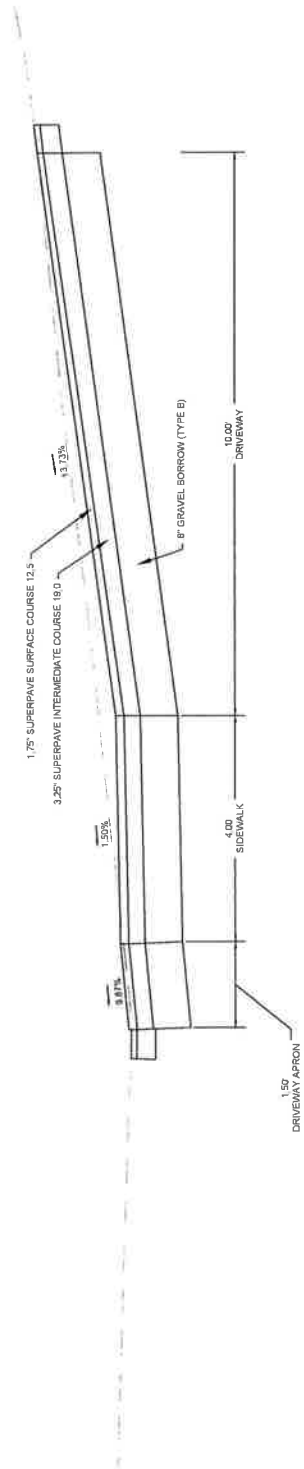
NO.	DATE	BY	CHKD.	APP'D.	TITLE
1	08/20/17	DLK	DLK	DLK	TYPICAL SECTIONS
2	09/06/18	DLK	DLK	DLK	TYPICAL SECTIONS



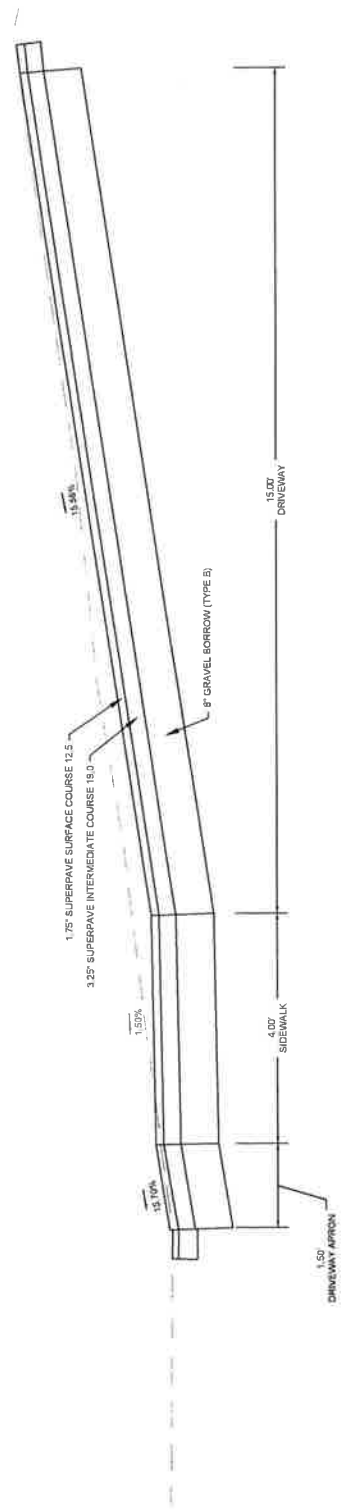
PAXTON STREET DRIVEWAY
 STA. 209+11
 NOT TO SCALE



PAXTON STREET DRIVEWAY
 STA. 209+05
 NOT TO SCALE



PAXTON STREET DRIVEWAY
 STA. 211+10
 NOT TO SCALE

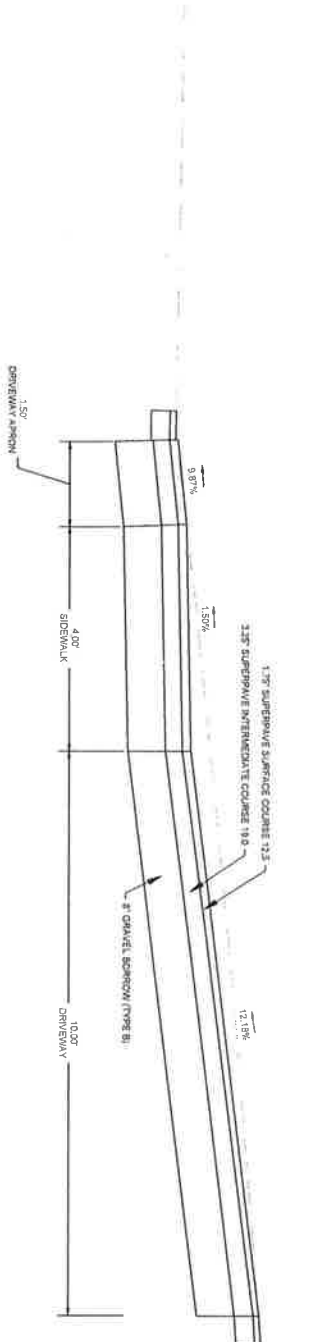


PAXTON STREET DRIVEWAY
 STA. 210+76
 NOT TO SCALE

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 70 State Street
 Worcester, MA 01608
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**LEICESTER WASHBURN SQUARE
 PAXTON STREET AND WINSLOW AVE
 COMPLETE STREET IMPROVEMENTS
 TYPICAL SECTIONS**

DATE	BY	CHKD	APPV'D	SHEET NO.	TOTAL SHEETS
2/28/21	CH	SM	SH	13	25



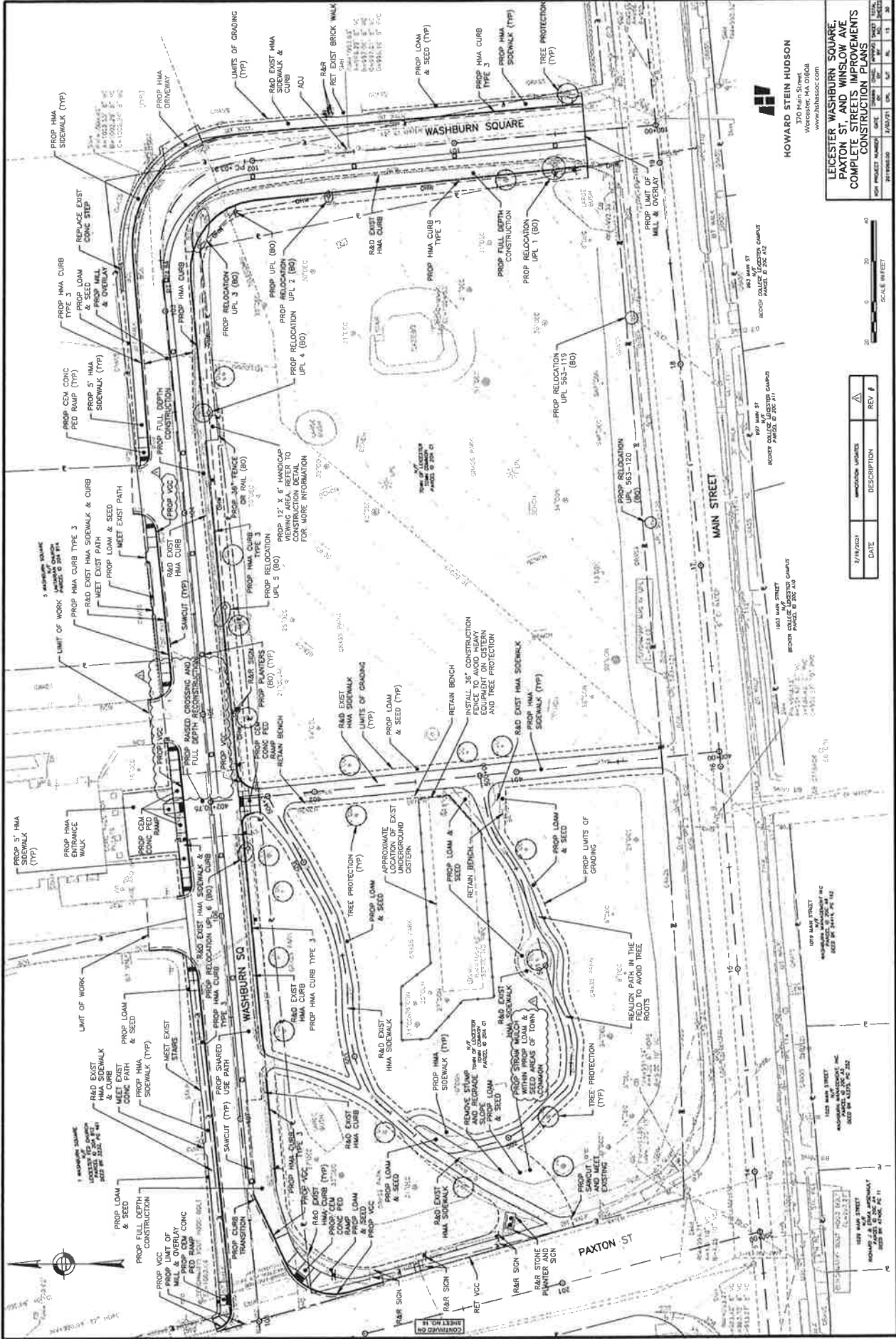
PAXTON STREET DRIVEWAY
 STA. 21+42.5
 NOT TO SCALE

LEICESTER WASHBURN SQUARE
 PAXTON ST. AND WINSLOW AVE
 COMPLETE STREETS IMPROVEMENTS
 TYPICAL SECTIONS

REV	DATE	BY	CHK	APP	NO.	DATE
20180603	2/20/18	CH			14	20

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 370 N. 9th Street
 Worcester, MA 01093
 www.hshd.com





HOWARD STEIN HUDSON
 370 Main Street
 Worcester, MA 01608
 www.hshassoc.com

**LEICESTER WASHBURN SQUARE,
 PAXTON ST. AND WINSLOW AVE
 COMPLETE STREETS IMPROVEMENTS
 CONSTRUCTION PLANS**

DATE	DESCRIPTION	REV #
5/18/2024	AMENDMENT 04	1

DATE	DESCRIPTION	REV #
5/18/2024	AMENDMENT 04	1

SCALE: 1" = 20'

DATE: 5/18/2024

DESCRIPTION: AMENDMENT 04

REV #: 1

DATE: 5/18/2024

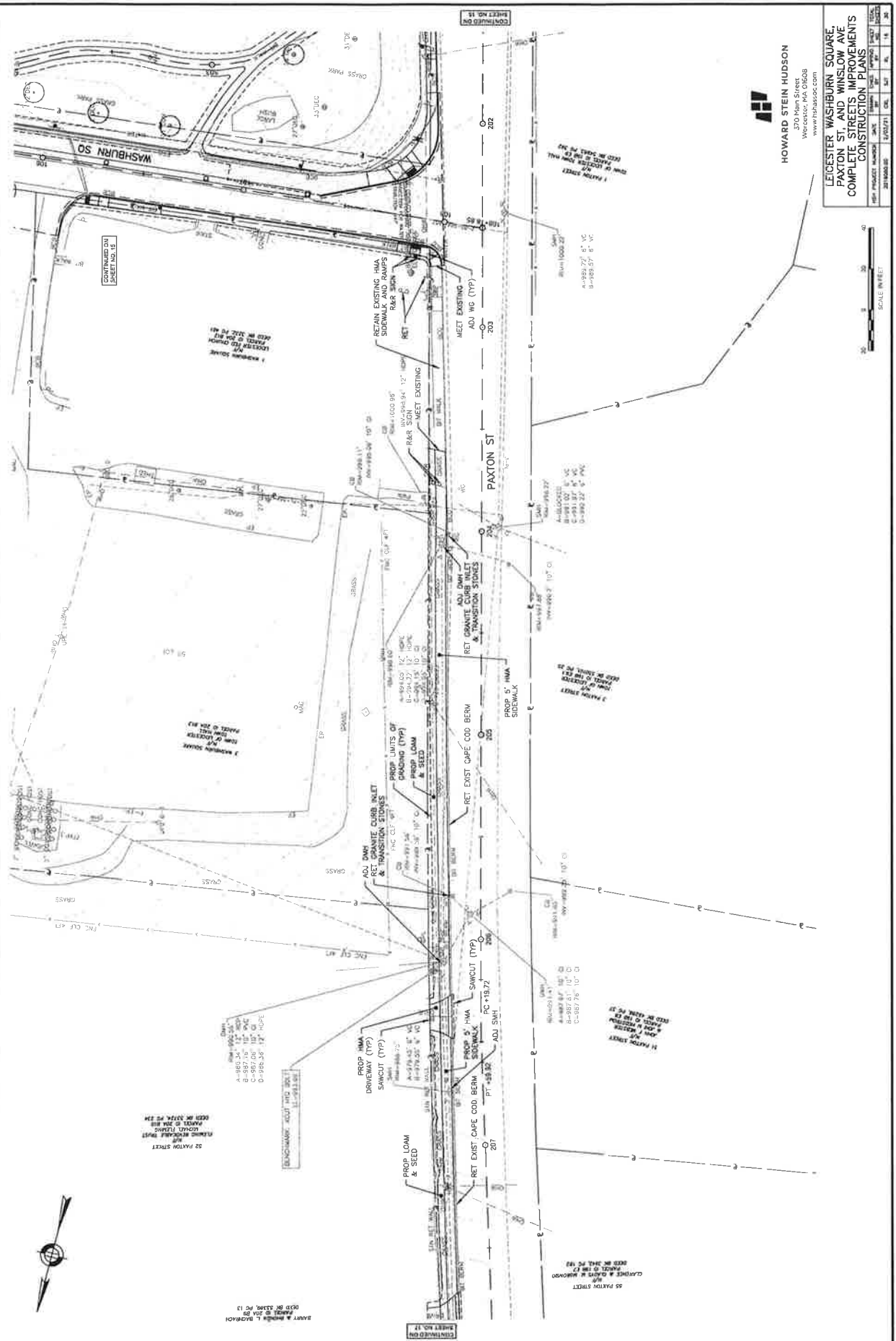
DESCRIPTION: AMENDMENT 04

REV #: 1

DATE: 5/18/2024

DESCRIPTION: AMENDMENT 04

REV #: 1



LEICESTER WASHBURN SQUARE
 PAXTON ST WASHBURN SQ
 COMPLETE STREETS IMPROVEMENTS
 CONSTRUCTION PLANS



DATE	PROJECT	SCALE	BY	CHK	APP	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00
1/20/22															

CONTINUED ON SHEET NO. 17

CONTINUED ON SHEET NO. 13

CONTINUED ON SHEET NO. 14



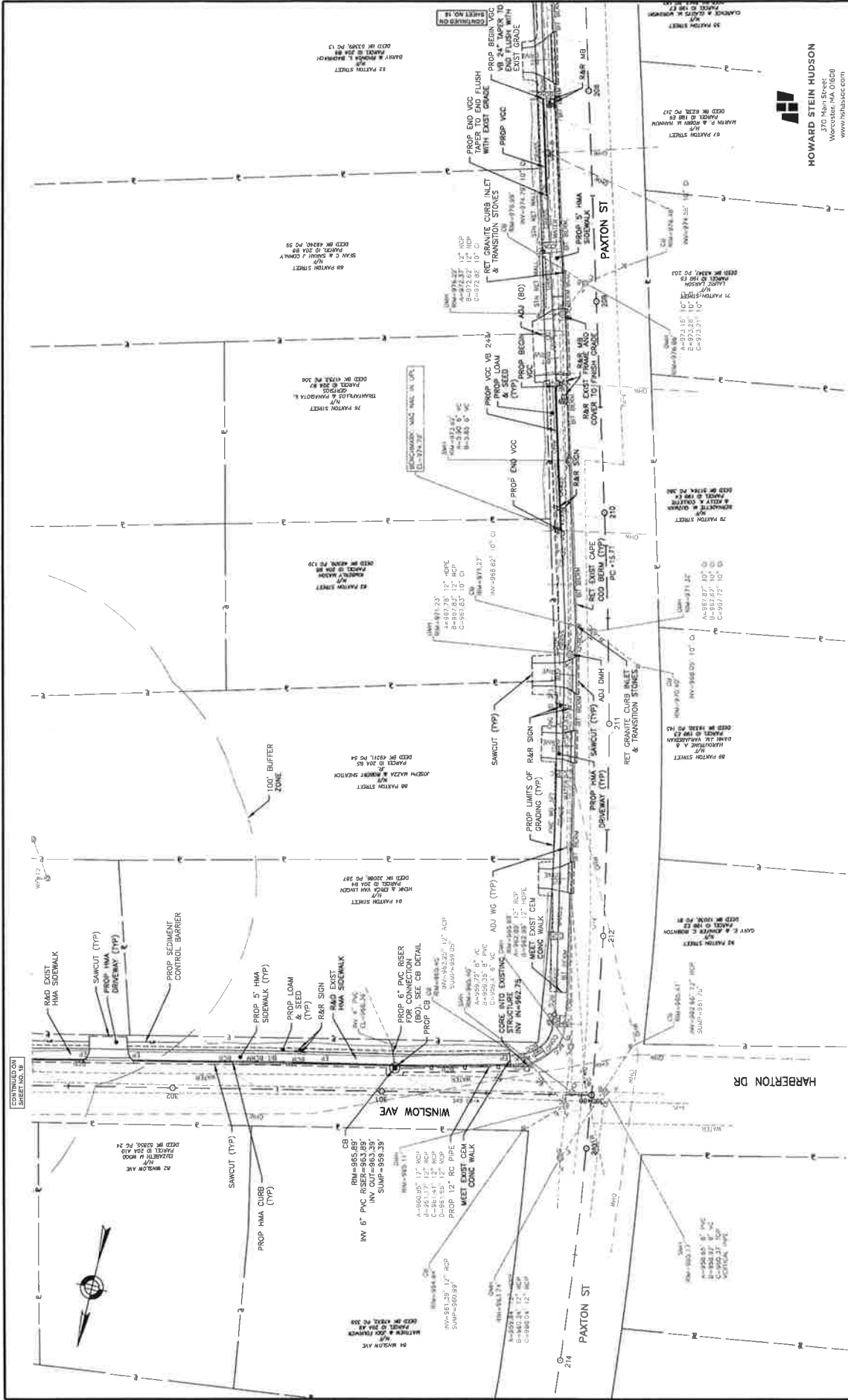
DATE: 12/15/21
 DRAWN BY: M. L. BRADY
 CHECKED BY: S. M. BIRD
 PROJECT: 204 B-3

DATE: 12/15/21
 DRAWN BY: M. L. BRADY
 CHECKED BY: S. M. BIRD
 PROJECT: 204 B-3

DATE: 12/15/21
 DRAWN BY: M. L. BRADY
 CHECKED BY: S. M. BIRD
 PROJECT: 204 B-3

DATE: 12/15/21
 DRAWN BY: M. L. BRADY
 CHECKED BY: S. M. BIRD
 PROJECT: 204 B-3

DATE: 12/15/21
 DRAWN BY: M. L. BRADY
 CHECKED BY: S. M. BIRD
 PROJECT: 204 B-3



**LEICESTER WASHBURN SQUARE
PAXTON ST AND WINSLOW AVE
COMPLETE STREET IMPROVEMENTS
CONSTRUCTION PLANS**

HOWARD STEIN HUDSON
 Worcester, MA 01608
 www.hshadcc.com

NO.	PROJECT NUMBER	DATE	REVISION	BY	CHK	APP	DATE
1	20180403	11/07/17	1	MS	MS	MS	11/07/17

DATE PLOTTED: 11/07/17 10:58 AM
 PLOT SCALE: 1" = 30'

CONTINUATION SHEET NO. B

8/25/17 1:14 PM C:\Users\jshad\OneDrive\Documents\Projects\2018\Leicester Washburn Square\20180403_Paxton St and Winslow Ave_Comp Complete Street Improvements\Construction Plans\Sheet B.dwg

Parcel Line and Curve Table

Line #/Curve #	Length	Bearing/Offset	Radius
L50	1.42	S2°11'02.22"E	25.50
L34	2.43	S5°21'42.74"E	
L35	3.47	N84°25'36.46"E	
C28	3.54	36.87	5.50
C31	5.78	31.83	10.50
L44	2.25	S5°59'24.92"E	
L46	2.14	N84°04'00.59"E	
C35	4.88	27.16	10.50
L15	50.95	S84°36'03.44"W	
C16	2.26	25.84	5.00
L51	0.98	S10°41'27.05"E	
L52	3.43	N85°11'20.13"E	
C36	3.54	36.88	5.50
L55	128.02	S4°50'11.88"E	
C39	16.64	17.33	56.00
C11	20.60	46.23	25.50
C17	2.26	25.84	5.00
L17	94.03	S84°36'03.44"W	
L37	10.00	N84°25'36.46"E	

Parcel Line and Curve Table

Line #/Curve #	Length	Bearing/Offset	Radius
L38	12.00	N84°25'36.46"E	
L39	10.00	N84°25'36.46"E	
L40	7.80	N84°25'36.46"E	
C30	3.54	36.87	5.50
L41	3.53	N84°25'36.46"E	
L36	18.64	N84°25'36.46"E	
C25	5.54	20.48	15.50
L31	1.25	N84°02'33.59"E	
C23	6.20	36.52	10.00
L47	67.54	N84°04'00.59"E	
C34	4.74	25.85	10.50
L48	2.14	N84°04'00.59"E	
C38	48.38	50.40	56.00
L53	95.10	N85°11'20.13"E	
L22	66.64	S84°36'03.44"W	
C21	35.60	89.73	35.50
L24	164.14	N5°40'03.93"W	
L29	6.50	S84°04'48.37"W	
L28	5.00	S85°50'59.65"W	
L27	2.03	S85°51'25.13"W	

Parcel Line and Curve Table

Line #/Curve #	Length	Bearing/Offset	Radius
C24	8.74	44.33	10.00
L30	143.40	N84°00'33.59"E	
C26	10.83	40.03	15.50
L43	7.53	N3°24'40.37"W	
L49	1.21	S4°32'46.87"E	
C14	5.74	15.09	25.00
C10	5.04	11.33	25.50
C12	3.89	8.74	25.90
L14	38.12	N84°48'38.32"E	
C19	12.86	73.70	10.00
L21	164.00	N84°36'03.44"E	
L16	4.92	S84°36'03.44"W	
C18	7.22	92.77	5.00
L20	2.95	N12°37'47.70"W	

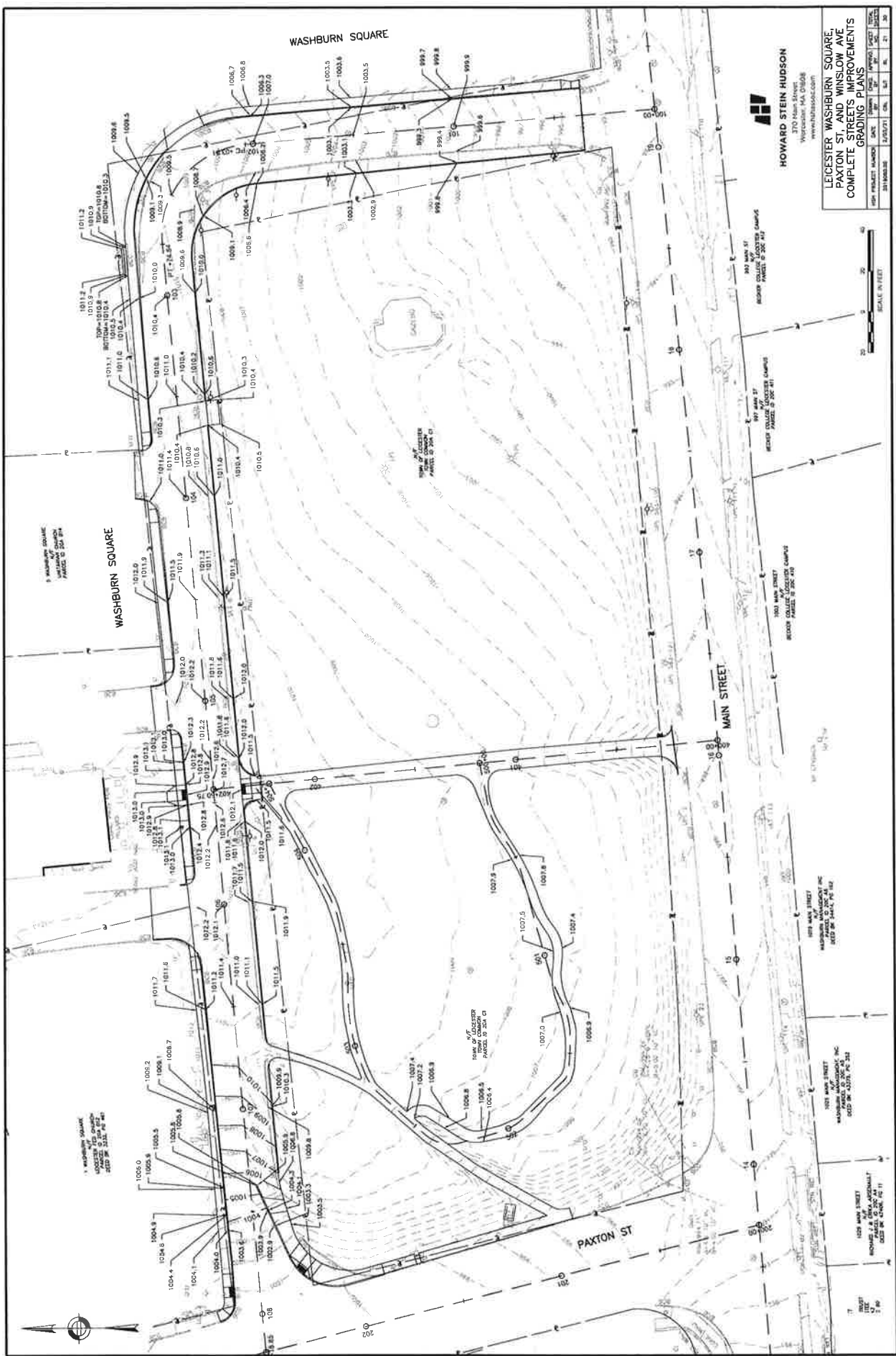


HOWARD STEIN HUDSON
 Surveyors
 Worcester, MA 01609
 www.hsassoc.com

**LEICESTER WASHBURN SQUARE
 PAYTON ST. AND WINSLOW AVE
 COMPLETE STREETS IMPROVEMENTS
 CURB LIE PLANS**

DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
1/20/21	1/20/21	1/20/21	1/20/21	1/20/21	1/20/21	1/20/21	1/20/21

154 PROJECT NUMBER: 21000000
 21000000



LEICESTER WASHBURN SQUARE,
PAXTON STREET AND WINSLOW AVE.
COMPLETE GRADING PLANS

DATE	BY	NO.	DESCRIPTION
10/20/11	SM	1	ISSUED FOR PERMITS
08/20/11	SM	2	ISSUED FOR PERMITS
08/20/11	SM	3	ISSUED FOR PERMITS
08/20/11	SM	4	ISSUED FOR PERMITS
08/20/11	SM	5	ISSUED FOR PERMITS
08/20/11	SM	6	ISSUED FOR PERMITS
08/20/11	SM	7	ISSUED FOR PERMITS
08/20/11	SM	8	ISSUED FOR PERMITS
08/20/11	SM	9	ISSUED FOR PERMITS
08/20/11	SM	10	ISSUED FOR PERMITS

HOWARD STEIN HUDSON
 370 HIGHLAND AVE., SUITE 200
 WASHINGTON, MA 01890
 WWW.HSHUDSON.COM

100 MAIN STREET
 WINSLOW COLLEGE LOCUSTER CAMPUS
 PARCEL # 200 017

100 MAIN STREET
 WINSLOW COLLEGE LOCUSTER CAMPUS
 PARCEL # 200 011

100 MAIN STREET
 WINSLOW COLLEGE LOCUSTER CAMPUS
 PARCEL # 200 010

100 MAIN STREET
 WINSLOW COLLEGE LOCUSTER CAMPUS
 PARCEL # 200 010

100 MAIN STREET
 WINSLOW COLLEGE LOCUSTER CAMPUS
 PARCEL # 200 010

100 MAIN STREET
 WINSLOW COLLEGE LOCUSTER CAMPUS
 PARCEL # 200 010

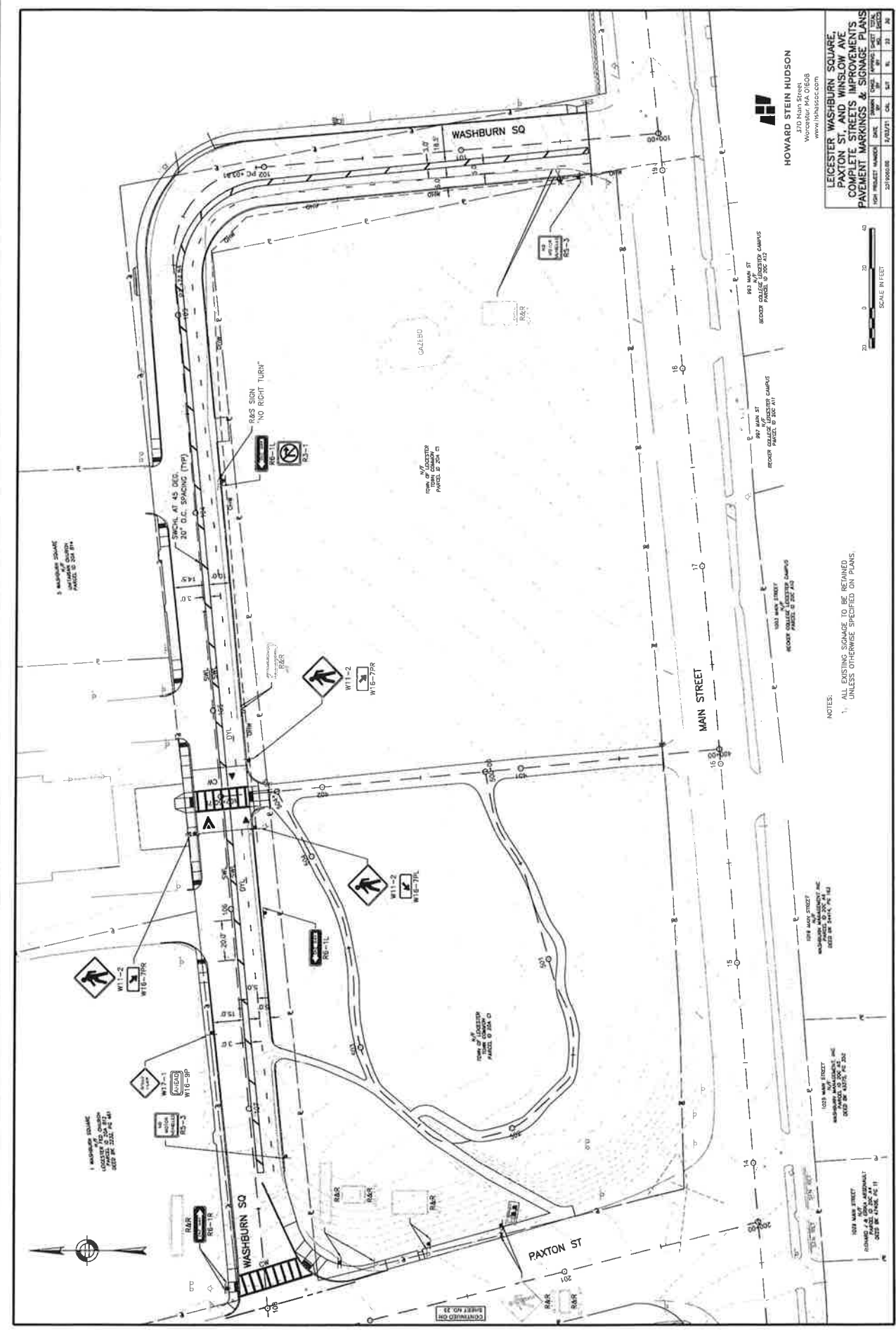
100 MAIN STREET
 WINSLOW COLLEGE LOCUSTER CAMPUS
 PARCEL # 200 010

100 MAIN STREET
 WINSLOW COLLEGE LOCUSTER CAMPUS
 PARCEL # 200 010

100 MAIN STREET
 WINSLOW COLLEGE LOCUSTER CAMPUS
 PARCEL # 200 010

100 MAIN STREET
 WINSLOW COLLEGE LOCUSTER CAMPUS
 PARCEL # 200 010

100 MAIN STREET
 WINSLOW COLLEGE LOCUSTER CAMPUS
 PARCEL # 200 010



**LEICESTER WASHBURN SQUARE
PAXTON ST. AND WINSLOW AVE
COMPLETE STREETS IMPROVEMENTS
PAVEMENT MARKINGS & SIGNAGE PLANS**

NO.	REVISION	DATE	BY	CHKD	APP'D	SHEET NO.	TOTAL SHEETS
1	ISSUED FOR PERMIT	03/21/21	EL	EL	EL	12	24

HOWARD STEIN HUDSON
 270 South State Street
 Worcester, MA 01608
 www.hshudson.com

SCALE IN FEET
 0 10 20 30 40

NOTES:
 1. EXISTING SIGNAGE TO BE RETAINED UNLESS OTHERWISE SPECIFIED ON PLANS.

103 MAIN STREET
 WASHINGTON ST. CROSSING
 PARCELS @ 200' AT 120
 200' @ 4325' PG 202

103 MAIN STREET
 WASHINGTON ST. CROSSING
 PARCELS @ 200' AT 11
 200' @ 4325' PG 11

103 MAIN STREET
 WASHINGTON ST. CROSSING
 PARCELS @ 200' AT 10
 200' @ 4325' PG 10

103 MAIN STREET
 WASHINGTON ST. CROSSING
 PARCELS @ 200' AT 9
 200' @ 4325' PG 9

103 MAIN STREET
 WASHINGTON ST. CROSSING
 PARCELS @ 200' AT 8
 200' @ 4325' PG 8

103 MAIN STREET
 WASHINGTON ST. CROSSING
 PARCELS @ 200' AT 7
 200' @ 4325' PG 7

103 MAIN STREET
 WASHINGTON ST. CROSSING
 PARCELS @ 200' AT 6
 200' @ 4325' PG 6

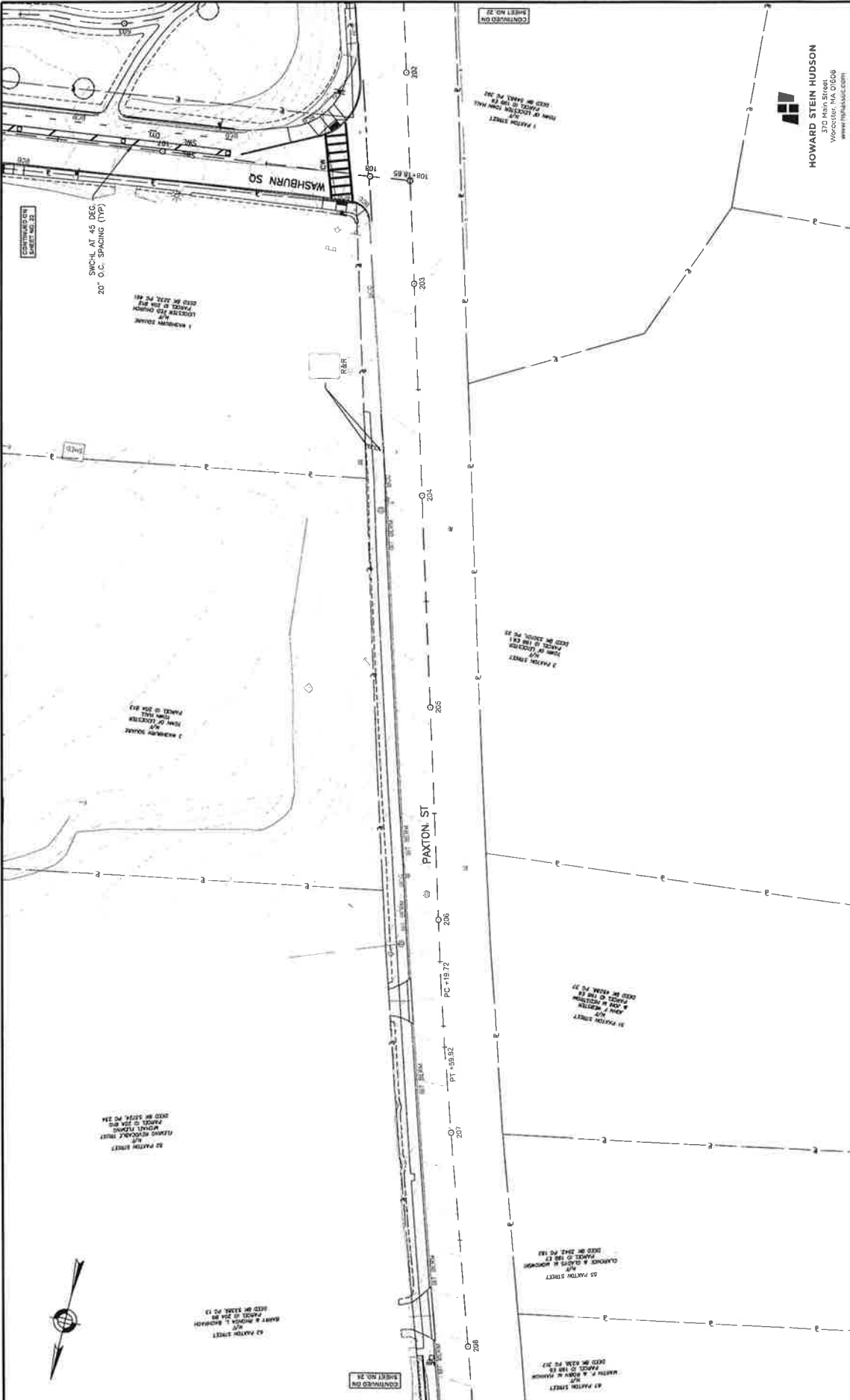
103 MAIN STREET
 WASHINGTON ST. CROSSING
 PARCELS @ 200' AT 5
 200' @ 4325' PG 5

103 MAIN STREET
 WASHINGTON ST. CROSSING
 PARCELS @ 200' AT 4
 200' @ 4325' PG 4

103 MAIN STREET
 WASHINGTON ST. CROSSING
 PARCELS @ 200' AT 3
 200' @ 4325' PG 3

103 MAIN STREET
 WASHINGTON ST. CROSSING
 PARCELS @ 200' AT 2
 200' @ 4325' PG 2

103 MAIN STREET
 WASHINGTON ST. CROSSING
 PARCELS @ 200' AT 1
 200' @ 4325' PG 1



HOWARD STEIN HUDSON
 830 WASHINGTON STREET
 WOODSTOCK, MA 01595
 WWW.HSHUDSON.COM

**LEICESTER WASHBURN SQUARE
 PAXTON ST AND WINSLOW AVE
 COMPLETE STREETS IMPROVEMENTS
 PAVEMENT MARKINGS & SIGNAGE PLANS**

DATE	BY	DESCRIPTION	SHEET NO.	TOTAL SHEETS
08/14/2018	HS	ISSUE FOR PERMIT	1	1

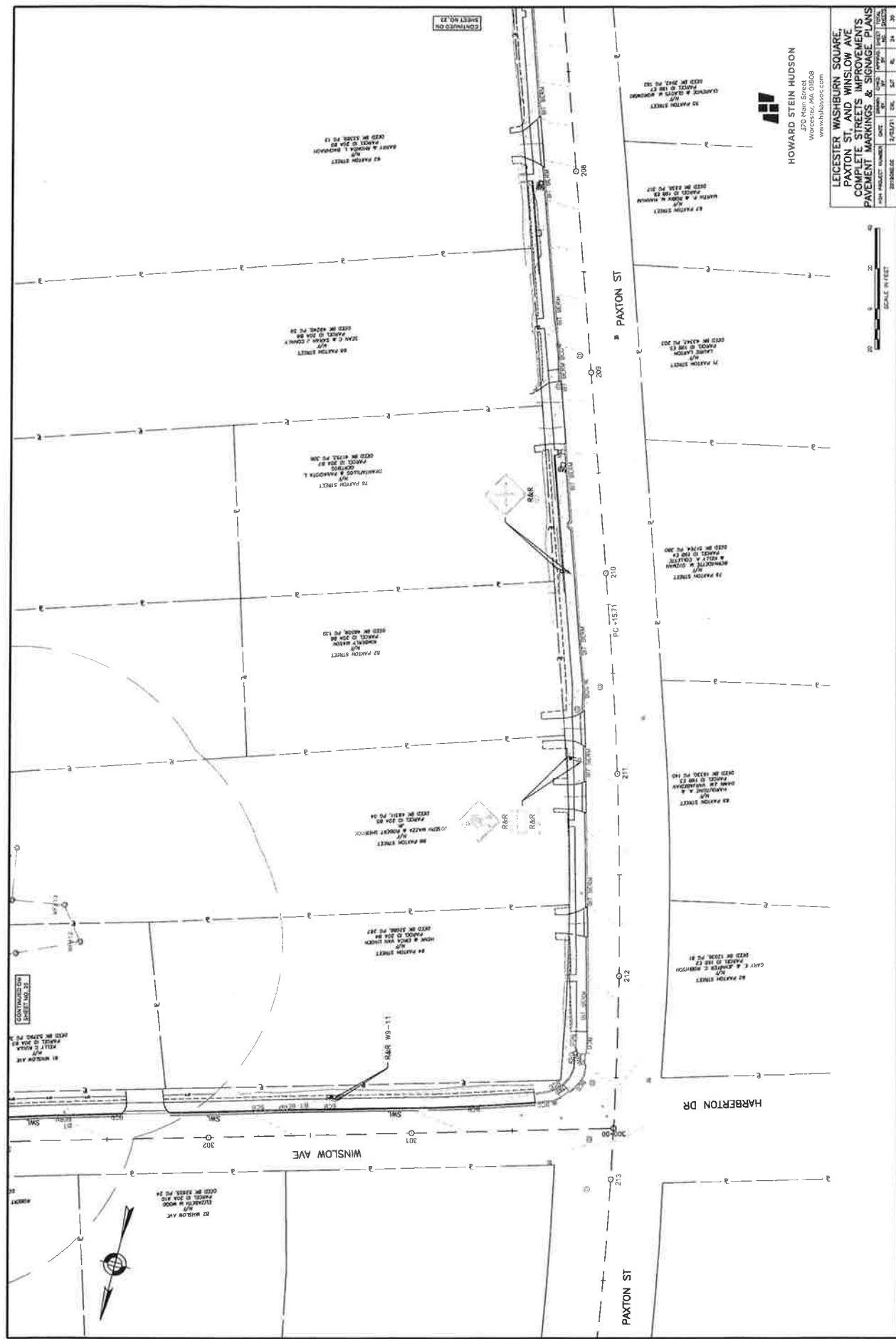
SCALE IN FEET
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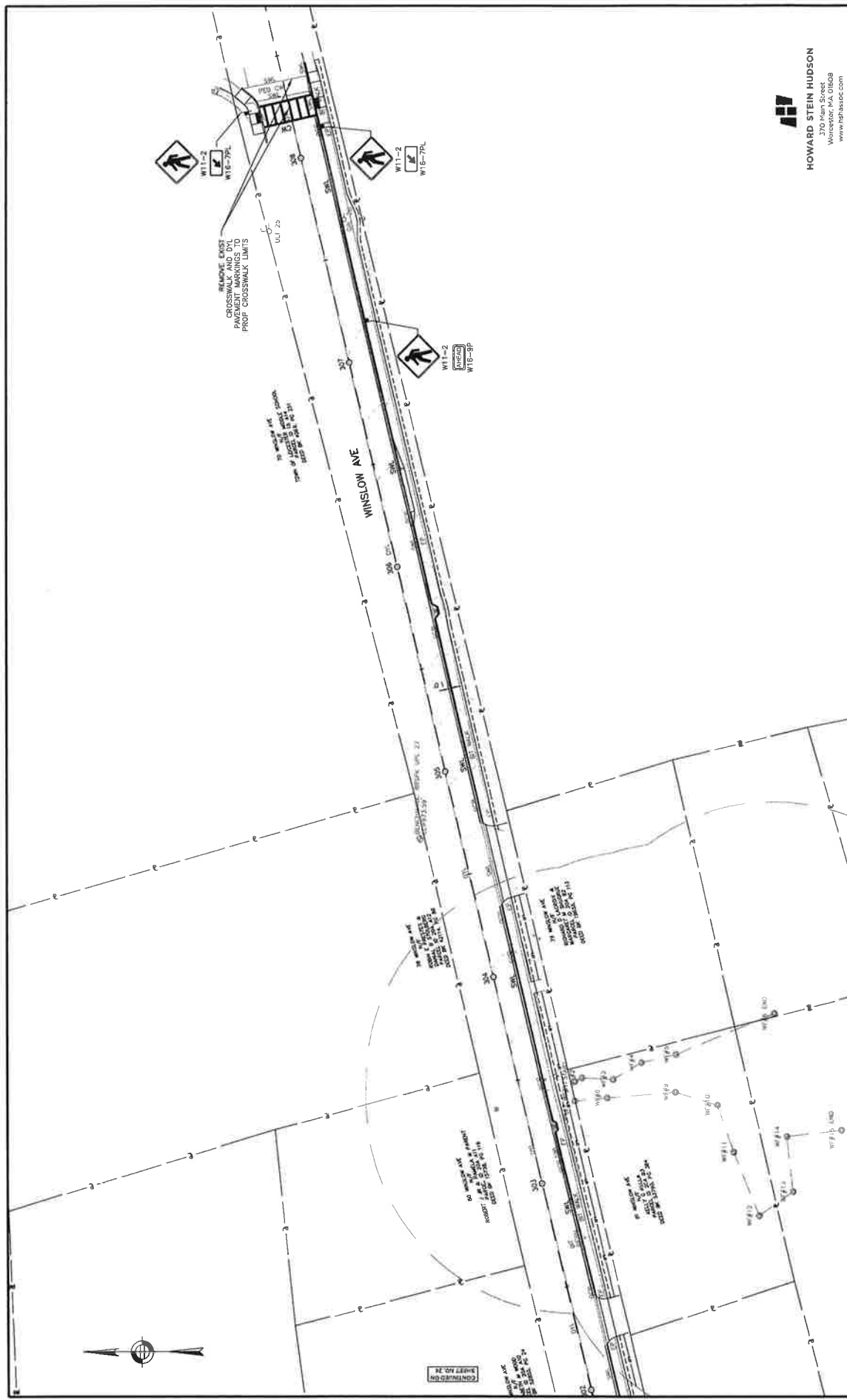
SHEET NO. 22
 CONTINUED ON
 SHEET NO. 21

SHEET NO. 23
 CONTINUED ON
 SHEET NO. 24

**LEICESTER WASHBURN SQUARE
PAXTON ST. AND WINSLOW AVES
STREET IMPROVEMENTS
PAVEMENT MARKINGS & SIGNAGE PLANS**

HOWARD STEIN HUDSON
370 Main Street
Leicester, MA 01545
www.hshub.com















CONTRACT NO. 24

HOWARD STEIN HUDSON
 115 SOUTH MAIN STREET
 WORCESTER, MA 01609
 WWW.HSH.ASSOC.COM

**LEICESTER WASHBURN SQUARE
 PATYON ST. AND WINSLOW AVE
 COMPLETE STREETS IMPROVEMENTS
 PAVEMENT MARKINGS & SIGNAGE PLANS**



NO.	PROJECT NUMBER	DATE	BY	CHK	APP	SCALE	SHEET	TOTAL
157	157-0001	08/21/11	SH	SL	AL		23	138

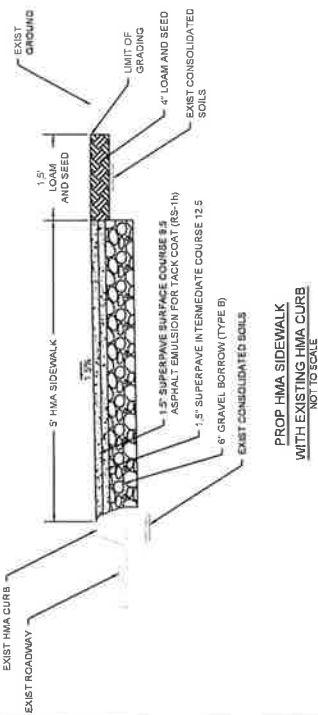
IDENTIFICATION NUMBER	SIZE OF SIGN (INCHES)		UNIT AREA SF	TEXT	TEXT DIMENSIONS	NUMBER OF SIGNS REQUIRED	COLOR		POST SIZE AND NUMBER REQUIRED PER SIGN	TOTAL AREA IN SQ. FEET
	WIDTH	HEIGHT					BACKGROUND	LEGEND BORDER		
RS-1	24	24	4.00		SEE MUTCD STANDARD DETAIL	1	SEE MUTCD STANDARD DETAIL		MOUNT W/ RS-1L (1)	4.00
RS-3	24	24	4.00			2			P5 (2)	8.00
RS-1L	36	12	3.00			2			P5 (2)	6.00
RS-1R	36	12	3.00			1			MOUNT TO CURBSIDE STREET SIGN POST	3.00
W11-2	30	30	6.25			3	FLUORESCENT YELLOW GREEN	BLACK	P5 (3)	18.75
W11-2	36	36	9.00			3	FLUORESCENT YELLOW GREEN	BLACK	P5 (3)	27.00
W16-7PL	24	12	2.00			3	FLUORESCENT YELLOW GREEN	BLACK	MOUNT W/ W11-2 (3)	6.00
W16-7PR	24	12	2.00			2	FLUORESCENT YELLOW GREEN	BLACK	MOUNT W/ W11-2 (2)	4.00
W16-9P	24	12	2.00			2	FLUORESCENT YELLOW GREEN	BLACK	MOUNT W/ W11-2 (1) AND W11-1 (1)	4.00
W17-1	30	30	6.25			1	FLUORESCENT YELLOW GREEN	BLACK	P5 (1)	6.25



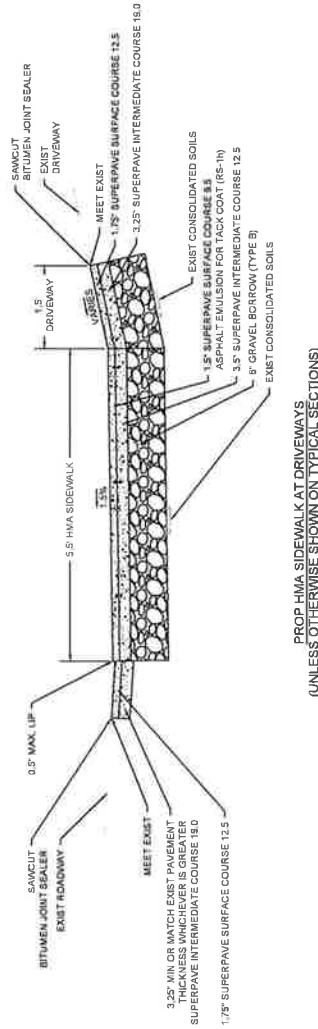
HOWARD STEIN HUDSON
 250 State Street
 Worcester, MA 01608
 www.hs-hs.com

**LEICESTER WASHBURN SQUARE
 PAYTON ST. AND WINSLOW AVE
 COMPLETE STREETS IMPROVEMENTS
 TRAFFIC SIGN SUMMARY SHEET**

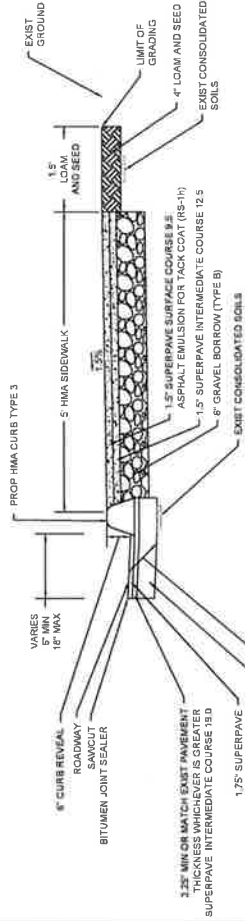
DATE	ISSUED	BY	DATE	ISSUED	BY
2/10/2010	2/10/2010	HS			



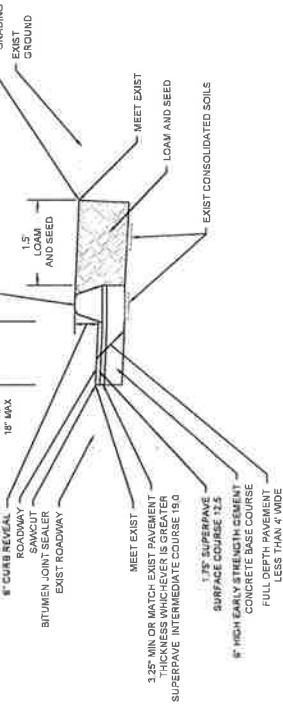
PROP HMA SIDEWALK WITH EXISTING HMA CURB
NOT TO SCALE



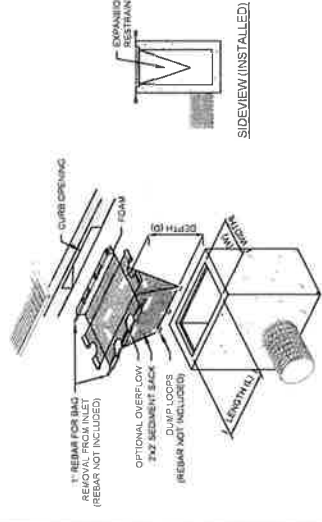
PROP HMA SIDEWALK AT DRIVEWAYS (UNLESS OTHERWISE SHOWN ON TYPICAL SECTIONS)
NOT TO SCALE



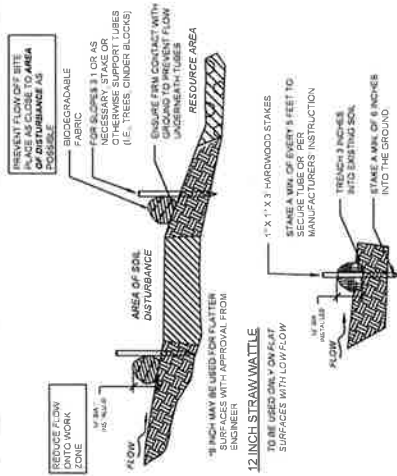
PROP HMA SIDEWALK AND PROP HMA CURB TYPE 3 IN FULL DEPTH PAVEMENT LESS THAN 4' WIDE
NOT TO SCALE



PROP HMA CURB TYPE 3 WITH 1.5\"/>

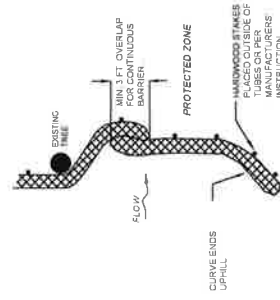


CATCH BASIN FILTER TEMPORARY INLET PROTECTION
NOT TO SCALE



SECTION

SEDIMENT BARRIERS - COMPOST FILTER TUBES & STRAW WATTLES
NOT TO SCALE

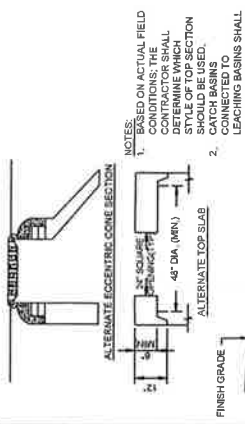


PLAN VIEW
PLACE TUBES ALONG CONTOURS AND PERPENDICULAR TO FLOW. JUST AS LOCATIONS REQUIRED FOR OPTIMUM EFFECTIVENESS. DO NOT INSTALL IN WATERWAYS. PLACE STAKES AS NEEDED TO SECURE TUBES IN PLACE.

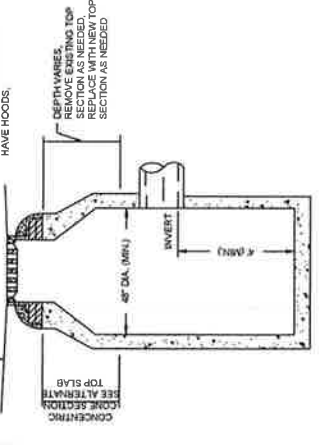
HOWARD STEIN HUDSON
270 N. W. 10th Ave. Suite 200
West Palm Beach, FL 33411
www.hshd.com

LEICESTER WASHBURN SQUARE
PAVING STABILIZATION
CITY STREETS IMPROVEMENTS
CONSTRUCTION DETAILS

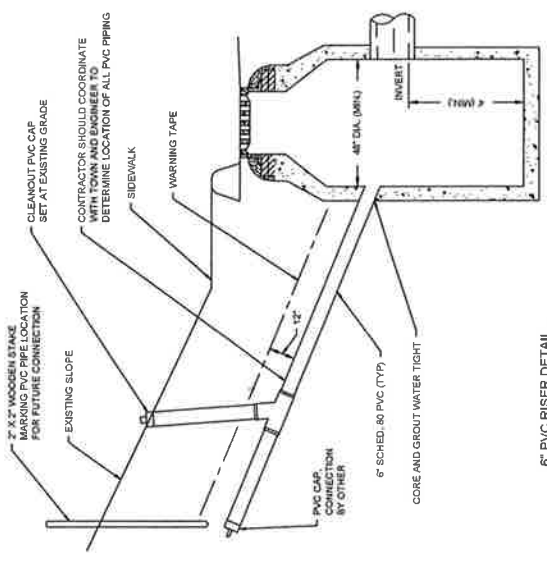
REV	DATE	BY	CHKD	APP	DATE
001	08/27/14	MS	MS	MS	08/27/14
002	09/02/14	MS	MS	MS	09/02/14
003	09/02/14	MS	MS	MS	09/02/14
004	09/02/14	MS	MS	MS	09/02/14
005	09/02/14	MS	MS	MS	09/02/14
006	09/02/14	MS	MS	MS	09/02/14
007	09/02/14	MS	MS	MS	09/02/14
008	09/02/14	MS	MS	MS	09/02/14
009	09/02/14	MS	MS	MS	09/02/14
010	09/02/14	MS	MS	MS	09/02/14



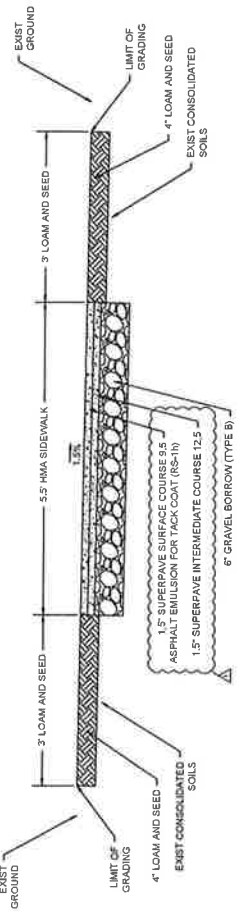
NOTES:
 1. BASED ON ACTUAL FIELD CONDITIONS; THE CONTRACTOR SHALL DETERMINE WHICH STYLE OF TOP SECTION SHOULD BE USED.
 2. THE RISER SHALL BE CONNECTED TO LEACHING BASINS SHALL HAVE HOODS.



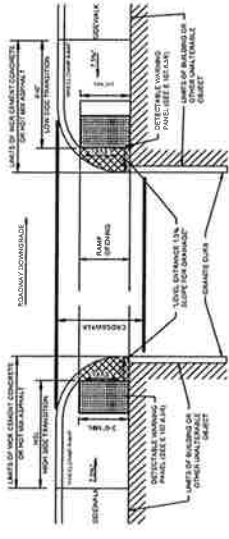
DEEP SUMP CATCH BASIN
 NOT TO SCALE



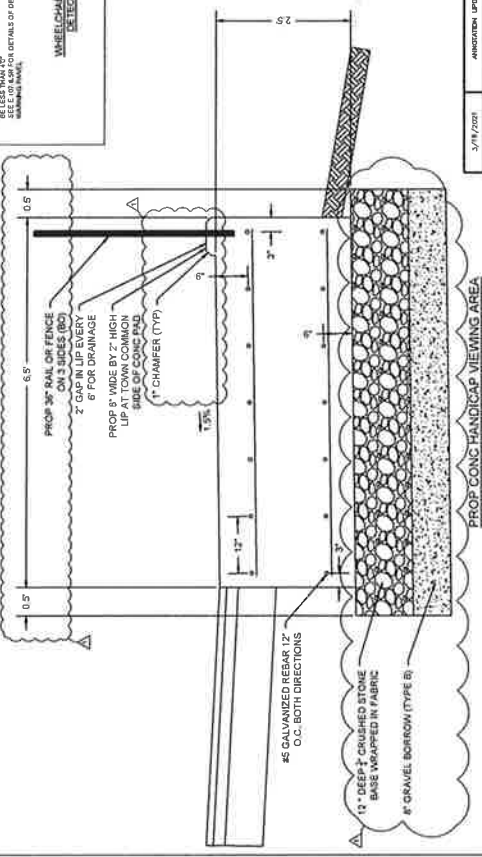
6" PVC RISER DETAIL
 NOT TO SCALE



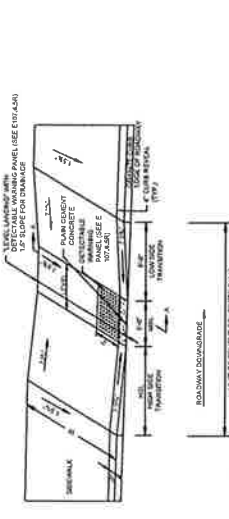
PROP. HMA SIDEWALK
 WITHIN TOWN COMMON
 NOT TO SCALE



WHEEL CHAIR RAMP ON NARROW SIDEWALK WITH
 DETECTABLE SURFACE
 NOT TO SCALE



3' WIDE BY 2' HIGH CURB ON COMMON
 SIDE OF CONC. PAV.
 NOT TO SCALE



CURB AND GUTTER
 NOT TO SCALE

HOWARD STEIN HUDSON
 370 Main Street
 Worcester, MA 01608
 www.hshudson.com

**LEICESTER WASHBURN SQUARE,
 PAXTON ST. AND WINSLOW AVE.
 COMPLETE STREETS IMPROVEMENTS
 CONSTRUCTION DETAILS**

DATE	DESCRIPTION	REV. #
5/14/2021	Revisions	1

APPENDIX B

**M.G.L. CH. 131
DETERMINATION OF APPLICABILITY**



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 2 – Determination of Applicability
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. General Information

Important:
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



From: Leicester
 Conservation Commission

To: Applicant Town of Leicester Property Owner (if different from applicant):
 Name _____ Name _____
 59 Peter Salem Road Mailing Address _____
 Mailing Address _____
Leicester MA 01524 City/Town State Zip Code
 City/Town State Zip Code

- Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

<u>Project Ortho & Locus Map w/ Natural Heritage Data</u>	<u>August 2020</u>
Title	Date
<u>Town of Leicester, Massachusetts Main St Complete Streets Improvements</u>	<u>August 17, 2020</u>
Title	Date
<u>Town of Leicester, Massachusetts Washburn Sq, Paxton St, Winslow Ave Complete Streets Improvements</u>	<u>June 19, 2020</u>
Title	Date
- Date Request Filed:
10/13/2020

B. Determination

Pursuant to the authority of M.G.L. c. 131, § 40, the Conservation Commission considered your Request for Determination of Applicability, with its supporting documentation, and made the following Determination.

Project Description (if applicable):

The work consists of sidewalk reconstruction along the south side of Winslow Ave from Paxton Street to Leicester Middle School crosswalk, sidewalk construction along the east side of Paxton Street from Winslow Ave to Main Street, sidewalk reconstruction, minor roadway widening and mill and overlay along Washburn Square, sidewalk reconstruction within Town Common, and sidewalk reconstruction and mill overlay along Main Street from Paxton Street to S. Main Street. The work will include a concrete wheelchair ramp construction, high visibility crosswalk installation, hot mix asphalt, sidewalk construction and reconstruction, new hot mix asphalt curb and transition curb installation, minor roadway widening, and mill and overlay of existing roadway. All work will occur within existing roadway layout. No direct impacts to wetlands resource areas will occur. Appropriate BMPs have been incorporated.

Project Location:

<u>Main St, Paxton St, Winslow Ave, Washburn Sq</u>	<u>Leicester</u>
Street Address	City/Town
<u>Map 20</u>	<u>N/A (Road Layout)</u>
Assessors Map/Plat Number	Parcel/Lot Number



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 2 – Determination of Applicability
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

Positive Determination

Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) or Order of Resource Area Delineation (issued following submittal of Simplified Review ANRAD) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.

2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

2b. The boundaries of resource areas listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.

4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).

5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Name

Ordinance or Bylaw Citation



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 2 – Determination of Applicability
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:
-
7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):
- Alternatives limited to the lot on which the project is located.
 - Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
 - Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
 - Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.
2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.
3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).
- (a) The Conservation Commission will be notified of the project start date
-
4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 2 – Determination of Applicability
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

- 5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

Exempt Activity (site applicable statutory/regulatory provisions)

- 6. The area and/or work described in the Request is not subject to review and approval by:

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Name	Ordinance or Bylaw Citation
------	-----------------------------

C. Authorization

This Determination is issued to the applicant and delivered as follows:

- by hand delivery on by certified mail, return receipt requested on

12/02/2020	
Date	Date

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>) and the property owner (if different from the applicant).



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 2 – Determination of Applicability
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. Authorization (cont.)

DocuSigned by: Signature Stephen Parretti 1521354E235741F	Stephen Parretti Printed Name
DocuSigned by: Signature JoAnn Schold 2497535D0417E...	JoAnn Schold Printed Name
DocuSigned by: Signature James Cooper 76C8E51B8E6049E...	James Cooper Printed Name
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name

D. Appeals

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate Department of Environmental Protection Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant if he/she is not the appellant. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
Request for Departmental Action Fee
Transmittal Form

DEP File Number: _____

Provided by DEP _____

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. Request Information

1. Location of Project

_____	_____
a. Street Address	b. City/Town, Zip
_____	_____
c. Check number	d. Fee amount

2. Person or party making request (if appropriate, name the citizen group's representative):

Name

Mailing Address

_____	_____	_____
City/Town	State	Zip Code
_____	_____	
Phone Number	Fax Number (if applicable)	

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name

Mailing Address

_____	_____	_____
City/Town	State	Zip Code
_____	_____	
Phone Number	Fax Number (if applicable)	

4. DEP File Number:

B. Instructions

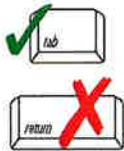
1. When the Departmental action request is for (check one):

- Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
- Superseding Determination of Applicability – Fee: \$120
- Superseding Order of Resource Area Delineation – Fee: \$120

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
Box 4062
Boston, MA 02211

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.





Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
Request for Departmental Action Fee
Transmittal Form

DEP File Number:

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Instructions (cont.)

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>).
4. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Determination of Applicability Certification

I hereby Certify that I have read and understand all Determination of Applicability requirements and conditions applicable to this project and included in this Appendix B, and my responsibilities to comply with all requirements set forth therein.

Signature

Printed Name

Title

Company Name

Date

**COMMONWEALTH SITE READINESS PROGRAM
TECHNICAL ASSISTANCE TO PUBLIC ENTITY
GRANT AGREEMENT**

THIS GRANT AGREEMENT (the “Agreement”) dated this _____ day of [ES1] _____, 2021 (the “Effective Date”), between MASSACHUSETTS DEVELOPMENT FINANCE AGENCY, a Massachusetts body politic and corporate established and existing under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, Boston, Massachusetts 02110 (“MassDevelopment”), and the Town of Leicester, a Massachusetts Municipal Corporation, having a mailing address at 3 Washburn Square, Leicester, Massachusetts 01524 (the “Recipient”).

RECITALS

WHEREAS, the Site Readiness Program (“the Program”) was created pursuant to *An Act Relative to Job Creation and Workforce Development, 2016 Mass. Acts c. 219, § 2A* (the “Enabling Legislation”) to fund site assembly, site assessment, predevelopment permitting and other predevelopment marketing activities that enhance a site’s readiness for commercial, industrial or mixed use development; and

WHEREAS, MassDevelopment’s Board of Directors voted to approve guidelines for the Program on January 12, 2017 and amended and ratified those guidelines on June 8, 2017 and September 13, 2018; and

WHEREAS, on January 12, 2021, MassDevelopment’s Board of directors approved a Program award on behalf of the Recipient; and

WHEREAS, the Recipient desires to improve site readiness at Millbrook Industrial Park, 88-102 Huntoon Memorial Highway, Leicester, Massachusetts 01524 (the “Site”); and

WHEREAS, this Agreement is entered into for the public purpose, consistent with the Enabling Legislation and the Program’s guidelines, of assisting the Recipient to undertake due diligence studies and market analysis for a largely underdeveloped 116-acre site with 2,000 feet of frontage on Huntoon Memorial Highway that could support up to 1.5 million square feet of development to improve site readiness at the Site (the “Project”); and

WHEREAS, the Recipient and MassDevelopment agree that MassDevelopment will contract with [CONSULTANTS TBD] and other pre-approved subcontractors (collectively, the “Consultant Team”) to provide certain services in connection with the Project as further described in **Exhibit A** attached hereto and made part hereof (the “Services”); and

WHEREAS, the Recipient and MassDevelopment intend by this Agreement to establish clearly articulated responsibilities expressly agreed upon by both parties.

TERMS

NOW, THEREFORE, in consideration of the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. MassDevelopment's Obligations.

(a) MassDevelopment shall allocate and expend up to \$50,000.00 in acquisition of the Site and the delivery of the Services, exclusive of the expenses and costs of its staff time (the "MassDevelopment Funds"). The amount of the MassDevelopment Funds actually disbursed that have not already been repaid to MassDevelopment are referred to as the "Disbursed Funds".

2. Recipient's Obligations.

(a) Recipient shall cause the Consultant Team to perform the Services in a professional, competent, and timely manner.

(b) Recipient hereby represents and warrants that:

- (i) The Disbursed Funds shall be used exclusively for the Services and Site acquisition.
- (ii) The Recipient has the legal power and authority to enter into and perform this Agreement and any related documents in which it is named as a party, to fulfill its obligations set forth herein and therein and to carry out the transactions contemplated hereby and thereby.
- (iii) This Agreement and any other documents delivered to MassDevelopment by the Recipient pursuant hereto are the legal, valid and binding obligations of the Recipient, enforceable against the Recipient in accordance with their respective terms. There are no actions, suits, proceedings, adverse findings or investigations pending or, to the knowledge of the Recipient, threatened, anticipated or contemplated (nor, to the knowledge of the Recipient, is there any basis therefor) against or affecting the Recipient before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that call into question the validity of this Agreement or any action taken or to be taken in connection with the transactions contemplated hereby.
- (iv) Each of the representations and warranties of this section shall survive the advance of the Grant Amount pursuant to this Agreement and the termination of this Agreement and the Recipient shall indemnify and hold harmless MassDevelopment and any members, officers, employees, or directors thereof (the "Indemnitees") from and against all loss, expense or liability directly or indirectly resulting from the breach thereof, including, without limitation, the cost of defending or settling any claim arising therefrom against the Indemnitees.

(c) The Recipient shall meet with MassDevelopment staff and/or its consultants on an as needed basis, during the period when the Services are being performed or as MassDevelopment reasonably requests thereafter. The Recipient's Project Manager (as identified in Section 4) shall assist MassDevelopment and its consultants in accessing the assistance of other municipal agencies or staff, as necessary. The Recipient shall work diligently with MassDevelopment in coordinating and resolving any issues that may arise in connection with the Project.

(d) For five years from the Effective Date, the Recipient shall provide biannual update reports to MassDevelopment that include Project goals, updates, timelines, Net Proceeds, and Economic Benefit to the Municipality; the biannual reports are due on or before June 1 and December 31 of each calendar year. After the expiration of five years from the Effective Date, the Recipient shall provide annual reports, with the same information referenced above, to MassDevelopment, on December 31 of each year, until the earlier of: (i) the date MassDevelopment has been fully reimbursed for the Disbursed Funds or (ii) the date the Agreement has expired.

3. Contracts with Third Parties. In retaining, managing, and overseeing the performance by the Consultant Team of the Services, MassDevelopment, with the prior consent of the Recipient, may contract or subcontract with third parties, consistent with any applicable procurement laws, rules, or regulations, for goods and services, permitting services, urban design services, and other consulting services for all activities that MassDevelopment deems necessary or desirable in the course of performing the Services.

4. Project Personnel. Both MassDevelopment and the Recipient have designated the following persons to serve as Project Manager to support effective communication between MassDevelopment and the Recipient and to report on the Project's progress:

For MassDevelopment:

Name: Amanda Gregoire
Telephone: (617) 330-2073
Email: agregoire@massdevelopment.com

For Recipient:

Name: Bryan Milward
Telephone: (508) 892-7077
Email: milwardb@leicesterma.org

5. Ownership and Use of Materials. All materials produced by MassDevelopment, including, without limitation, disks, plans, specifications, reports, manuals, pamphlets, and articles ("Documentary Materials"), shall be the property of MassDevelopment, and shall appropriately designate MassDevelopment as the owner. MassDevelopment shall make these materials available to the Recipient for economic development purposes. Upon full repayment of the Disbursed Funds, ownership of the Documentary Materials shall transfer to the Recipient.

6. Term. The term of this Agreement shall commence upon the Effective Date established above and shall expire at 11:59 P.M. on the date 30 years thereafter.

7. Survival. The provisions of this Agreement, which expressly or by their nature survive expiration or termination of this Agreement will remain in effect after the termination of this Agreement.

8. Compliance with Laws. In connection with this Agreement, MassDevelopment shall, and

shall require all of its employees, contractors, and agents to, comply with all federal, state, and local laws, regulations, rules, ordinances, and orders of any kind which are applicable to MassDevelopment's performance of the Services.

9. MassDevelopment Liability.

(a) In no event shall MassDevelopment be held liable with respect to:

- (i) Any contract entered into with a third party by the Recipient relating to the subject matter of this Agreement or otherwise;
- (ii) Any recommendations, proposals, suggestions, comments, or actions taken or omitted in connection with this Agreement, unless MassDevelopment is grossly negligent; or
- (iii) Any work performed by any contractor as part of the Services provided under this Agreement.

(b) MassDevelopment shall have no obligation to perform, or have performed, any work described in the Services with internal staff resources, nor shall MassDevelopment be obliged to incur any costs if the Recipient shall unreasonably fail to provide MassDevelopment with material information necessary to deliver the work described in the Services.

(c) MassDevelopment shall have no obligation to perform, or have performed, any particular work described in the Services if it determines, in its sole discretion, that doing so is beyond the scope of this Agreement or is otherwise unadvisable or impractical.

10. Assignability. The parties agree not to assign any rights or interests arising under this Agreement or make any person a third party beneficiary of this Agreement, without obtaining, on each occasion, the prior consent of the other party, which consent may be withheld for any reason or for no reason, in such party's sole and absolute discretion.

11. Nature of Relationship; Independent Contractor.

(a) The parties acknowledge that MassDevelopment is providing services solely for public purposes as set forth herein and that no agency, partnership, joint venture or other ownership relationship is intended to be or is created by this Agreement, and, except as is expressly set forth herein, MassDevelopment shall act as an independent contractor pursuant to this Agreement.

(b) MassDevelopment's participation in this Agreement in no way obligates any further action or financial assistance by MassDevelopment with respect to the Project or the Recipient.

(c) MassDevelopment understands that it has no authority to make or imply any commitments which are binding upon the Recipient.

(d) The parties understand and agree that the ultimate feasibility or economic viability

of the Project, or any other project arising out of this Agreement is not being guaranteed or assured by MassDevelopment or the Recipient. Notwithstanding the foregoing, the parties acknowledge they have a special relationship with a duty of loyalty and a duty to act in good faith toward each other.

12. Notices. All notices shall be in writing and shall be deemed given when delivered by hand or when deposited in the United States Postal Service via certified or registered first class mail, return receipt requested, or via overnight delivery with confirmation of process and shall be addressed as follows:

To MassDevelopment: Massachusetts Development Finance Agency
99 High Street, 11th Floor
Boston, Massachusetts 02110
Attention: Ed Starzec, Director of Land Planning
and Permitting

With a copy to: Massachusetts Development Finance Agency
99 High Street, 11th Floor
Boston, MA 02110
Attention: General Counsel

To the Recipient: Town of Leicester
3 Washburn Square
Leicester, MA 01524

Either party may change any of its notification information for the purpose of this section by giving the other party prior notice thereof in accordance herewith.

13. Termination.

(a) This Agreement may be terminated:

- (i) At any time, upon the mutual written agreement of MassDevelopment and the Recipient;
- (ii) At the option of MassDevelopment, for any reason or no reason, upon no less than 60-days' written notice to the Recipient; or
- (iii) By either MassDevelopment or the Recipient, upon the other party's failure to perform or observe any of its obligations under this Agreement (a "Default"), after a period of 30 days or the additional time, if any, that is reasonably necessary to promptly and diligently cure such failure, after such defaulting party receives notice from the non-Defaulting party setting forth in reasonable

detail the nature and extent of the failure and identifying the applicable provisions of this Agreement.

(b) Upon notice of a Default under this Agreement, the non-defaulting party shall have no further obligation to the defaulting party under this Agreement until and unless the default is cured.

(c) Upon an event of Default under this Agreement beyond any applicable grace period, this Agreement shall be terminated. In the event of such termination, MassDevelopment shall pay the Consultant Team for any unpaid amounts of their respective invoiced services. Termination of this Agreement for any reason shall not release either party from any accrued liability to the other party. A party's right to terminate this Agreement as provided herein shall be without prejudice to any other rights provided to it by law or in equity.

14. Publicity. Each of the parties agree not to make, issue, or cause to be made, press releases or other publicity concerning this Agreement or the Project, without the prior consent of the other parties.

15. Exculpation. There shall be absolutely no personal liability on the part of MassDevelopment or the Recipient or on the part of any of its/their employees, agents, subcontractors, invitees or guests for monetary damages with respect to terms, covenants, and conditions of this Agreement; this exculpation of personal liability is to be absolute and without exception.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict-of-law rules.

17. Entire Agreement. This Agreement supersedes all earlier letters, conversations, purchase orders, proposals, memoranda and other written and oral communications, and it contains all the terms agreed on by the parties, with respect to the subject matter hereof, and no changes in, additions to, or subtractions from, this Agreement will be binding on the parties unless in writing and signed by MassDevelopment and the Recipient.

18. Limitation of Rights. Nothing contained herein shall be construed to confer upon any person other than the parties hereto any rights, remedies, privileges, benefits, or causes of action to any extent whatsoever.

19. Authority to Enter Agreement. Each signatory to this Agreement represents and warrants to the other that it has full power, and has taken all necessary action, to authorize the execution, delivery, and performance of this Agreement, and this Agreement constitutes the legal, valid, and binding obligation of such party enforceable in accordance with its terms.

20. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected thereby.

21. Counterparts: Electronic Execution. This Agreement may be executed in any number of counterparts and by different parties and separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" signature in a data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. Delivery of an executed counterpart of a signature page to this Agreement by electronic means shall be as effective as delivery of a manually executed counterpart of this Assignment. Any party delivering an executed counterpart of this Agreement by electronic means also shall deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

22. Dispute Resolution. The parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between the Town Administrator for the Town of Leicester and the Executive Vice President-Real Estate for MassDevelopment, who shall use their respective best efforts to resolve such dispute. In the event that the parties cannot resolve a dispute by such informal negotiations, the parties agree to submit the dispute to mediation. Within 45 days following the date on which the dispute was first identified, the parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the parties fail to agree upon a mediator, the parties shall request the American Arbitration Association to appoint a mediator. The mediation shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The parties shall be responsible for equal shares of the costs associated with locating and obtaining the services of a mediator (the "Mediation Costs"). The period for mediation shall commence upon the appointment of the mediator and shall not exceed 30 days, unless such time period is modified by mutual agreement. In the event that (i) the actual Mediation Costs exceed \$5,000 per party, or (ii) the period for mediation exceeds the 30-day period specified above, then either party shall have the option to withdraw from all mediation proceedings without penalty, and the parties may seek redress in whatever forum may be available to them under applicable law. Notwithstanding the foregoing, in the event that the nature of the parties' dispute is such that one or both parties are likely to suffer irreparable harm, such party or parties may seek immediate judicial relief without resorting to the mediation process described above.

[Signatures on following page]

EXECUTED as a sealed instrument as of the Effective Date.

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

Approved as to Form
Agency Counsel

By: _____
Name:
Title:

TOWN OF LEICESTER

By: _____
Name:
Title:

[Signature page of the Town of Leicester, [Commonwealth Site Readiness Program, Technical Assistance to Public Entity] Grant Agreement]

EXHIBIT^[ES2] **A**

SCOPE OF SERVICES

EXHIBIT B

CONTENT OF COMMITMENT LETTER

The Town of Leicester, a Massachusetts municipal corporation, having a mailing address at 3 Washburn Square, Leicester, Massachusetts 01524 (the “Municipality”) wishes to express support to undertake due diligence studies and market analysis for a largely underdeveloped 116-acre site with 2,000 feet of frontage on Huntoon Memorial Highway. It is the opinion of the Municipality that assistance through the Commonwealth Site Readiness Program, administered by the Massachusetts Development Finance Agency (“MassDevelopment”), would prepare the site for market and provide significant public benefits, described below.

If developed, this key site has the potential to support up to 1.5 million square feet of commercial and industrial development, bringing the Municipality much-needed jobs and additional tax base.

In signing this letter of support, the Municipality agrees to comply with the applicable terms of the form grant agreement included in the Request for Proposals issued by MassDevelopment dated September 16, 2020.

The signatory to this letter represents and warrants to MassDevelopment that it has full power, and has taken all necessary action, to authorize the execution, delivery, and performance of this letter, and this letter constitutes the legal, valid, and binding obligation of such party enforceable in accordance with its terms.

TOWN OF LEICESTER

By: _____
Name:
Title:



Town of Leicester, Massachusetts

Annual Town Meeting Warrant

Annual Town Meeting – May 11, 2021 – 7:00PM

“In the Hands of the Voters”

**Meeting location:
MIDDLE SCHOOL GYM
70 Winslow Avenue
Leicester, MA 01524**

Version 5 (Final Version) – Published 04/15/2021

SPECIAL MESSAGE FROM THE MODERATOR COVID-19 PRECAUTIONS

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

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

Town Rules & Procedures Review

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

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

Town Meetings in Leicester are open only to registered voters.

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

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

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

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

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

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

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

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

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

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Leicester qualified to vote in Town Elections and Town Affairs to meet at the Middle School Gymnasium, 70 Winslow Avenue, Leicester, MA on Tuesday, the 11th day of May, 2021 at 7:00 PM, then and there to act on the following articles, namely:

ARTICLE 1 PRIOR YEAR'S BILLS

To see if the Town will vote to approve to transfer or appropriate a sum of money to pay unpaid bills from a prior fiscal year or take any action thereon.

PROPOSED MOTION

I move that the Town vote to authorize and transfer \$14,112.20 from Free Cash for the payment of the following prior year's bills:

<u>Vendor</u>	<u>Date of Invoice</u>	<u>Amount</u>	<u>Reason</u>
Petrini & Associates	01/31/20	\$4,612.20	Billing error
Acorn Recording Solutions	06/09/20	\$9,500.00	Not Processed
Total		\$14,112.20	

ADVISORY COMMITTEE RECOMMENDATION - Favorable Action (4-0-0)

SELECTBOARD RECOMMENDATION - Favorable Action (4-0-0)

DESCRIPTION

This article seeks funding from Free Cash to pay for two prior year bills that went unpaid when the FY 2020 appropriations were closed. The invoice from Petrini & Associates is for January 2020 Town Counsel services. The invoice from Acorn is for a 12 Channel VSLogger for the Police Department.

VOTE REQUIRED FOR PASSAGE Requires a 4/5th's vote pursuant to M.G.L. c. 44, § 64.

ARTICLE 2 FY 2021 DEPARTMENT AND/OR WARRANT ARTICLE TRANSFERS

To see if the Town will vote to raise and appropriate, transfer from available funds in the Treasury, transfer from other budget accounts, adjust budgets, transfer to/from or adjust existing warrant articles such sums of money as may be necessary to defray expenses and fund various and diverse accounts in the Fiscal Year 2021 operating budget of the Town, any other warrant articles or take any action thereon.

PROPOSED MOTION

I move that the Town vote to transfer the following sums, totaling \$240,642 from and to the accounts listed in the table below:

<u>From:</u>	<u>Amount</u>
Employee Benefits (01-914-5110-002)	\$231,142
Select Board Consultant/Professional Services (01-122-5200-004)	\$9,500
Total	\$240,642

To:	
Assessors Salary (01-141-5100-000)	\$16,000
Reserve Fund (01-130-5700-007)	\$34,814
Elections & Registration (01-162-5100-000)	\$10,000
Snow and Ice (01-423-5130-000)	\$152,000
Animal Control Salaries (01-292-5101-000)	\$625
Animal Control Consultant/Professional Services (01-292-5200-004)	\$1,500
Police Professional Services (01-210-5200-004)	\$3,582
Town Hall Building Electric (01-197-5200-002)	\$6,000
Highway Department Wages (01-420-5100-000)	\$6,621
Town Hall Heating Fuel (01-197-5400-003)	\$5,500
Assessor Wages (01-141-5100-000)	\$4,000
Total	\$240,642

ADVISORY COMMITTEE RECOMMENDATION – Recommendation on this article voted to be made at Town Meeting (4-0-0)

SELECTBOARD RECOMMENDATION - Favorable Action (3-1-0)

DESCRIPTION

This article would amend the Fiscal Year 2021 operating budget by transferring funds from two current fiscal year accounts that have forecast surpluses to the following accounts:

- **Assessors Salary (\$16,000)** – Anticipated budget shortfall due to payout of forty (40) days of wages owed to the former Principal Assessor upon his retirement.
- **Reserve Fund (\$34,814)** – Amount requested replenish the fund to a standard balance of \$50,000 in case of unforeseen, unbudgeted expenses during the remainder of the fiscal year.
- **Elections & Registration (\$10,000)** - Anticipated budget shortfall due to costs associated with the presidential primary and election.
- **Snow and Ice (\$152,000)** – Expected shortfall due to winter snow removal costs.
- **Animal Control Salaries (\$625)** – Stipend for the Animal Inspector not included in budget.
- **Animal Control Consultant/Professional Services (\$1,500)** – Additional funds required for the testing and disposal of rabid animals due to an uptick in cases.
- **Police Professional Services (\$3,582)** – \$2,487 needed for repairs made to two former police vehicles that were transferred to the other Town departments, \$600 for fence repairs from a snow removal incident, and \$495 to purchase Adobe Pro for online grant writing and reporting.
- **Town Hall Building Electric (\$6,000)** – Underfunded in FY 2021
- **Highway Department Wages (\$6,621)** – Amount requested to fund a new truck driver/laborer position from mid-May through June to accommodate mowing and other school grounds maintenance through the spring season. This position is proposed to be permanently added to the FY22 budget. This is the 3rd of 3 positions Highway needs to properly maintain fields and grounds for the schools.
- **Town Hall Heating Fuel (\$5,500)** – Filled oil tank at Town Hall at end of season due to rising fuel costs
- **Assessor Wages (\$4,000)** – Funding for part time staff needed to inspect 5,100 properties as required by DLS. This transfer will pay for the position through FY21. Additional funding will be sought at the Fall Town Meeting for FY 2022.

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

ARTICLE 3 FUNDING IMPROVEMENTS AT TOWN PARKS

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

PROPOSED MOTION

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

ADVISORY COMMITTEE RECOMMENDATION - Favorable Action (4-0-0)

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

This article seeks funding for the maintenance of town parks. Funds have been appropriated annually for this purpose since 2018.

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

ARTICLE 4 ELECTED OFFICIALS SALARIES

To see what compensation the Town will vote to pay elected officials or take any action thereon.

PROPOSED MOTION

I move the Town vote to set the rate of compensation to pay elected officials for fiscal year 2022 as detailed in the May 11, 2021 Spring Annual Town Meeting Warrant.

FISCAL YEAR 2022 ELECTED OFFICIALS PAY RATES	
<u>POSITION</u>	<u>PAY RATE</u>
TOWN CLERK	\$68,134
SELECT BOARD – CHAIR	\$882
SELECT BOARD – MEMBERS (4) each	\$724
SCHOOL COMMITTEE – CHAIR	\$447
SCHOOL COMMITTEE – MEMBERS (4) each	\$197
PLANNING BOARD – CHAIR	\$320
PLANNING BOARD – MEMBERS (4) each	\$276
MODERATOR	\$81
BOARD OF HEALTH – CHAIR	\$320
BOARD OF HEALTH – MEMBERS (2) each	\$276
ASSESSOR – MEMBERS (3) each	\$597
TOTAL ELECTED SALARIES	\$77,315

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

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

Compensation for elected officials is set by Town Meeting. The proposed FY 2022 elected officials pay rate is the same as approved by the voters for FY 2021 except for the Town Clerk, whose salary contains a 2% cost of living adjustment (COLA), consistent with the COLA for other union and nonunion employees.

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

ARTICLE 5 FY 2022 OPERATING BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2021 and ending on June 30, 2022, as listed in the May 11, 2021 Spring Annual Town Meeting Warrant or take any action thereon.

PROPOSED MOTION

I move the Town vote to approve the budgets of the several Town departments and Town Accounts as printed in the Spring Annual Town Meeting Warrant for the Fiscal Year beginning July 1, 2021, in the aggregate amount of \$30,616,675, and to fund this amount from the following sources:

Transfer from Ambulance Receipts Reserved Account: \$426,500
Transfer from Free Cash: \$150,000

And the balance of the funds in the remaining sum of \$30,040,175 shall be raised and appropriated by taxation.

DEPT #	DEPARTMENT NAME	FY2020 BUDGET	FY2021 BUDGET	FY2022 TOWN ADMIN	\$ CHANGE	% CHANGE
111	LEGAL					
	TOTAL	209,000	209,000	59,000	-150,000	-71.77%
114	MODERATOR					
	TOTAL	151	151	151	0	0.00%
122	SELECT BOARD					
	TOTAL	275,528	351,112	306,431	-44,681	-12.73%
130	RESERVE FUND					
	TOTAL	50,000	50,000	50,000	0	0.00%
131	ADVISORY BOARD					
	TOTAL	1,325	1,325	1,325	0	0.00%
135	ACCOUNTANT					
	TOTAL	122,611	143,619	146,149	2,530	1.76%
141	ASSESSORS					
	TOTAL	121,745	123,911	127,069	3,158	2.55%
145	TREASURER/COLL ECTOR					
	TOTAL	163,615	166,411	182,870	16,459	9.89%
147	TAX TITLE					
	TOTAL	16,000	0	0	0	0%
152	PERSONNEL BD					
	TOTAL	250	250	275	25	10.00%

Town of Leicester
Annual Town Meeting – May 11, 2021

DEPT #	DEPARTMENT NAME	FY2020 BUDGET	FY2021 BUDGET	FY2022 TOWN ADMIN	\$ CHANGE	% CHANGE
155	IT DEPARTMENT					
	TOTAL	155,560	162,060	175,060	13,000	8.02%
161	TOWN CLERK					
	TOTAL	110,491	112,628	114,675	2,047	1.82%
162	ELECTIONS & REGISTRATIONS					
	TOTAL	35,100	40,500	36,500	-4,000	-9.88%
180	DEVELOPMENT & INSPECT. SVCS					
	TOTAL	241,930	265,332	267,083	1,751	0.66%
192	TOWN OWNED BLDG MAINT					
	TOTAL	68,281	68,281	68,281	0	0.00%
197	TOWN HALL BLDG MAINTENANCE					
	TOTAL	63,909	63,909	66,909	3,000	4.69%
198	TOWN HALL TELEPHONES					
	TOTAL	6,400	6,400	6,400	0	0.00%
199	OTHER - GENERAL GOV					
	TOTAL	54,155	66,451	67,564	1,113	1.67%
210	POLICE DEPT					
	TOTAL	2,034,796	2,033,475	2,271,573	238,098	11.71%
220	FIRE DEPT					
	TOTAL	305,307	329,398	332,934	3,536	1.07%
231	AMBULANCE					
	TOTAL	440,372	446,123	479,736	33,613	7.53%
232	EMERGENCY MANAGEMENT					
	TOTAL	4,813	4,813	4,889	76	1.58%
241	CODE DEPT					
	TOTAL	63,690	62,083	74,007	11,924	19.21%
292	ANIMAL CONTROL					
	TOTAL	33,552	33,934	34,444	510	1.50%
296	INSECT PEST CONTROL					
	TOTAL	7,850	7,850	7,850	0	0.00%
310	LEICESTER PUBLIC SCHOOLS					
	TOTAL	16,985,780	17,174,399	17,582,550	408,151	2.38%
420	HIGHWAY DEPT					
	TOTAL	801,680	957,002	1,019,546	62,545	6.54%
423	SNOW & ICE					
	TOTAL	121,000	121,000	121,000	0	0.00%
424	STREET LIGHTS					
	TOTAL	60,335	58,000	58,000	0	0.00%

DEPT #	DEPARTMENT NAME	FY2020 BUDGET	FY2021 BUDGET	FY2022 TOWN ADMIN	\$ CHANGE	% CHANGE
541	COUNCIL ON AGING					
	TOTAL	108,280	101,546	107,239	5,693	5.61%
543	VETERANS SERVICES					
	TOTAL	92,982	126,613	126,748	135	0.11%
545	VETERANS GRAVES REG					
	TOTAL	2,400	2,400	2,400	0	0.00%
610	PUBLIC LIBRARY					
	TOTAL	216,629	225,435	231,071	5,636	2.50%
630	PARKS & RECREATION					
	TOTAL	6,450	6,450	6,450	0	0.00%
691	HISTORICAL COMM					
	TOTAL	950	950	950	0	0.00%
692	MEMORIAL DAY COMM					
	TOTAL	3,000	3,000	3,000	0	0.00%
710	MATURING DEBT PRINCIPAL					
	TOTAL	1,139,797	1,155,327	1,026,117	-129,210	-11.18%
751	MATURING DEBT INTEREST					
	TOTAL	406,144	369,949	331,047	-38,902	-10.52%
752	TEMPORARY LOAN INTEREST					
	TOTAL	33,255	20,665	20,665	0	0.00%
753	BOND ISSUE					
	TOTAL	0	1,100	1,100	0	0.00%
911	WORC REG RETIREMENT					
	TOTAL	1,314,800	1,456,243	1,556,343	100,100	6.87%
912	WORKER COMPENSATION					
	TOTAL	187,498	166,248	191,185	24,937	15.00%
913	UNEMPLOYMENT COMP					
	TOTAL	141,650	141,650	141,650	0	0.00%
914	EMPLOYEE BENEFITS					
	TOTAL	3,288,284	3,045,765	2,959,175	(86,590)	-2.84%
945	BONDING & INSURANCE					
	TOTAL	160,682	216,750	249,263	32,513	15.00%
Grand Total – All Budgets		29,658,028	30,099,508	30,616,675	517,167	1.72%

ADVISORY COMMITTEE RECOMMENDATION - Favorable Action (4-0-0)

SELECTBOARD RECOMMENDATION - Favorable Action (3-1-0)

DESCRIPTION

This is the FY 2022 operating budget for municipal and school services. Property tax proposed to be levied is within the allowances of Proposition 2 ½. We are utilizing the Governor’s proposed revenue estimates for local aid. This financial plan meets at least the minimum needs of every department and continues to move the Town forward in a sustainable direction. The FY 2022 budget is \$517,167 greater than the FY 2021 budget.

Please note the budget allocations below:

Department	FY 21 Budget	FY 22 Budget	\$ Change	% Change
Municipal Budget Increase	\$6,351,412	\$6,557,580	\$206,168	3.25%
School Budget Increase	\$17,174,399	\$17,582,550	\$408,151	2.38%
Intergovernmental Budget	\$6,573,697	6,476,545	(\$97,152)	-1.48%
Totals	\$30,099,508	\$30,616,675	\$517,167	1.72%

The budget increases show a higher percentage of funds being allocated to the municipal budget than the school budget. However, when the \$55,000 transfer from the vocation tuition article to the municipal budget to fund the third Highway position to perform winter maintenance and school athletic field mowing is removed, the percentage increase between the municipal and school budgets is identical at 2.38%.

Municipal Budget Increase	\$206,168	3.25%
Less: Highway Transfer	(\$55,000)	
Municipal Net Budget Increase	\$151,168	2.38%
School Net Budget Increase	\$408,151	2.38%

The FY 2022 budget also proposes using \$150,000 in Free Cash as operating capital to reopen the police station lobby to the public effective July 1st. These funds are requested to hire the staff needed to keep the lobby open around the clock.

The station has not been open to the public since the regional dispatch agreement was signed with Worcester. The agreement freed up funds to hire additional officers with the savings realized by removing the cost of dispatch from the police budget. However, removal of those personnel essentially closed the building to the public.

Funding this article would allow the Town to hire staff to manage the building, serve walk-ins, take general business calls, and watch prisoners. Currently, individuals in police custody must be moved to another town for holding and the Town is billed for this service.

This would be a pilot program for FY 2022. If successful, the Town would work to set aside funds annually to reduce the amount of free cash being used for this purpose.

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

ARTICLE 6 VOCATIONAL TUITION

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to fund the Vocational Tuition expenses for Leicester students for the fiscal year beginning July 1, 2021 or take any action thereon.

PROPOSED MOTION

I move the Town vote to raise and appropriate \$1,023,000 for Vocational Tuition expenses for the Fiscal Year beginning July 1, 2021.

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

SELECTBOARD RECOMMENDATION - Favorable Action (4-0-0)

DESCRIPTION

Chapter 74 of the Mass General Laws governs vocational technical education programs in public school districts. This article was moved out of the line item budget and into a separate warrant article starting in FY 2016. Tracking these costs independently allows for more accurate accounting of the costs associated with Leicester students attending other schools for vocational education. The amount requested is being lowered this year, as the full FY 2021 allocation is not being spent. That article will remain in case costs increase in FY 2022.

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

ARTICLE 7 CENTRAL MASS REGIONAL PLANNING COMMISSION ANNUAL ASSESSMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the FY 2022 assessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate, or take any other action thereon.

PROPOSED MOTION

I move the Town vote to raise and appropriate the sum of \$3,301 to fund the FY 2022 assessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate of \$0.30087.

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

SELECTBOARD RECOMMENDATION - Favorable Action (4-0-0)

DESCRIPTION

In accordance with Chapter 40B, Section 7 of the Mass General Laws, the Central Mass Regional Planning Commission requires member municipalities to pay the costs and expenses of the Central Massachusetts Regional Planning District each fiscal year. Leicester is a part of this District. The assessment is based on the population of the Town as it appears in the most recent national census (2010). The payment of this assessment will maintain the Town's services provided by the District.

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

ARTICLE 8 FY 2022 CABLE PEG ACCESS ENTERPRISE ACCOUNT APPROPRIATION

To see if the Town will vote to appropriate a sum of moneys to fund the FY 2022 expenses of the Cable Access Enterprise Fund, as established by the vote under Article 5 of the May 1, 2018 Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said appropriation to be funded by fees received pursuant to the Town's cable licensing agreement, or act on anything relating thereon.

PROPOSED MOTION

I move that the Town vote to appropriate up to \$125,000 to fund the FY 2022 expenses of the Cable Access Enterprise Fund, as established by the vote under Article 5 of the May 1, 2018 Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said appropriation to be funded by funds available in the Cable PEG Access Enterprise Fund pursuant to the Town's cable licensing agreement.

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

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

The Department of Revenue requires the Town to budget for the funds received through Charter for Cable PEG Access operations. While these funds are exclusively for Cable Access operations, it must be approved by the voters annually at Town Meeting. Any retained earnings from the FY 2021 appropriation will be moved to the FY 2022 Cable Enterprise budget at the Fall Town Meeting.

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

ARTICLE 9 OTHER POST-EMPLOYMENT BENEFITS TRUST

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to deposit into the Other Post-Employment Benefit (OPEB) Trust or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$70,000 from Free Cash to deposit into the Other Post Employment Benefit (OPEB) Trust Fund.

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

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

Other Post-Employment Benefits are benefits that an employer pays to an employee once they retire. Like most public-sector employers, the Town of Leicester provides matching funds towards the health insurance premiums of eligible retirees. In recent years, financial oversight entities including bond rating agencies and the Governmental Account Standards Board have required municipalities to perform an actuarial analysis to project the future cost of the benefits that are being offered. Further they have encouraged municipalities to begin setting funding aside to ensure they are able to make these payments in the future.

The most recent actuarial analysis performed for the Town estimates that the Town's current OPEB liability is \$33.9 million. By starting to fund this projected obligation now, the Town will

be reducing its projected funding requirement. The funds that are being set aside in the trust will only be able to be used to pay for retiree health insurance contributions. These funds will be reflected on the Town's financial balance sheet as an asset that will help offset the liability. The current balance in this fund is \$174,341.02.

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

ARTICLE 10 STORMWATER MANAGEMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund stormwater management operations throughout the Town, said funds to be expended by the Highway Department, or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$20,000 from the Free Cash for stormwater management throughout the Town, said funds to be expended by the Highway Department.

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

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

This article funds stormwater management operations including outreach & education, professional services and MS-4 permit reporting requirements.

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

ARTICLE 11 GROUNDWATER STUDIES AT LANDFILL

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

PROPOSED MOTION

I move the Town vote to transfer \$21,400 from Free Cash to fund groundwater and other studies at the former landfill site, said funds to be expended by the Highway Department.

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

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

The Town is obligated to comply with the Massachusetts Department of Environmental Protection's annual monitoring and testing requirements for the closed landfill. These tasks require routine sampling of groundwater from a series of wells, any required follow up or additional testing based upon the findings and routine readings of landfill gases being produced. The requested funds will fund these required activities in Fiscal Year 2022.

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

ARTICLE 12 POLICE CRUISER

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

PROPOSED MOTION

I move the Town vote to transfer \$57,672 from Free Cash to purchase and equip one new police cruiser.

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

SELECTBOARD RECOMMENDATION– Favorable Action (4-0-0)

DESCRIPTION

The Police Department utilizes a fleet of ten (10) vehicles to meet the law enforcement needs of the residents of Leicester. This fleet of vehicles includes five (5) frontline marked police cruisers that are used on a daily basis. Funding is being requested to replace the oldest marked frontline cruiser which will have over 100,000 miles when replaced. The Town has been following a fleet replacement schedule that includes the replacement of one to two cruisers annually to ensure the full use and reliability of the fleet.

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

ARTICLE 13 FY 2022 CAPITAL IMPROVEMENT PLAN

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the Capital Improvement Plan budget beginning July 1, 2021 and authorize the Select Board to enter into lease purchase agreement(s) for a term of years and to transfer from available funds a sum of money to pay for the initial installments of the lease/purchase agreement(s), or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$511,733 from Free Cash to fund the Fiscal Year 2022 Capital Improvement Plan budget to fund the projects/items recommended by the Capital Committee, as listed:

DEPARTMENT	ITEM	AMOUNT
Town-wide	Fuel island repairs including spill tubs and vent tubs	\$55,000
Fire Department	Replace engine #1	\$300,000
Town-wide	Town-wide communications upgrades	\$54,243
Fire Department	Replace Fire Station #3 roof	\$45,000
Highway	Replace Truck #2	\$47,000
Police	Replace PD Copy Machine	\$10,490
	Total FY 2022 Capital Plan	\$511,733

CAPITAL PLANNING COMMITTEE RECOMMENDATION – Favorable Action (7-0-0)

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

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

The FY 2022 capital plan has 6 recommended projects/items. These new items are being financed in single appropriations to avoid committing free cash in future years. See detail below:

- **Fuel island repairs including spill tubs and vent tubs (\$55,000)** – DEP mandated replacement of obsolete equipment on the fuel island at the Highway Department.
- **Replace engine #1 (\$300,000)** – Replace of Engine 1 with a used pumper to be stationed at the Fire & EMS Headquarters. The current apparatus is 35 years old and is becoming unreliable due to its age and the wear and tear it has endured over its years of service.
- **Town-wide communications upgrades (\$54,243)** – Installation of 3 repeaters, one Simplex for Highway, one Simplex for Fire’s back-up repeater, and a high capacity repeater on the Hillcrest water tower for the Fire Department.
- **Replace Fire Station #3 Roof (\$45,000)** – The roof at Station #3 in Rochdale was replaced in 1989. In 2018, leaks developed in some areas. Repairs were made to stop the leaks and extend the life of the current roofing. The rubber membrane and the water-soaked insulation will need to be removed and replaced. Priced is based on a 2021 estimate of 2,950 sq. ft. at \$22.00 per foot, plus escalation.
- **Replace Highway Truck #2 (\$47,000)** - Replace a 2004 F350 Fleetside one-ton pickup. Replacement vehicle would be the same type and size with a full commercial HD plow system. This vehicle is used to plow private roads each winter.
- **Replace PD Copy Machine (\$10,490)** – The current machine is over eight years old and breaks down frequently. The quality of the copies that it produces is poor. A new machine would increase productivity while eliminating downtime and costly repairs.

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

ARTICLE 14 PURCHASE OF SOFTWARE

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to enter into contracts for the purchase of software for GIS and building/vehicle maintenance or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$40,000 from Free Cash to purchase upgraded GIS and building/vehicle equipment maintenance software.

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

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

This article seeks funding to move from a paper-based filing method for tracking building and vehicle maintenance to an automated asset management software system. This would help track individual vehicle and building project costs, schedule preventative maintenance, and build

an archive to help better forecast vehicle replacement schedules. This article will fund the initial setup fee and the first two years of the annual software subscription for \$31,000.

We would also like to upgrade our GIS software, which has a lower annual subscription cost after start-up costs are paid. This article will fund the initial setup fee and the first two years of the annual software subscription at a cost of \$9,000.

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

ARTICLE 15 AUTHORIZATION OF THE SCHOOL SUPERINTENDENT TO ENTER INTO AN AGREEMENT FOR FEDERAL TITLE IV-E REIMBURSEMENT

To see if the Town will authorize the Superintendent of the Leicester Public Schools, with the approval of the Select Board, to enter into Memorandum(s) of Understanding (“MOU”) with the Department of Children & Families, the Executive Office of Health and Human Services and the Department of Elementary and Secondary Education in order to obtain Federal Title IV-E reimbursement(s) as a result of the foster care transportation being performed without appropriation of said reimbursement(s), pursuant to Massachusetts General Law Chapter 44, Section 70; or act on anything relative thereon.

PROPOSED MOTION

I move that the motion be approved as written.

ADVISORY COMMITTEE RECOMMENDATION - Favorable Action (4-0-0)

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

Through the Every Students Succeeds Act, School Districts are now eligible for Foster Care transportation reimbursement through the Federal Government. Town Meeting must vote to authorize the School Department to enter into this MOU for the purposes of Title IV-E reimbursement, with the approval of the Select Board, pursuant to MGL Chapter 44, Section 70.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. c. 5, §108.

ARTICLE 16 TOWN-OWNED DAMS

To see if the Town will vote to raise and appropriate and/or transfer from available funds to this article a sum of money for the purpose of inspections, reporting, and/or grant application funding for Town-owned dams or take any action thereon.

PROPOSED MOTION

I move that the Town will vote to transfer \$19,000 from Free Cash for the purpose of inspections, reporting, and/or grant application funding for Town-owned dams.

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

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

Since the replacement of the Waite Pond Dam is nearing completion, the Town is applying for another grant through the State Dam & Seawall program for repairs to the other town owned

dam at Greenville Pond. This request would fund the cost to prepare the technical specifications for the grant, fund the Town's match (if awarded) and pay for the annual reporting and inspection costs for the dams.

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

ARTICLE 17 PROJECT DESIGN OF HILLCREST PROPERTY

To see if the Town will vote to raise and appropriate, and/or transfer from available funds a sum of monies to design plans for replacement buildings at the Hillcrest Country Club property or take any action thereon.

PROPOSED MOTION

I move that the Town vote to appropriate \$105,000 from the FY2021 Employee Benefits budget (01-914-5110-002) to establish an article to pay for the costs of design for replacement buildings at the Hillcrest Country Club property.

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

SELECTBOARD RECOMMENDATION – Favorable (4-0-0)

DESCRIPTION

The clubhouse and banquet facility at the town-owned Hillcrest property is in poor condition and does not meet ADA accessibility requirements. This article seeks funding for architectural plans to install a new steel building with restaurant, kitchen, ice cream window and banquet facilities. This new building would be sited at the southern end of the parking lot. There would also be a smaller steel outbuilding for equipment storage. This building, estimated to cost \$1-\$1.5 million, would replace the existing facility, which would take an estimated \$2.5 million dollars to rehabilitate.

The steel building is cost effective option that would allow the property to be a more attractive lease opportunity, either as part of the golf course operation, or as a separate entity. The forecast price of construction would be included as part of the design plans. The construction cost would be discussed at a future Town meeting.

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

ARTICLE 18 TRANSFER FUNDS INTO STABILIZATION

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to the Town Stabilization Fund, or take any action thereon.

PROPOSED MOTION

I move that the Town appropriate and transfer \$100,000 from Free Cash to the Town Stabilization Fund.

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

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

The Town has a financial policy that calls for 25% of annual free cash to be placed into the Stabilization Fund until the fund achieves a balance of 5% of total revenues. The Town has been unable to meet the policy for the past three years, but this is an effort to restart stabilization fund deposits. The balance in the stabilization fund is \$1,135,209.34

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

ARTICLE 19 ESTABLISH REVOLVING FUND ANNUAL SPENDING LIMITS

To see if the Town will vote to set annual spending limits for revolving accounts as detailed in the hands of the voters and as defined by Massachusetts General Laws, Chapter 44, § 53E½ for Fiscal Year 2022, or take any action thereon.

PROPOSED MOTION

I move the Town vote to set annual spending limits for revolving accounts as detailed in the warrant and as defined by Mass General Laws, Chapter 44, § 53E½, for Fiscal Year 2022.

<u>Revolving Fund</u>	<u>Spending Limit:</u>
<i>Inspectional Services</i>	<i>\$50,000</i>
<i>Health Clinics</i>	<i>\$5,000</i>
<i>Senior Center Programs</i>	<i>\$10,000</i>
<i>Fuel Usage</i>	<i>\$35,000</i>
<i>Town Hall</i>	<i>\$15,000</i>
<i>Recycling</i>	<i>\$30,000</i>
<i>Police Training</i>	<i>\$5,000</i>
<i>Recreation</i>	<i>\$20,000</i>
<i>One-to-one Technology</i>	<i>\$50,000</i>
<i>DIS Fees</i>	<i>\$5,000</i>
<i>Library Copier</i>	<i>\$5,000</i>
<i>Tree Lighting</i>	<i>\$20,000</i>
<i>300th Anniversary</i>	<i>\$100,000</i>
<i>Agricultural Land Acquisition</i>	<i>\$100,000</i>

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

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

Under MGL Chapter 44, Section 53E½ as amended through the Municipal Modernization Act of 2016, Town Meeting is required to vote on the amount that may be spent from each revolving fund established through the Town's General Bylaws during the upcoming fiscal year prior to July 1st.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. c. 44 § 53E½

ARTICLE 20 ACCEPTANCE OF PROPERTY FROM HILLCREST WATER DISTRICT 13 LEHIGH ROAD, MAP 39, BLOCK A9.

To see if the Town will vote to authorize the Select Board to acquire, by purchase, gift, eminent domain or otherwise, in fee simple, any interest in a portion of property located off Lehigh Road in Leicester, identified as 13 Lehigh Road, further identified by Town Assessors Map 39, Lot A9 the parcel of land located at 13 Lehigh Road, Leicester, Massachusetts or take any action thereon.

PROPOSED MOTION

Move that the article be voted as written.

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

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

This property is part of a land swap between the Town and the Hillcrest Water District for the placement of a new water tower. Town Meeting previously approved transferring a portion of the Memorial School property to the District. This article requests property be transferred from the District to the Town to complete the swap.

This article failed at the June 2, 2020 meeting, as it was tied to the potential disposition of the Memorial School Property. This article is only for acquisition of the Hillcrest Water District parcel. Another vote by Town Meeting would be required to seek permission to dispose of this or any other town property not previously approved.

VOTE REQUIRED FOR PASSAGE Requires a two-thirds vote per M.G.L. c. 40, § 14.

ARTICLE 21 EXPANSION OF PURPOSE TO ARTICLE 7 OF THE NOVEMBER 13, 2006 SPECIAL TOWN MEETING TITLED BURNCOAT PARK ENVIRONMENTAL SERVICES

To see if the Town will vote to expand the purpose of the Burncoat Park Environmental Services account, voted at the November 13, 2006 Special Town Meeting to the to the Burncoat Park Planning and Infrastructure fund; or take any action relative thereto.

PROPOSED MOTION

Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION - Favorable Action (4-0-0)

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

This article seeks to broaden the purpose for which these funds may be used at Burncoat Park. This action was requested and supported by the Burncoat Park Sports Planning Committee to fund planning and infrastructure improvements at the park. The fund balance is \$13,011.

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

**ARTICLE 22 ADDITION TO CHAPTER 9 OF THE GENERAL BYLAWS VIA SECTION 34;
PROHIBITION OF ENGINE BRAKING ON PUBLIC WAYS.**

To see if the Town will vote to approve an addition to the Town's General Bylaws, by inserting Section 34 to Chapter 9 (Safety and Order) to read:

SECTION 34

Except in the case of an emergency and where required by M.G.L. c.90, §7 or any other applicable law, it is unlawful for the driver of any vehicle on a public way to use or operate, or cause to be used or operated, within the geographic boundaries of the Town of Leicester, any compression brake, engine brake, dynamic brake or mechanical exhaust device designed to assist in the deceleration or braking of any motor vehicle. Violations shall be punishable by a fine of one hundred dollars (\$100.00) for the first offense and three hundred dollars (\$300.00) for the second and subsequent offenses. The owner of the vehicle may be cited in lieu of the operator.

Or take any action relative thereto.

PROPOSED MOTION

I move that the Town will vote to approve an addition to the Town's General Bylaws, by inserting Section 34 to Chapter 9 (Safety and Order) to read:

SECTION 34

It is unlawful for the driver of any vehicle to use or operate, or cause to be used or operated, any compression brake, engine brake, dynamic brake or mechanical exhaust device designed to assist in the deceleration or braking of any motor vehicle, on a public way where such use is posted as prohibited, except in an emergency.

Violations shall be punishable by a fine of one hundred dollars (\$100.00) for the first offense and three hundred dollars (\$300.00) for the second and subsequent offenses. The owner of the vehicle may be cited in lieu of the operator.

ADVISORY COMMITTEE RECOMMENDATION - Favorable Action (4-0-0)

SELECTBOARD RECOMMENDATION – No recommendation; motion for Favorable Action (2-2-0) Motion failed

DESCRIPTION

The purpose of this bylaw is to establish an ordinance that will help to minimize engine noise from trucks travelling through the Town.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE 23 ADOPTION OF MASSACHUSETTS GENERAL LAWS CHAPTER 48, SECTION 42A GOVERNING THE POSITION OF FIRE CHIEF

To see if the Town will adopt the provisions of MGL Ch. 48, Section 42A governing the powers, duties, and responsibilities of the Fire Chief, or take any other action relative thereto.

PROPOSED MOTION

Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION - Favorable Action (4-0-0)

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

Upon the retirement of the Town's longtime Fire Chief, the Select Board appointed a committee to make recommendations on the department's future management structure. The Fire Department is currently governed by a Board of Fire Engineers, which is an antiquated system no longer used by most cities and towns. If approved, this article would dissolve the Board of Fire Engineers and modernize the department's governance structure by placing it under the jurisdiction of the select board and town administration like all other Town departments.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE 24 ADOPTION OF AN ARCHITECTURAL DISTRICT BYLAW

To see if the Town will vote to approve an addition to the Town's General Bylaws, as listed in this Article. A map of the proposed district is included within the article:

ARCHITECTURAL CONSERVATION DISTRICT BYLAW

The Town of Leicester hereby establishes an Architectural Conservation District, to be administered by an Architectural Conservation District Commission.

1. PURPOSE

This by-law is enacted for the purpose of preserving and protecting groups of buildings and their settings that are architecturally and historically distinctive which constitute or reflect distinctive features of the architectural, cultural, economic, political, or social history of the town and to limit the detrimental effect of alterations, additions, demolitions, and new construction on the character of the town. Through this bylaw, alterations, additions, demolition, and new construction may be reviewed for compatibility with the existing buildings, setting and neighborhood character. This bylaw seeks to encourage the protection of the built environment through regulatory review. This bylaw promotes the public welfare by making the town a more attractive and desirable place in which to live and work.

2. DEFINITIONS

As used in this Bylaw the following terms shall have the following meaning:

ADDITION: A change to a building that includes additional stories, height, or floor area.

ALTERATION, TO ALTER: A change to a building or part thereof such as removal, construction, reconstruction, restoration, replication, rehabilitation, demolition and other similar activities. A change to a building that includes additions and other similar activities. A change to a site that includes constructing, placing, erecting, installing, enlarging, and moving a building, or other similar activities.

APPLICATION: The complete document(s) and supporting material(s) to be submitted by an applicant desiring to obtain a Certificate to Alter. A complete application shall include information reasonably deemed necessary by the commission to enable it to make a determination.

BUILDING: A combination of materials forming a shelter for persons, animals, or property.

CERTIFICATE TO ALTER: document granted by the Architectural Conservation District Commission in order to obtain a building (or demolition) permit.

COMMISSION: The Architectural Conservation District Commission

COMPATIBLE: A project that meets the design guidelines of the architectural conservation district commission.

DESIGN GUIDELINES: The document used by the Architectural Conservation District Commission to determine whether a proposed project is compatible. The design guidelines are appended to this bylaw.

DISTRICT: The Architectural Conservation District as established in this bylaw.

PERSON AGGRIEVED: An applicant, an abutter, or an owner of property within the district.

SUBSTITUTE SIDING: Exterior building cladding such as vinyl, aluminum, or cement board.

TEMPORARY BUILDING: A building, necessary for a specific event, incident, or project, erected for a period of no more than 6 months, unless otherwise agreed to by the commission.

3. DISTRICT

The Architectural Conservation District shall encompass the area shown on the Leicester Architectural Conservation District maps.

4. ARCHITECTURAL CONSERVATION DISTRICT COMMISSION

The Architectural Conservation District shall be overseen by a Commission consisting of five members, to be appointed by the Board of Selectmen, two members initially to be appointed for one year, two for two years, and one for three years, and each successive appointment to be made for three years.

The Board of Selectmen may appoint up to five alternate members to the Architectural Conservation District. Said alternate members shall initially be appointed for terms of one, two and three years, and for three-year terms thereafter. In the case of absence, inability to act, or recusal from action due to a conflict of interest, his or her place shall be taken by an alternate member designated by the Chairperson, if available, otherwise by the Vice-Chairperson if available, otherwise by a majority vote of the members and alternate members of the Commission present.

The Commission shall include the following:

- a. two members of the local historical commission.
- b. two residents of the district, or if not possible residents of Leicester; and
- c. a realtor, architect, or building contractor familiar with historic rehabilitation

Members and alternates of an architectural conservation district shall by reason of experience or education have demonstrable knowledge and concern for improvement, conservation, and enhancement of the district.

Each member and alternate member shall continue to serve in office after the expiration date of his or her term until a successor is duly appointed.

Meetings of the Commission shall be held at the call of the Chairperson, at the request of two members and in such other manner as the Commission shall determine in its Rules and

Regulations. Three members of the Commission shall constitute a quorum.

5. ARCHITECTURAL CONSERVATION DISTRICT COMMISSION POWERS AND DUTIES

The Commission shall exercise its powers in administering and regulating the alteration of buildings within the architectural conservation district as set forth under the procedures and criteria established in this bylaw.

Adoption of Rules & Regulations

The Commission, after a public hearing duly posted and advertised at least 14 days in advance in a conspicuous place in Town Hall, may adopt and from time to time amend, reasonable Rules and Regulations not inconsistent with the provisions of this bylaw or setting forth such forms and procedures as it deems desirable and necessary for the regulation of its affairs and the conduct of its business, including requirements for the contents and form of applications for certificates, fees hearing procedures and other matters. The Commission shall file a copy of any such Rules and Regulations with the office of the Town Clerk.

Adoption of Design Guidelines

The Commission, after a public hearing duly posted and advertised at least 14 days in advance in a conspicuous place in Town Hall may from time to time amend the design guidelines which set forth the designs for certain alterations which are, in general, suitable for the issuance of a Certificate to Alter. No such design guidelines shall limit the right of an applicant for a Certificate to Alter to present other designs to the Commission for approval.

Commission Organization

The Commission shall annually hold an organizational meeting and elect a Chairperson, a Vice Chairperson and Secretary, and file notice of such election with the office of the Town Clerk. The Commission shall keep a permanent record of its regulations, transactions, decisions and determinations and of the vote of each member participating therein. The Commission shall undertake educational efforts to explain to the public and property owners the merits and functions of an Architectural Conservation District.

6. ALTERATION PROHIBITED WITHOUT A CERTIFICATE

Except as this Bylaw provides, no building or part thereof within an Architectural Conservation District shall be altered unless the commission shall first have issued a Certificate to Alter.

7. ALTERATIONS EXCLUDED FROM COMMISSION REVIEW

It shall be the responsibility of the Commission, or its delegate thereof to determine whether an alteration is exempt from review. The Commission or its delegate thereof shall have seven days to make this determination. The following projects are excluded from Commission review:

- a. Projects not requiring a building (or demolition) permit.
- b. Structures when not defined as buildings or parts of buildings
- c. Temporary buildings subject to time limits and size limits by the Architectural Conservation District Commission.
- d. Interior Alterations
- e. Storm windows and doors, screen windows and doors.
- f. Removal, replacement or installation of gutters and downspouts.

- g. Removal, replacement or installation of window and door shutters.
- h. Accessory buildings of less than 100 square feet of floor area.
- i. Removal of substitute siding.
- j. Alterations not visible from a public way.
- k. Ordinary maintenance and repair of architectural features that match the existing conditions including materials, design, and dimensions.
- l. Reconstruction, substantially similar in exterior design, of a building, damaged or destroyed by fire, storm, or other disaster, provided such reconstruction is begun within one year thereafter and carried forward with due diligence.
- m. Accessibility Improvements including ramps, rails, walkways, and mechanical equipment associated with exterior architectural barriers subject to the extent possible under MGL 40A and other applicable state or federal laws.
- n. Substitute siding
- o. Removal of architectural trim
- p. Replacement of Windows and Doors

8. PROCEDURES FOR THE REVIEW OF MAJOR ALTERATIONS

The following major alterations require the submittal of an application for a regulatory review by the Commission. The decision of the Commission shall be binding on the applicant.

- a. Demolition of a building or part of a building.
- b. New construction including buildings and additions.

Within forty-five days of the submittal of an application for a major alteration, the Commission shall hold a public hearing on the application. At least seven days before said public hearing, public notice shall be given by posting in a conspicuous place in Town Hall. Such notice shall identify the time, place, and purpose of the public hearing. At least seven days before said public hearing, a copy of said public notice shall be mailed to the applicant, to the owners of all adjoining properties and of other properties deemed by the Commission to be materially affected thereby all as they appear on the most recent applicable tax list.

Following the public hearing, the Commission shall determine whether the proposed alteration is compatible with the design guidelines and the purpose of this bylaw. If the Commission determines that the alteration is compatible, the Commission shall issue a Certificate to Alter. The concurring vote of a majority of the members shall be required to issue a Certificate to Alter. If the Commission cannot determine that the alteration is compatible, the Commission shall decline to issue the Certificate to Alter. The Commission shall provide the applicant with the reasoning for their disapproval including how the alteration does not meet the design guidelines or the purpose of this bylaw.

9. PROCEDURES FOR ISSUANCE AND FILING OF CERTIFICATES

Each Certificate issued by the Commission shall be dated and signed by its chairperson or such other person designated by the Commission to sign such Certificates on its behalf. The Commission shall send a copy of its Certificates and disapprovals to the applicant and shall file a copy of its Certificates and disapprovals with the office of the Town Clerk and the Code Enforcement Officer (Building Inspector). The date of issuance of a Certificate or disapproval shall be the date of the filing of a copy of such Certificate or disapproval with the office of the Town Clerk. If the Commission should fail to make a determination within sixty days of the filing of the application for a Certificate, or within such further time as the applicant may allow in writing, the Commission shall thereupon issue a Certificate to Alter due to failure to act.

10. ENFORCEMENT AND PENALTIES

The Architectural Conservation District Commission is specifically authorized to institute any and all actions, proceedings in law and in equity, as they deem necessary and appropriate to obtain compliance with the requirements of this bylaw or to prevent a threatened violation thereof. The Commission shall

designate the Code Enforcement Officer to act on its behalf and to enforce this Bylaw under the direction of the Commission. Any owner of a building subject to this bylaw that altered a building without first obtaining a Certificate to Alter in accordance with the provisions of this bylaw shall be subject to a fine of not more than Three Hundred Dollars. Each day the violation exists shall constitute a separate offense until the alteration is corrected, the addition is removed, or a faithful restoration of the demolished building is completed or unless otherwise agreed to by the Commission. If a violation of this bylaw remains outstanding, no building or demolition permit on the premises shall be issued until the violation is corrected or unless otherwise agreed to by the Commission.

11. APPEAL PROCEDURE

Any applicant or person aggrieved by a determination of an architectural conservation district commission may appeal as provided for in the Massachusetts General Laws.

12. VALIDITY AND SEPARABILITY

The provisions of this Bylaw shall be deemed to be separable. If any of its provisions, sections, subsections, sentences, or clauses shall be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Bylaw shall continue to be in full force and effect. Or take any action relative thereto.

PROPOSED MOTION

Move that the article be voted as written.

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

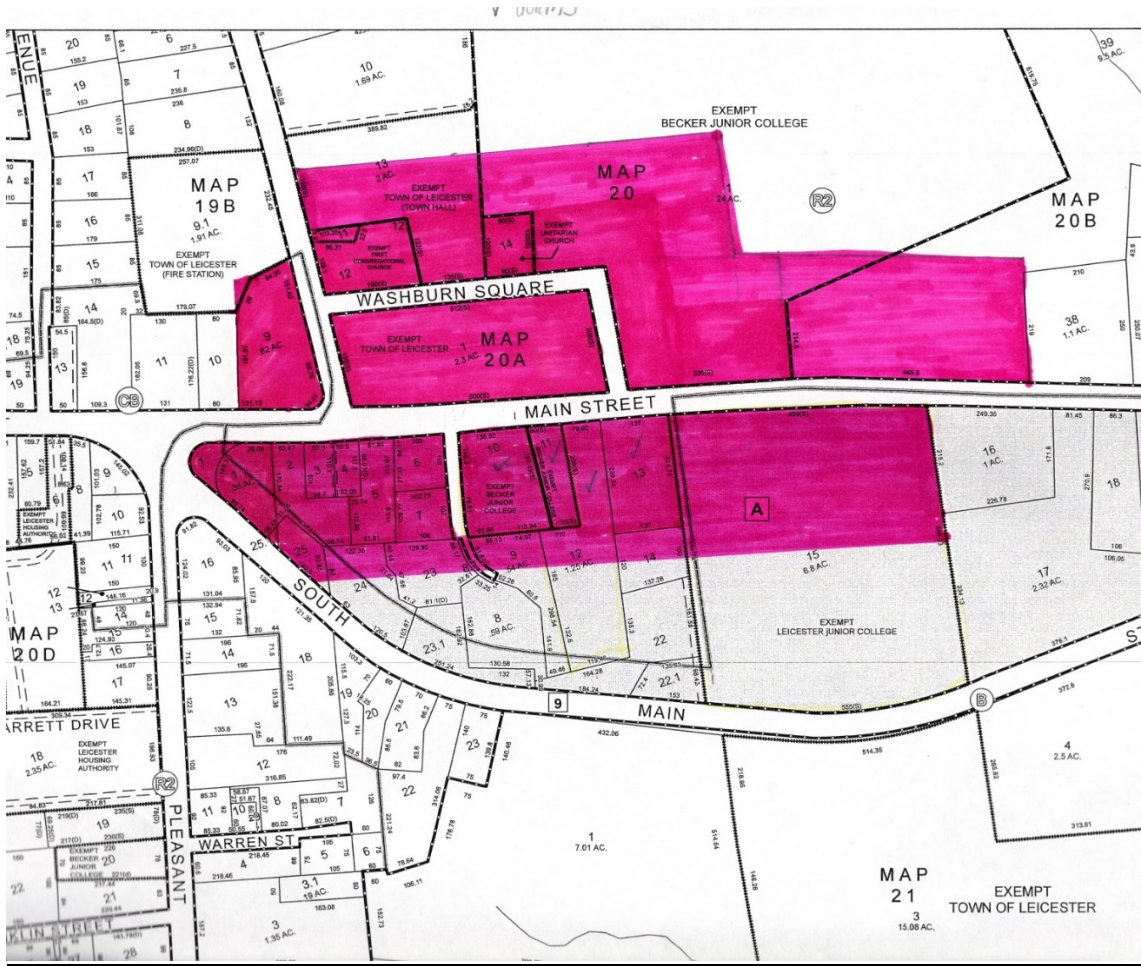
SELECTBOARD RECOMMENDATION - Favorable Action (4-0-0)

DESCRIPTION

This article seeks to establish an Architectural Conservation District around the town common, and place reasonable restrictions to maintain the historic nature and appearance of the District. Map of the proposed district is below.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.





ARTICLE 25 AMENDMENT OF SECTIONS 5.6 AND 3.2.07 OF THE ZONING BYLAWS, REGARDING THE GREENVILLE VILLAGE NEIGHBORHOOD BUSINESS DISTRICT AND SIGNS
To see if the Town will vote to Amend Sections 5.6 and 3.2.07 of the zoning bylaws, as listed below:

A. Amend Section 5.6 of the Zoning Bylaw (Greenville Village Neighborhood Business District), as shown below:

5.6 Greenville Village Neighborhood Business District (NB)

5.6.01 Purpose and Intent

To enable the development and redevelopment of Leicester's Greenville area in keeping with the historic development pattern including the size and spacing of structures by allowing, in addition to residential uses, convenient small-scale retail, service and other small-scale commercial uses compatible with nearby residential areas, which minimize traffic, parking visibility, late hour operations, destruction of historic buildings or architectural features, or other characteristics not compatible with the existing character of the surrounding residential neighborhood, and further providing that no such use shall be permitted which would be detrimental or offensive by reason of odor, noise, excessive vibration or danger of explosion or fire.

5.6.02 Permitted Uses

No building or structure shall be used and no change shall be made in the use of land or premises, except for one or more of the following purposes:

5.6.02.1 All uses that are permitted in the Residential 1 District (R1), under Section 3.2, Schedule of Use Regulation, except that the Planning Board shall be the Special Permit Granting Authority for all uses listed as requiring a special permit, and unless otherwise regulated in this Section 5.6.

5.6.02.2 All non-residential projects, of any size, shall require site plan review (See Section 5.2) in the Neighborhood Business (NB) district, except for reuse of existing structures (with no parking lot expansion) for uses not requiring a special permit. The following uses are allowed ~~with site plan review~~ by the Planning Board, provided that no individual establishment shall exceed 3,000 square feet in gross floor area, except as regulated under Section 5.6.03.4 below.

- A. Retail services, including but not limited to a drug or package store; grocery, variety, clothing or shoe store; hardware or household appliance sales and services; music store; computer store; book, card, or stationery store; news dealer.
- B. Professional or administrative offices.
- C. Office or clinic for medical or dental examination or treatment of persons as outpatients, including laboratories incidental thereto.
- D. Financial institution, such as bank or credit union.
- E. Personal services, including but not limited to a barber or beautician; pickup or self-service laundry or dry cleaning; garment or shoe makers and repairers; florist; printing, publishing or photocopying; or photographer's studio
- F. Artisans, Jewelry Makers, Handicrafts, Artists Studios
- G. Mortuary, undertaker, or funeral establishment.
- H. Shop of a plumber, carpenter, electrician, upholsterer or similar workshop or repair establishment conducted entirely within an enclosed structure.
- I. Restaurant, lunchroom, or other eating establishment primarily for on-premises consumption, not to include fast food establishment.
- J. Delicatessen, traditional bakery, confectionery, caterer, and other similar establishments, which incidentally sell retail food and beverages in disposable containers for off-site consumption.
- K. Small-Scale Ground-Mounted Solar Energy Systems (Medium-Scale and Large-Scale Ground-Mounted Solar Energy Systems are prohibited.)

5.6.03 Special Permit Allowed Uses

The following uses shall require a special permit for use from the Planning Board:

5.6.03.1 Business uses as listed in Section 3.2.03 except where prohibited under Section 5.6.04 or where said use is prohibited in all other districts, which are not listed above in Section 5.6.02.2, provided that no individual establishment shall exceed 3,000 square feet in gross floor area, except as regulated under Section 5.6.03.4.

5.6.03.2 *Drive-through facility.*

5.6.03.3 Take-out establishments primarily engaged in the sale, dispensing or serving of food, refreshments or beverages for consumption off the premises or consumption in vehicles temporarily parked on the premises, or at tables, benches or counters, the majority of which are out of doors, not to include establishments commonly known as fast food establishments.

5.6.03.4 Establishments that exceed 3,000 square feet in gross floor area per establishment, provided that in no event may a special permit be issued for individual establishments in excess of 6,000 square feet in gross floor area. Commercial structures in existence prior to the creation of the NB district (ATM

5/6/2002, Article 34) are exempt from the above size limitations, except that any expansions shall require a special permit.

5.6.03.5 Additional uses allowed by special permit in commercial structures in existence prior to the creation of the NB district (ATM 5/6/2002, Article 34)

A. Makerspaces

B. Outdoor storage and parking of commercial vehicles and construction vehicles associated with uses in the existing building (i.e. not rental storage)

C. Rental self-storage facility (outdoor storage prohibited)

5.6.04 Prohibited Uses:

5.6.04.1 Any use not expressly permitted above.

5.6.04.2 Vehicle-related uses (sales, service and repair of all vehicle types including but not limited to trucks, boats and recreational vehicles, towing companies, taxi or limousine service, etc.)

5.6.04.3. All types of Marijuana Establishments regulated by Section 5.15.

5.6.04.4 Rental Self-Storage Facilities (indoor or outdoor)

5.6.05 Site Development Standards

All non-residential use, or conversion to a non-residential use, within the NB district shall comply with all Site Development Standards in Section 5.6.05.1 through 5.6.05.3 described below:

5.6.05.1 Parking & Loading

Non-residential uses within a NB district shall provide parking and loading facilities in compliance with Section 5.1, PARKING AND LOADING REQUIREMENTS AND UNLOADING SPACE, the Planning Board's Parking Regulations, and the following additional requirements:

- A. Parking facilities sufficient to accommodate the motor vehicles of all employees, customers and other persons normally visiting the site at any time shall be provided on the lot and off the street.
- B. In determining the appropriate number of parking spaces required, the Planning Board may give consideration to the hours of usage of the proposed use/structure, the opinion of municipal officials or consultants as to the adequacy or inadequacy of parking spaces within the specific area of the proposed use/structure, as well as other relevant information to assist the Planning Board in determining the need for additional parking for motor vehicles.
- C. All parking shall be provided on the same lot with the principal use or on a contiguous lot within the same zoning district, provided that no space is counted as meeting the requirements of more than one building or use.
- D. New Parking areas shall be located to the side or rear of the primary structure.
- E. Parking areas serving all non-residential structures shall be hard-paved.
- F. Parking areas shall include handicap accessible parking spaces as required by 521 CMR, Architectural Access Board Code, as may be amended from time to time.
- G. To the maximum extent feasible, loading areas shall be located at the rear of the building, off the street right-of-way.
- H. Adequate turning and maneuvering space shall be provided for loading areas, without encroachment into parking areas.
- I. Parking area lighting may not shine beyond the property lines, except for driveway entrances where light may shine onto the immediate area of the street right-of-way.

5.6.05.2 Landscaping

- A. A landscaped buffer zone, of at least the width of the required setback, continuous except for approved driveways, shall be established along any side of the lot with road frontage to visually separate the building and ~~it's~~ its parking areas from the road.
- B. A landscaped buffer zone along the side and rear of each lot, of at least the width of the required side and rear setback, shall be provided where a proposed non-residential use abuts a residential use.
- ~~C. A landscaped buffer zone of at least 50 feet shall be provided where a NB district boundary abuts a Residential District (R1, R2, and SA).~~
- ~~C.D.~~ The buffer zones shall be planted with grass, ground cover, medium height shrubs, and shade trees planted at least every fifty (50) feet. The buffer zone shall include both deciduous and evergreen shrubs and trees. Trees and shrubs at driveway intersections shall be set back a sufficient distance from such intersections so as not to obstruct traffic visibility.
- ~~D.E.~~ An opaque buffer shall be provided to screen exposed storage areas, machinery, garbage “dumpsters”, service areas, truck loading areas, utility buildings and structures from the view of abutting properties and streets, using plantings, fences and other methods compatible with the goals of this regulation.
- ~~E.F.~~ Parking shall not be located within required buffer areas.
- ~~F.G.~~ All landscaped areas and buffers shall be maintained in good condition and shall be kept free of refuse and debris. Shrubs or trees that die shall be replaced within one growing season.
- ~~G.H.~~ Appropriate water management procedures shall be followed to serve all landscaped areas, including irrigation systems if warranted.
- ~~H.I.~~ The Planning Board may require a bond to ensure that required landscaping improvements are maintained and survive for at least one growing season following the completion of planting.
- ~~I.J.~~ The Planning Board shall have the authority to adopt from time to time suitable landscaping regulations, which may include the required height and spread of trees and shrubs in buffer zones and parking areas.
- ~~J.~~ The landscaped buffer requirements in paragraphs A & B shall not apply to reuse of existing structures and associated parking areas. The Planning Board may require a landscape buffer for uses requiring a special permit.

5.6.05.3 Design

The Planning Board shall have the authority to adopt from time to time suitable regulations to specify design standards within the Greenville Village Neighborhood Business District. Such standards may include regulation of building form and features, architectural details, and historic buildings.

5.6.06 Special Permits – NB District

5.6.06.1 Requirements and Procedures

- A. The special permit granting authority for all special permits in the NB District shall be the Planning Board except where such authority is specifically delegated to the Zoning Board of Appeals. No building, use or occupancy permits for any ~~construction of any use designated “SP” (Special Permit) under the NB District use requiring a special permit~~ shall be issued except in accordance with the terms of a special permit as set forth herein. This shall apply to new construction, change in use to a use requiring a special permit, and resumption of any use requiring a special permit where the use has been discontinued or abandoned for more than two (2) years.
- B. Applicants for Special Permits under this section shall submit plans in compliance with the Leicester Planning Board ~~Rules & Regulations for Special Permit Applications~~ Special Permit Regulations.

- C. Procedures for Special Permits (filing, hearing notification, and decision timelines) shall follow MGL Ch.40A, Section 9, Special Permits, and Section 11, Notice for Public Hearing.

5.6.06.2 Special Permit Review Criteria

The Planning Board shall grant a special permit only after finding that the proposed use will be consistent with the purpose and intent of this bylaw, and that the proposed use or structure is in conformance with the following criteria:

- A. Provision shall be made for convenient and safe vehicular and pedestrian circulation within the site and in relation to adjacent streets and property. The service level of adjacent streets shall not be significantly reduced due to added traffic volume or type of traffic in accordance with the most recent edition of the Massachusetts Highway Department Highway Capacity Manual;
- B. The proposed use shall not overload the capacity of water and sewer systems, stormwater drainage, solid waste disposal facilities, and other public facilities;
- C. The design of the project shall provide for adequate methods of disposal of sewage, refuse, or other wastes generated by the proposed use;
- D. The project shall be compatible in character and scale with existing uses and other uses allowed by right in the district.
- E. The project shall comply with all applicable environmental laws and regulations;
- F. The proposed project shall be consistent with Leicester's Master Plan;
- G. The project shall comply with all Site Development Standards required in the NB district where applicable.

B. Amend Section 3.2.07 of the Zoning Bylaw (SIGNS), as shown below:

3.2.07 SIGNS¹

[Amended @ ATM 5-7-08]

¹All special permits for signs in all zoning districts are issued by the Zoning Board of Appeals. Signs in the HB-1 and HB-2 zoning districts shall follow the requirements of the Business (B) district.

3.2.07 SIGNS ¹		USE	BR-1	RIB	SA	R1	R2	B	I	BI-A	<u>NB</u>
3.2.07-1 No sign shall contain any moving, flashing or animated lights or visible moving parts, indicators of time and/or temperature or automatically changing messages. *And upon recommendation by the Chief of Police			SP*	SP*	N	N	N	SP*	SP*	SP*	<u>N</u>
A.	Real-estate sign advertising rental, lease sale of premises on which sign is located or displaying name of builder, providing the sign does not exceed twelve (12) square feet in area.		Y	Y	Y	Y	Y	Y	Y	Y	<u>Y</u>

3.2.07 SIGNS¹		USE	BR-1	RIB	SA	R1	R2	B	I	BI-A	<u>NB</u>
B.	Sign incidental to permitted uses, provided that it does not exceed four (4) square feet in area.		Y	Y	Y	Y	Y	Y	Y	Y	<u>Y</u>
C.	Neon or illuminated tube type signs or marquee signs. Where allowed by Special Permit, the lighting of any advertising shall be placed or hooded as to prevent direct light from shining onto any street or adjacent property.		SP	SP	N	N	N	SP	SP	SP	<u>N</u>
3.2.07-2 One standing sign or display for advertising goods or services available on the lot, provided no sign or display shall project nearer than one (1) foot from the lot line, or shall not have a gross exceeding thirty (30) square feet, <u>except that in the NB district the limit shall be twelve (12) square feet</u>			Y	Y	N	N	N	Y	Y	Y	<u>Y</u>
A	Increase up to fifty (50) square feet by Special Permit under Section 6.4.02 of this by-law.		SP	SP	N	N	N	SP	SP	SP	<u>N</u>
3.2.07-3 Wall sign (including awning signs) not to exceed 15% of the front perimeter wall, <u>except that in the NB district the limit shall be twelve (12) square feet.</u>			Y	Y	N	N	N	Y	Y	Y	<u>Y</u>
A	Wall signs (including awning signs) on one other wall not to exceed 10% of wall area by Special Permit under Section 6.4.02		SP	SP	N	N	N	SP	SP	SP	<u>N</u>
3.2.07-4 Advertising sign not located on principal premises shall not exceed twelve (12) square feet in area, and shall not project nearer than one (1) foot from the lot line.			N	N	N	N	N	Y	Y	Y	<u>N</u>

3.2.07 SIGNS¹	USE	BR-1	RIB	SA	R1	R2	B	I	BI-A	<u>NB</u>
3.2.07-5 Commercial billboards as regulated under Section 29-33, Chapter 93 of the General Laws		N	N	N	N	N	SP	SP	SP	<u>N</u>

Or take any action relative thereto.

PROPOSED MOTION

Move that the article be voted as written.

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

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

This article seeks to amend the Greenville Village Neighborhood Business District (NB) to simplify development and redevelopment in the district, particularly for reuse of existing structures.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds vote pursuant to M.G.L c. 40A §5.

ARTICLE 26 HIGHWAY BUSINESS INDUSTRIALS HB-1 & HB-2 DISTRICT AMENDMENTS

To see if the Town will vote to Amend Sections 5.6 and 3.2.07 of the zoning bylaws, as listed below:

A. Amend the Title of Section 5.5, as follows:

5.5 HIGHWAY BUSINESS-INDUSTRIAL DISTRICTS 4 (HB-1 & HB-2)

B. Amend Sub-Section 5.5.02 and 5.5.03.1.B., as follows:

5.5.02 Site Development Standards

~~All non-residential use, or conversion to a non-residential use, within the HB-1 district shall comply with all Site Development Standards in Sections 5.5.02.1 through 5.5.02.3 described below:~~

The following site development standards shall apply to all new construction of non-residential uses, expansions of more than 25% of the existing non-residential uses, and increases of more than 10 parking spaces.

5.5.02.1 Parking, Loading Areas, and Access

Non-residential uses within the HB-1 Zone shall provide parking and loading facilities in compliance with Section 5.1, PARKING AND LOADING REQUIREMENTS AND UNLOADING SPACE, and the following additional requirements:

5.5.03.1 Requirements and Procedures

B. Applicants for Special Permits under this section shall submit plans in compliance with the Leicester Planning Board Special Permit Regulations ~~Rules & Regulations for Special Permit Applications~~

C. Amend Section 5.5.02.2.C, as follows:

C. A landscaped buffer of at least 100 feet shall be provided where an HB-1 or HB-2 district boundary abuts a Residential District (R1, R2, SA).

D. Amend Section 5.5.03, as follows:

Wherever in this bylaw and the related sections of the Town of Leicester Zoning Bylaw a permitted use in the HB-1 or HB-2 district requires a Special Permit, the administrative procedures described below shall govern the procedure for issuance of this Special Permit.

E. Throughout the remaining subsections of Section 5.5, replace the phrases “HB-1 Zone” and “HB-1 district” wherever these phrases appear with “HB-1 & HB-2 districts”

Or take any action relative thereto.

PROPOSED MOTION

Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION - Favorable Action (4-0-0)

SELECTBOARD RECOMMENDATION - Favorable Action (4-0-0)

DESCRIPTION

Amend Section 5.5 (Highway Business-Industrial District 1) to modify thresholds for meeting site development standards, to correct outdated references, and to clarify that these standards also apply to the Highway Business-Industrial District 2 (HB-2) district.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds vote pursuant to M.G.L c. 40A §5.

ARTICLE 27 MARIJUANA ESTABLISHMENT AMENDMENTS

To see if the Town will vote to Amend Sections 1.3 and 3.2.03 of the zoning bylaws, as listed below:

A. Amend Section 1.3 (Definitions), by inserting new definitions and amending existing definitions, as follows:

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: an entity that is authorized to deliver marijuana and marijuana products directly to consumers and as permitted, Marijuana Couriers to patients and caregivers

MARIJUANA DELIVERY OPERATOR: an entity licensed to purchase at Wholesale and Warehouse Finished Marijuana Products acquired from a Marijuana Cultivator, Marijuana Product Manufacturer,

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

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

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

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

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

3.2.03 BUSINESS		SA	R1	R2	B	CB	I	BI-A	HB-1 & HB-2
23.	<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>

C. Amend Section 5.1.5.02.1, as follows:

- i. Limitations
 Marijuana Retailers, Consumer Sales Only shall be limited to ~~1 establishment~~ 2 establishments in the Town of Leicester.

Or take any action relative thereto.

PROPOSED MOTION

Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION – Favorable Action (3-1-0)

SELECTBOARD RECOMMENDATION – Favorable Action (5-0-0)

DESCRIPTION

This article seeks to amend zoning related to marijuana establishments by allowing marijuana delivery services. There was also late consideration of moving from 1 retail establishment within the Town into two. This portion of the bylaw change is to be considered by the Planning Board at their May 4, 2021 public hearing.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds vote pursuant to M.G.L c. 40A §5.

ARTICLE 28 AMENDMENTS TO OUTSIDE STORAGE BYLAW

To see if the Town will vote to Amend Sections 1.3, 3.2, 3.2.03, 3.30, 3.32, 3.2.08, 5.6, 5.6.04, of the zoning bylaws, and add new sections, 5.18 and 5.6.04.4 as listed below:

A. Insert the following definitions in Section 1.3, Definitions:

RENTAL SELF-STORAGE FACILITY – A building or buildings consisting of individual self-contained units that are leased for the storage of vehicles or business and household goods. Storage of hazardous materials or substances, hazardous waste, gas, oil or any substances or materials which pose a threat to human health or safety or a threat to the environment is prohibited. No activity other than storage shall occur in such facilities. Such facilities may have associated outdoor storage by special permit in certain Zoning Districts (See Sections 3.2.03. and 5.2.18).

B. Amend the Zoning Bylaw, Section 3.2, Schedule of Use, Subsection 3.2.03, Business, as shown below:

3.2.03 BUSINESS		SA	R1	R2	B	CB	I	BI-A	HB-1 & HB-2
13a.	Rental Enclosed Self Storage Facility (outdoor storage prohibited) <u>Rental Self-Storage Facility with no outdoor storage (Special Permits issued by Planning Board)</u>	N	N	N	SP	SP	SP	SP	SP Y
13b.	<u>Rental Self-Storage Facility with outdoor storage (Special Permits issued by the Planning Board)</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>SP</u>	<u>N</u>	<u>SP</u>	<u>SP</u>	<u>SP</u>
26.	Land and water recreational vehicle (including boats) sales, rental, service, and storage yards. ³	N	N	N	SP	N	SP	SP	SP

³. Land and water recreational vehicle storage yards shall meet the requirements for Rental Self-Storage Facility with outdoor storage

C. Amend Section 3.30, Business Residential-1 (BR-1) Zone, by amending subsection aa, as follows:

~~aa. Enclosed storage facilities excepting hazardous materials or substances, hazardous waste, gas, oil or any substances or materials which poses a threat to human health or safety or a threat to the environment by Special Permit from the Planning Board.~~

aa. Rental Self-Storage Facilities (with or without outdoor storage) by special permit from the Planning Board.

D. Amend Section 3.32, RESIDENTIAL INDUSTRIAL BUSINESS ZONE (RIB) ZONE, by modifying subsection h., as follows:

~~h. Rental enclosed storage facilities by special permit issued by Planning Board.~~

h. Rental Self-Storage Facilities (with or without outdoor storage) by special permit from the Planning Board.

E. Amend Section 3.2.08, Parking of Commercial Vehicles, subsection B, as shown below:

B. Other Parking of Commercial Vehicles

1. Outdoor storage of commercial vehicles as a primary use is allowed by right in the HB-1 and HB-2 district, and requires a special permit in ~~HB-1~~, I, BI-A, RIB, and BR-1 districts. This use is prohibited in all other zoning districts.
2. The continued and regular parking of commercial vehicles, tractor trailers, and construction vehicles (including but not limited to tractors, backhoes, bulldozers, dump trucks, etc.), where accessory to a lawfully ~~permitted~~ permitted commercial use, is allowed by right in all commercial zoning districts (B, CB, I, BI-A, HB-1, HB-2, BR-1, and RIB).
3. Parking of commercial and construction vehicles (including but not limited to tractors, backhoes, bulldozers, dump trucks, etc.) related to a Contractor's Yard where a special permit is required is subject to the requirement that such vehicles be stored in a garage in the Suburban Agriculture (SA) district, or screened by fencing or landscaping in the Business (B) district. The Planning Board may impose other conditions to protect abutting residential uses and the surrounding neighborhood.
4. The continued and regular parking of commercial vehicles, tractor trailers, or construction vehicles (including but not limited to tractors, backhoes, bulldozers, dump trucks, etc) accessory to a special-permitted commercial use in residential districts (SA, RA, and RB) will be addressed through the special permit process for the primary use. The Special Permit Granting Authority ~~Zoning Board of Appeals~~ may impose reasonable conditions to protect abutting residential uses and the surrounding neighborhood.

F. Add a new Section 5.18, Outdoor Storage

5.18 Outdoor Storage

5.18.01 Rental Self-Storage Facility with Outdoor Storage

All Rental Self-Storage Facilities with outdoor storage shall be required to meet the following standards:

- A. Outdoor storage areas shall be screened from view from roadways and abutting property owners by an opaque fence at least 6 feet in height.
- B. Storage areas shall not be located in required setbacks from property lines
- C. Outdoor storage areas shall not impede emergency access to the site or structures on the site.
- D. All types of vehicles stored outside shall be in operable condition. Rental outdoor storage areas shall not be used as Vehicle Salvage Yards, which are prohibited in all Zoning districts. Appropriate provisions shall be made to ensure vehicle fuel or other contaminants are appropriately controlled and don't infiltrate the ground.
- E. No commercial activity other than storage shall occur in indoor or outdoor areas, including vehicle maintenance, fueling, or repair work.

5.18.02 Other Outdoor Storage

- A. For parking of commercial vehicles, see Section 3.2.08 (Parking of Commercial Vehicles)
- B. Storage of large equipment or storage containers outside where accessory to a lawfully permitted commercial use on the same site is allowed by right in HB-1, HB-2, B, and I, and by special permit from the Planning Board in CB, RIB, BI-A, and BR-1. Emergency access to structures shall be maintained at all times. Parking sufficient for the uses on site in conformance with the Planning Board's Parking Regulations must remain unobstructed.

G. Amend Section 5.6 [Greenville Village Neighborhood Business (NB) District], subsection 5.6.04, Prohibited Uses, by inserting a new section 5.6.04.4, as follows:

5.6.04 Prohibited Uses:

5.6.04.4 Rental Self-Storage Facilities (indoor or outdoor)

Or take any action relative thereto.

PROPOSED MOTION

Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION – Favorable Action (2-1-1)

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

This article seeks to amend the Zoning Bylaw to allow outdoor storage associated with rental self-storage facilities and to address other outdoor storage and related issues, including parking of commercial vehicles.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds vote pursuant to M.G.L c. 40A §5.

ARTICLE 29 AMENDMENTS TO BUSINESS RESIDENTIAL & RESIDENTIAL INDUSTRIAL BUSINESS ZONING BYLAWS

To see if the Town will vote to Amend Sections 3.30 and 3.32 of the zoning bylaws, as listed below:

Section 3.30: BUSINESS RESIDENTIAL -1(BR-1) ZONE

Single family residential uses permitted within this zone. Dimensional requirements per Section 4.2 Table 1.

The Special Permit Granting Authority in the BR-1 District shall be the Planning Board.

The Business uses permitted in this Zone are as follows:

- a. 1. Legal, accounting, consulting, architectural, engineering, surveying, real estate, insurance or similar professional office.
- b. 2. Offices for agents for industrial, distributing and wholesale companies.
- c. 3. Travel agency or office.
- d. 4. Secretarial services, telephone answering service.
- e. 5. Photocopying service.
- f. 6. Photo studio; artist's, craftsman, locksmith's, or other artisan's studio.
- g. 7. Florist, gift, stationery, or antiques shop.
- h. 8. Repair and alteration of wearing apparel and accessories.
- i. 9. Repair shop for musical instruments.
- j. 10. Medical or dental office.
- k. 11. Barber or beauty shop.
- l. 12. Repair of household furnishings, including appliances and upholstery.
- m. 13. Repair and rental of non-motorized bicycles.
- n. 14. An inn or bed and breakfast establishment in a pre-existing building.
- o. 15. Collection agency for utilities; pickup for laundry or dry cleaning.
- p. 16. Child Care Facility and Family Child Care Home
- q. 17. Store, showroom, salesroom for the conduct of retail business, including a grocery, hardware, clothing, drug, or general store, not including auto sales.
- r. 18. Sales and distribution facilities. but not storage of toxic or virulent substances.
- s. 19. Catering service, delicatessen or other food market or a permitted eating establishment.
- t. 20. Farm stand for sales of natural produce and commercial greenhouse.

- u. 21. Bank or equivalent financial institution, or automated teller facility.
- v. 22. Restaurant.
- w. 23. Shop and sales of supplies for plumbing, electrical, carpentry, cabinet making, plastering, masonry, glass, and similar work.
- x. 24. Light manufacturing or light assembly (By Special Permit).
- y. 25. A group of four or more commercial establishments planned, developed, and managed as a unit with off-street parking provided on the property.
- z. 26. Sales or Rental, up to 30 vehicles (30 or more by special permit).
- aa. 27. Enclosed storage facilities excepting hazardous materials or substances, hazardous waste, gas, oil or any substances or materials which poses a threat to human health or safety or a threat to the environment by Special Permit from the Planning Board.
- bb. 28. Athletic/recreation facilities.
- cc. 29. Establishments serving alcoholic beverages, including brew pubs, by special permit
- dd. 30. Senior Village Developments by special permit from the Planning Board.
- ee. 31. Accessory Apartment
- ff. 32. Large Wind Facilities by Special Permit from the Planning Board.
- gg. 33. Small Wind Facilities by Special Permit from the Planning Board
- hh. 34. Veterinary Clinic by Special Permit from the Planning Board
- ii. 35. Farmers' Market
- jj. 36. Private Kennel by Special Permit from the Planning Board (Commercial Kennels prohibited).
- kk. 37. Ground-Mounted Solar Energy Systems
- ll. 38. Medical Marijuana Treatment Center, (Planning Board Site Plan Review Required, see Section 5.15).
- mm. 39. Marijuana Establishment by special permit (See Section 5.15)
- nn. 40. Backyard Chickens
- oo. 41. Brewery, Distillery, Winery by special permit
- pp. 42. Earth Removal Operation or Earth Filling Operation by special permit from the Planning Board (See Section 5.16)

SECTION 3.32: RESIDENTIAL INDUSTRIAL BUSINESS ZONE (RIB) ZONE

Dimensional requirements per Section 4.2 Table 1. The Special Permit Granting Authority in the RIB District shall be the Planning Board.

A. Intent:

It is the intent of this section to provide for residential uses in somewhat higher density than in other residential zones and to provide and increase the value of residential property situated in the vicinity of operating businesses, to protect the community from the detrimental effects of development not suited to location near residences, to protect persons and property against the hazards of pollution; to conserve natural conditions and open spaces; to separate and otherwise divide potentially conflicting property uses and to provide a harmonious relationship between residential and commercial development.

B. Permitted Residential Uses Within This Zone Are:

1. Detached one-family dwelling subject to dimensional requirements set forth in Section 4.2 Table 1.
2. Two-family dwelling by Special Permit. Subject to dimensional requirements set forth in Section 4.2 Table 1.
3. Multi-family (more than 2 family dwelling)– by Special Permit. Dimensions for residential use are set forth in Section 4.2 Table 1.
4. ~~Permitted Business uses within this Zone are as follows:~~

C. Permitted Business Uses:

The dimensional requirements for the business uses in this zone shall be the same as the BR-I Zone Section 4.2 Table 1.

- a. 1. Light manufacturing or light assembly facility limited to small scale assembly and manufacturing industries which are not injurious, noxious or offensive, or tend to reduce residential property values in the same or adjoining districts by reason of emission of odor, fumes, dust, smoke, vibration, sewerage, and/or industrial waste, noise, danger of explosion, fire or otherwise. Manufacturing allowed in this paragraph shall not include heavy industrial operations such as steel manufacturing, heavy forging presses and the like and shall be for utilizing hand labor or quiet machinery and process.
- b. 2. Landscaping services involving equipment purchasing.
- c. 3. Nursing home; extended or intermediate care facility licensed or approved to provide full time convalescent or chronic care.
- d. 4. Child Care Facility and Family Child Care Home.
- e. ~~The dimensional requirements for the business uses in this zone shall be the same as the BR-I Zone Section 4.2 Table 1.~~
- f. 5. Senior Village Developments are allowed by special permit from the Planning Board.
- g. 6. Accessory Apartment
- h. 7. Rental enclosed storage facilities by special permit issued by Planning Board.
- i. 8. Uses allowed in the HB-1 district under sections 3.2.03, 3.2.04, 3.2.05, 3.2.06, and 3.33, only by special permit issued by the Planning Board. Uses prohibited under Section 3.33.3 are also prohibited in the RIB district.
- j. 9. Small Wind Facilities by Special Permit from the Planning Board.
- k. 10. Farmers' Market
- l. 11. Small-Scale and Medium-Scale Ground-Mounted Solar Energy Systems
- m. 12. Large-Scale Ground-Mounted Solar Energy Systems by Special permit from the Planning Board
- n. 13. Backyard Chickens
- o. 14. Vehicle Sales or Rental, up to 30 vehicles (30 or more by special permit)
- p. 15. Taxi or Limousine Service

C.D. **Development within the RIB District** shall comply with Sections 5.5.02 through 5.5.04, except that the landscaped buffer specified in Section 5.5.02.2.C shall be 50 feet, rather than 100 feet. At the discretion of the Planning Board, the width of the required fifty (50) foot landscaped buffers from an abutting residential use or district may be reduced to a minimum of twenty (20) feet where site constraints do not allow for the 50-foot buffer and an opaque fence is provided to provide screening from the abutting residential use or district.

PROPOSED MOTION

Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION - Favorable Action (4-0-0)

SELECTBOARD RECOMMENDATION – Favorable Action (4-0-0)

DESCRIPTION

This article re-numbers and re-organizes subsections of Sections 3.30 [Business-Residential 1 (BR-1) Zone] and 3.32 [Residential Industrial Business (RIB) Zone].

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds vote pursuant to M.G.L c. 40A §5.

Town of Leicester
Annual Town Meeting – May 11, 2021

CERTIFIED FREE CASH - June 30, 2020	2,127,848.00	-
FY 2021 Employee Benefits/TA Professional Services	\$ -	\$ 345,642.00
Subtotal	\$ 2,127,848.00	\$ 345,642.00
November 17 Special Town Meeting		
Article 1 - Prior Year Bills	1,476.79	
Article 2-3 Fire Study	DNP	
Article 3 - Police Cruiser	48,303.00	
Article 4A Capital Improvement Plan (Arielscope Payment 5 of 5)	90,081.00	
Article 4B Capital Improvement Plan (Police F150)	49,845.00	
Article 4C Capital Improvement Plan (Detective Car)	43,307.00	
Article 4D Capital Improvement Plan (Carport)	50,000.00	
Article 4E Capital Improvement Plan (Highway Roller)	14,975.00	
Article 4F Capital Improvement Plan (Phone System)	15,000.00	
Article 5 - Arielscope repairs	34,698.00	
Article 7 - Assessors revaluation	57,800.00	
Article 8 Open space plan update	15,500.00	
Article 9 Parc Grant match	90,000.00	
Subtotal	510,985.79	0.00
May 4 Annual Town Meeting		
Article 1 - Prior Year Bills	14,112.20	
Article 2 - Department and/or Warrant Article Transfers	-	\$ 240,642.00
Article 3 - Funding of Town Parks	25,000.00	
Article 5 - FY 2022 Budget - Police Station Staffing	150,000.00	
Article 9 - OPEB deposit	70,000.00	
Article 10 - Stormwater Management	20,000.00	
Article 11 - Groundwater Studies at the Landfill	21,400.00	
Article 12 - One Police Cruiser	57,672.00	
Article 13 - FY 2022 Capital Plan	511,733.00	
Article 14 - Building/Fleet Management Software	40,000.00	
Article 16 - Town Owned Dams	19,000.00	-
Article 17 - Hillcrest Building design	-	105,000.00
Article 18 - Transfer into Stabilization	100,000.00	-
Subtotal: appropriated at 05/11/21 Town Meeting	1,014,805.00	345,642.00
Subtotal: Remaining Balance	\$ 602,057.21	\$ -

**SELECT BOARD MEETING MINUTES
APRIL 5, 2021 AT 6:00PM
VIRTUAL MEETING**

CALL TO ORDER/OPENING

Chairwoman Provencher called the meeting to order at 6:00pm. Chair Dianna Provencher, Vice-Chair Harry Brooks, Second Vice-Chair John Shocik, Selectman Rick Antanavica, Selectman Herb Duggan, Jr., Town Administrator David Genereux, Assistant Town Administrator Kristen Forsberg, and Assistant to the Town Administrator Bryan Milward were in attendance.

Town Administrator David Genereux read Ted Antanavica's obituary and presented a request to the Select Board to place Town flags at half staff on the date of his burial. A motion was made by Mr. Brooks and seconded by Mr. Duggan to approve the request. Roll Call: 4:0:1 (Antanavica abstained)

Mr. Genereux announced that the item 1e (2021 Annual Town Meeting Warrant Discussion/Vote) would be postponed to the following week's meeting due to a posting error.

1. SCHEDULED ITEMS

a. 6:00pm – Rochdale Park Lease Discussion/Vote

Mr. Shocik stated his concerns with the status of Rochdale Park and the challenge of keeping the park maintained with the news of Becker College's imminent closing. Town Counsel Chris Petrini explained the legal requirements for procurement of maintenance services and the need to advertise the service required and the solicitation of three quotes. No action was taken.

b. 6:10pm – Energy Aggregation Discussion/Vote – Good Energy

John O'Rourke from Good Energy provided an explanation of the timeline for implementing an energy aggregation program for the Town and the need for the Select Board to designate a signatory for the bids prior to their receipt. A motion was made by Mr. Antanavica and seconded by Mr. Shocik to designate David Genereux as the signatory for the energy aggregation documents pending Town Counsel review of the documents. Roll Call: 5:0:0

After some additional discussion a motion was made by Mr. Antanavica and seconded by Mr. Shocik to rescind the previous vote. Roll Call: 5:0:0

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to designate David Genereux as the signatory for energy aggregation documents pending Town Counsel review of the documents and on the condition that the kilowatt per hour rate received from the bid is lower than the existing National Grid kilowatt per hour rate. Roll Call: 4:1:0 (Brooks opposed)

c. 6:20pm – Dris/Your Green Package – Marijuana Dispensary Discussion

Town Administrator David Genereux summarized the current zoning bylaw's requirements for marijuana businesses and his discussions with Dris/Your Green Package. Chris Fevry of Dris/Your Green Package presented his business proposal for a marijuana delivery and dispensary at 488 Stafford Street. Select Board members discussed security concerns, the proximity of the site to an apartment complex on Stafford Street, the cap on dispensaries in the zoning bylaw, and the potential traffic impact of a dispensary. A member of the public commented that she felt the Select Board should take a vote on whether to change to the dispensary cap to provide direction to the Planning Board which would have to hold another hearing on the issue. A motion was made by Mr. Duggan

and seconded by Mr. Shocik to recommend that the Planning Board approve a change in the zoning bylaw allowing an additional retail marijuana license pending Town counsel approval. Roll Call: 4:1:0 (Brooks opposed)

d. **6:30pm – Host Community Agreement Discussion/Vote – Town Meadow Farm – 124 Green St**
Town Administrator David Genereux summarized previous and existing host community agreements issued by the Town to marijuana businesses and approved by the Cannabis Control Commission. Lee Dykas and Hector Piñero presented their proposal for a host community agreement for their outdoor marijuana cultivation business. Select Board members discussed the tax rates under the agreement and the approval process conducted by the Cannabis Control Commission. A motion was made by Mr. Antanavica and seconded by Mr. Shocik to approve the agreement presented with a typographical error fixed on the conditions of Year 3 of the agreement. Roll Call: 5:0:0

e. **6:45pm - 2021 Annual Town Meeting Warrant Discussion/Vote**
No action was taken.

2. PUBLIC COMMENT PERIOD

Don Lennerton stated that the Select Board would need to consider the proposed architectural bylaw at the next meeting.

3. REPORTS & ANNOUNCEMENTS

a. Health Agent COVID-19 Update

Health agent Francis Dagle provided an update on an increase in cases related to the Auburn/Leicester football game and the recent vaccine clinic.

b. Student Liaison Reports

Student Liaison Jacob Stolberg provided an update on school activities including the return to in-person learning, AP testing, and the recent football game.

c. Town Administrator Report

Town Administrator David Genereux read highlights from the Town Administrator's report including communications with Becker College, the Town Meeting location change, the Shared Winter Streets bid, and upcoming changes in the Town's health insurance.

d. Select Board Reports

Select Board members discussed recent board and commission meetings, services provided by Deja New, the opening of Ben's Tackle Shack, and board members expressed their condolences to the Antanavica family.

4. RESIGNATIONS & APPOINTMENTS

a. Appointment – Per Diem/On Call EMT Basic – Benjamin Carlson

A motion was made by Mr. Antanavica and seconded by Mr. Brooks to appoint Benjamin Carlson as a Per Diem/On Call EMT Basic. Roll Call: 5:0:0

5. OTHER BUSINESS

a. Police Department Donation – Hot Dog Annie's

A motion was made by Mr. Shocik and seconded by Mr. Brooks to accept the donation from Hot Dog Annie's. Roll Call: 5:0:0

b. **Set Date, Time, and Location for Annual Town Election – June 8th from 12pm-8pm, Town Hall Gym**

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to set the date of the Annual Town Election for June 8th, 2021 from 12:00pm to 8:00pm. Roll Call: 5:0:0

6. MINUTES

a. **March 8, 2021**

b. **March 29, 2021**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to accept the March 8th, 2021 and March 29th, 2021 meeting minutes as written. Roll Call: 5:0:0

A motion to adjourn was made by Mr. Shocik and seconded by Mr. Antanavica at 9:17pm. Roll Call: 5:0:0

**SELECT BOARD MEETING MINUTES
APRIL 12, 2021 AT 6:00PM
VIRTUAL MEETING**

CALL TO ORDER/OPENING

Chairwoman Provencher called the meeting to order at 6:03pm. Chair Dianna Provencher, Second Vice-Chair John Shocik, Selectman Rick Antanavica, Selectman Herb Duggan, Jr., Town Administrator David Genereux, Assistant Town Administrator Kristen Forsberg, and Assistant to the Town Administrator Bryan Milward were in attendance. Vice-Chair Harry Brooks was absent.

1. SCHEDULED ITEMS

- **Public Hearing – FY22 Budget and Annual Town Meeting Article**
- **Vote Recommendations on Annual Town Meeting Article**

Article 24 – Adoption of an Architectural District Bylaw

- Establish an Architectural District in the area around Becker College and the Town Common.

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 24.

Roll Call: 4:0:0

Article 25 – Amendment of Zoning Bylaws regarding Greenville Village Neighborhood Business District and Signs.

- Makes changes to the neighborhood business district including
 - Removing the site plan review requirement for reuse of existing structures
 - Adding several uses by special permit in the district
 - Creating regulations to conform to existing parcel characteristics

A motion was made by Mr. Shocik to recommend approval of Article 25. Roll Call: 4:0:0

Article 26 – Highway Business Industrials HB-1 & HB-2 District Amendments

- Changes site development standards for the highway business zoning districts.

A motion was made by Mr. Shocik and seconded by Mr. Duggan to recommend approval of Article 26. Roll

Call: 4:0:0

Article 27 – Marijuana Establishment Amendments

- Amends zoning related to marijuana establishments to allow for marijuana delivery services.

A motion was made by Mr. Shocik and seconded to by Mr. Antanavica to recommend approval of Article

27. Roll Call: 4:0:0

Article 28 – Amendments to Outside Storage Bylaw

- Makes changes to the outdoor storage zoning bylaw to allow rental self-storage facilities and make conforming changes.

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 28.

Roll Call: 4:0:0

Article 29 – Amendments to Business Residential & Residential Industrial Business Zoning Bylaws

- Renumbers and reorganizes components of the existing bylaw.

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 29.

Roll Call: 4:0:0

Article 1 – Prior Year Bills

- Two outstanding invoices from prior fiscal years in the amounts of \$4,612.20 and \$9,500.

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 1.

Roll Call: 4:0:0

Article 2 - FY21 Budget Amendments

- Transfers come from the employee benefits line item, as there are surplus health insurance funds.
- Transfers would go to:
 - Assessors Salary due to pay out of vacation days upon retirement of former assessor
 - Reserve Fund replenishment
 - Elections and Registration due to presidential primary and election
 - Snow and Ice deficit
 - Animal Control Salaries due to new Inspector of Animals stipend
 - Animal Control Consultant/Professional Services due to an uptick in rabies cases
 - Police Professional Services for vehicle repairs, fence repairs and the purchase of Adobe
 - Town Hall Building Electric due to underfunding in FY21
 - Highway Department Wages to fund new position from mid-May through June for schools

A motion was made by Mr. Shoick and seconded by Mr. Duggan to recommend approval of Article 2. Roll

Call: 3:1:0 (Antanavica opposed)

Article 3 – Improvements at Town Parks

- Annual \$25,000 allocation for parks per Cultivate host community agreement

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 3.

Roll Call: 4:0:0

Article 4 – Elected Officials Salaries

- Only change is a 2% COLA for the Town Clerk

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 4.

Roll Call: 4:0:0

Article 5 – FY22 Operating Budget

- \$30,616,675 – an increase of \$517,167, or 1.72%, over FY21
- Both school and municipal budgets are increasing by a net of 2.38%
- Budget proposes using \$150K in free cash to start a pilot program to reopen the police station lobby 24/7

A motion was made by Mr. Shocik and seconded by Mr. Duggan to recommend approval of Article 5. Roll

Call: 3:1:0 (Antanavica opposed)

Article 6 – Vocational Tuition

- Annual article for out of district vocational tuition - \$1,023,000

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 6.

Roll Call: 4:0:0

Article 7 – Central Mass Regional Planning Commission Annual Assessment

- \$3,301 assessment for Leicester

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 7.

Roll Call: 4:0:0

Article 8 – FY22 Cable PEG Access Enterprise Account Appropriation

- Appropriating \$125,000 in charter funds for LCAC operations in FY22

A motion was made by Mr. Shocik and seconded by Mr. Antanavica to recommend approval of Article 8.

Roll Call: 4:0:0

Article 9 – OPEB

- \$70,000 to fund a portion of the Town’s \$33.9M liability for other post employee benefits

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 9.

Roll Call: 4:0:0

Article 10 – Stormwater Management

- \$20,000 for operations, professional services, MS-4 permit reporting requirement

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 10.

Roll Call: 4:0:0

Article 11 – Groundwater Studies at Landfill

- Annual appropriation for DEP required testing and monitoring

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 11.

Roll Call: 4:0:0

Article 12 – Police Cruiser

- \$57,672 to purchase and equip one police cruiser

A motion was made by Mr. Shocik and seconded by Mr. Duggan to recommend approval of Article 12. Roll

Call: 4:0:0

Article 13 – FY 22 Capital Improvement Plan

- \$511,733 for vent and tube replacement on the Town’s fuel island, replacement of Fire Engine #1, Town-wide communications upgrades, replacement of Fire Station #3’s roof, replacement of the highway department’s 1 ton pickup truck, and a new copy machine for the police department.

A motion was made by Mr. Shocik and seconded by Mr. Duggan to recommend approval of Article 13.

Roll Call: 4:0:0

Article 14 – Purchase of Software

- \$40,000 for the purchase of GIS software and vehicle asset management software and to pay for the first two years of the annual software maintenance agreements.

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 14.

Roll Call: 4:0:0

Article 15 – Authorization of the School Superintendent to Enter into an Agreement for Title IV-E Reimbursement

- Authorizes the School Superintendent to enter into an agreement related to foster care transportation reimbursement.

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 15.

Roll Call: 4:0:0

Article 16 – Town-Owned Dams

- \$19,000 to meet DEP reporting and inspection requirements and to apply for a grant for Greenville Pond Dam through the Dam and Seawall program.

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 16.
Roll Call: 4:0:0

Article 17 – Project Design of Hillcrest Property

- \$105,000 to pay for the costs of design and replacement of the buildings at Hillcrest

A motion was made by Mr. Shocik and seconded by Mr. Duggan to recommend approval of Article 17.
Roll Call: 4:0:0

Article 18 – Transfer Funds into Stabilization

- \$100,000 transfer from free cash to the Town’s rainy-day fund

A motion was made by Mr. Shocik and seconded by Mr. Duggan to recommend approval of Article 18. Roll Call: 4:0:0

Article 19 – Establish Revolving Fund Annual Spending Limits

- Establishes annual spending limits for Town revolving accounts

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 19.
Roll Call: 4:0:0

Article 20 – Acceptance of Property from Hillcrest Water District 13 Lehigh

- Completes a land swap deal with Hillcrest Water District for placement of a new water tower

A motion was made by Mr. Shocik and seconded by Mr. Duggan to recommend approval of Article 20. Roll Call: 4:0:0

Article 21 – Burncoat Park Environmental Services

- Expands eligible use of funds in this article to planning and infrastructure for Burncoat Park

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 21.
Roll Call: 4:0:0

Article 22 – Prohibition of Engine Braking on Public Ways

- Prohibits the use of compression braking in Town except in the case of emergency or where required by Mass General Laws to reduce noise from downshifting trucks in Town.

A motion was made by Mr. Antanavica and seconded by Mr. Duggan to recommend approval of Article 22. Roll Call: 2:2:0. The motion failed to carry and no recommendation was issued.

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to extend the meeting past 10:00pm.
Roll Call: 4:0:0

Article 23 – Adoption of MGL Chapter 48, Section 42A Governing the Position of Fire Chief

- Dissolves the antiquated Board of Fire Engineers and places the Fire Department under the governance of the Select Board and Town Administrator like all other Town departments.

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to recommend approval of Article 23.
Roll Call: 4:0:0

A motion to adjourn was made by Mr. Antanavica and seconded by Mr. Shocik at 10:01pm. Roll Call: 4:0:0