

PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: June 3, 2019

TIME: 6:30pm

LOCATION: Town Hall, Select Board Conference Room, 3 Washburn Square, Leicester

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***

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Select Board Reports
- c. [Town Administrator Report](#)

4. RESIGNATIONS & APPOINTMENTS

- a. [Appointment – Student Liaison – Jacob Stolberg](#)
- b. [Appointment – Highway Temp Summer Laborer – Benjamin Carlson](#)
- c. [Appointment – Highway Temp Summer Laborer - Antranic Bahnan](#)
- d. Appointment – Memorial School Disposition Subcommittee – Select Board Position
- e. Appointment – Kevin Ouelette – 2nd Alternate Inspector
- f. [FY20 Reappointments](#)

5. OTHER BUSINESS

- a. [Right of First Refusal – Chapel and Mulberry Street 61A Conversion Request](#)
- b. [Contract – General Carpentry Services – Quality Contracting, Inc.](#)
- c. Discuss Roofing, Assessment Center and Basketball Court Bids
- d. [2019 Chapter 90 Work](#)
- e. Authorize Town Administrator to Apply for MASBO Credit Card
- f. [Constellation Energy Agreement](#)
- g. Disposition of Library Furniture, Fixtures and Equipment

6. MINUTES

- a. [May 20, 2019](#)
- b. [May 23, 2019](#)

7. EXECUTIVE SESSION, MGL CHAPTER 30A, SECTION 21A

- a. Exceptions 3 & 7 – Discuss strategy with respect to pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885CV00985 pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007).
- b. Executive Session Minutes

ADJOURN



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

June 3, 2019

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 May 30, 2019.

Citizen issues: Topics discussed with various citizens.

- Discussed water/sewer issues with various residents.
- Sent out email correspondence on same.

Meetings:

- Attended COA meeting.
- Attended Capital Improvement Committee meeting.
- Attended Middle School Building Committee meeting and Community meeting.
- Attended Library Building Committee meeting.
- Ongoing litigation discussion with BSI.
- Conducted Hillcrest walkthrough.

Activities:

- The Church Street Bridge project is due to begin the week of June 3.
- Opened three IFB's – for Carpentry, Roofing (schools) and for the installation of a new basketball court at Memorial Field (Parks and Rec). Roofing bids rejected. Basketball court bid under review.
- Assessment Center RFP for Chief and Lieutenant. Received no responses. Reached out to assessment companies individually. Will hopefully have a company selected next week.
- Updated the capital plan.
- Observed draw down of retention ponds.
- Worked on Federal EDA grant to obtain 50% funding for water/sewer district study.
- Received email regarding paving of Route 9 in July/August from MassDOT. Responded back with questions; no response thus far.
- Clarified contract with Barn Inspector.
- Hired Planning Assistant contractually through Complete Staffing.
- Working on department head reviews.
- Assembled meeting minutes for Board retreat, executive session, and Capital Committee.

I am planning on taking June 5th, 12th, and 13th off. I will be available by telephone and email. Please feel free to contact me with any questions or concerns

Jacob Stolberg

1. List of activities, and sports which I do

I do not participate in any sports, but I do actively help in volunteering throughout town and my religious community. I am a boy scout within Troop 123 of Leicester, and I have almost achieved the rank of Eagle Scout. I volunteer with LCAC, the Leicester Christmas Display, and many of the town events which we hold such as the Christmas in July, and Harvest Festival. I am also a team leader of altar servers for my church Our Lady of the Angels in Worcester.

2. Why I would like to be a liaison to the Board of Selectmen and what makes me a good candidate.

I would like to be a Liaison in order to benefit both the town and the school, giving back to the community that is immensely important to me. While I actively volunteer throughout the town at many of the events which we hold, I see many of the same adults involved in all manners of committees and organizations. I hope to help ease the stress off of the members of the board of selectman and be able to arrange ways which benefit both the school and the town as a whole. I believe that being a liaison will help me learn how to increase student involvement within our community as well and encourage student involvement in all aspects of the town. Being a liaison will also allow me to experience how the local government works and how to make an impact within the town, which is a great opportunity as local government was one of the career paths which I am considering pursuing for the future.

I believe that I will make a good liaison because I am very dependable, and trustworthy, as well as already being very involved with the town through volunteering. I have learned through school, scouting and helping around town, that dependability is a valuable trait to have, and if you ask anyone that I have helped in the past they can tell you that I am very dependable. Having worked with the town's councils and committees in the past will also help in carrying out the duties of liaison because I know how difficult and challenging it can be to get the information that is needed from the different departments and areas around town.

3. How I think this position should work, and how I believe the liaison can best help the students at Leicester High School

I think that this position should work as a bridge connecting the school and the selectboard, being able to form a strong connection between to two. Having a strong connection and being able to build ideas off of the two teams would allow for many things to be accomplished in the school district and the town. I believe that the liaison can best help the students at Leicester High by getting them involved within the town, as well as having their voices heard should the student body want changes to be brought to the school systems. Being able to bring forth legitimate concerns of the students would be my main priority. Just because the students may not be able to voice their concerns to the selectboard, they should still be able to give their opinions and concerns, even if they are voicing them through me.

Town of Leicester

Application for Employment

Instructions: Print clearly in black or blue ink. Complete all sections. Sign and date the form.

APPLICANT INFORMATION

Name: Benjamin Carlson

Street Address: _____

City, State, Zip Code Leicester, MA 01524

Mailing Address (if different): _____

Home Phone: _____ Other: _____

Email Address: _____

How were you referred to the Town of Leicester? Co-Worker

EMPLOYMENT POSITIONS

Position(s) for which you are applying: Season Help

Are you applying for: Regular full-time work Regular part-time work
 Temporary work Shift work

If hired, on what date would you be available for work? May 20, 2019

Are you on a lay-off and subject to recall? Yes No

Can you travel, if the job requires it? Yes No

PERSONAL INFORMATION

Have you ever applied to/worked for the Town of Leicester? Yes No

If yes, please explain (include date[s]): _____

I currently work for the Fire Department

Are you over the age of 18? (If under 18, hire is subject to verification of minimum legal age.)
 Yes No

If hired, would you be able to present evidence that you can legally work in the United States?

Yes No

Are you able to perform the essential functions of the job for which you are applying, either with/without reasonable accommodation? (See job description.) Yes No

Provide any additional job-related information you would like to have considered.

EDUCATION

Name and Address of School(s) – Did you Graduate? – Diploma/Degree

Saint John's High	No

Skills and Qualifications: Licenses, Training, Apprenticeships, Awards

Job related training in the United States Military

EMPLOYMENT HISTORY

Present or Last Position

Employer: Leicester Fire Department

Address: 3 Paxton Street

Supervisor: Benjamin Morris

Phone: 774-696-9295 Email:

Position Title: Recruit Dates Employed: 3/28/18- current

Responsibilities: Respond to emergency calls

Reason for Leaving:

Previous Position(s):

Employer: Dunkin' Donuts

Address: 1081 Main Street Leicester

Supervisor: Andrea Lusk

Phone: 508-216-6685 Email:

Position Title: Cashier Dates Employed: February 2019-current

Responsibilities: Serve customers

Reason for Leaving:

Employer: _____

Address: _____

Supervisor: _____

Phone: _____ Email: _____

Position Title: _____ Dates Employed: _____

Responsibilities: _____

Reason for Leaving: _____

Include resume for additional work history.

May we contact your present employer? <input checked="" type="radio"/> Yes <input type="radio"/> No
--

REFERENCES

Please provide the names, addresses, telephone numbers, email addresses (if available) of three references who are neither related to you nor previous employers.

1. Benjamin Morris _____

2. Michael Spaulding _____

_____ Tony Dupuis

3. _____

The Town of Leicester does not discriminate in hiring or employment on the basis of race, color, religious creed, national origin, sex, ancestry, sexual orientation, or on the basis of age or disability, as defined by law. No question on this application is intended to secure information to be used for such discrimination. This application will be given every consideration, but its receipt does not imply that the applicant will be employed.

It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liabilities.

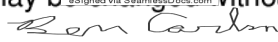
Applicant's Statement (*Please read carefully before signing.*)

I certify that answers given herein are true and complete to the best of my knowledge and I understand that any false or misleading answers or any omission or concealment of facts will disqualify me from consideration for employment or may result in my immediate discharge.

I hereby understand and acknowledge that unless otherwise defined by applicable law or collective bargaining agreement, any employee relationship with the Town of Leicester is of an "at will" nature and that no employment contract rights have been created. I understand and agree that this means the employee may resign at any time, for any reason, with or without advance notice and the employer may discharge the employee at any time, with or without cause and with or without advance notice. It is further understood that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of the Town of Leicester.

My purpose in filling out this application is to obtain the job for which I am applying, and I am available and willing to accept the position if it is offered to me.

I understand also, that I am required to abide by all rules and regulations of the employer, which may be changed without notice at the discretion of the Town.


Key: 6b018183e4b64f18906b06281ee3ba73

05/09/2019

Signature of Applicant

Date

For Personnel Department Use Only

Arrange Interview: Yes No

Remarks: _____

Employed: Yes No Date of Employment: _____

Job Title: _____ Department: _____

Hourly Rate/Salary: _____

Town of Leicester

Application for Employment

Instructions: Print clearly in black or blue ink. Complete all sections. Sign and date the form.

APPLICANT INFORMATION

Name: Antranic Bahnan

Street Address: _____

City, State, Zip Code Leicester MA 01524

Mailing Address (if different): _____

Home Phone: _____ Other: _____

Email Address: _____

How were you referred to the Town of Leicester? _____

EMPLOYMENT POSITIONS

Position(s) for which you are applying: Seasonal Highway Position

Are you applying for: Regular full-time work Regular part-time work
 Temporary work Shift work

If hired, on what date would you be available for work? April 22, 2019

Are you on a lay-off and subject to recall? Yes No

Can you travel, if the job requires it? Yes No

PERSONAL INFORMATION

Have you ever applied to/worked for the Town of Leicester? Yes No

If yes, please explain (include date[s]): _____

I am currently an on call Leicester Firefighter

Are you over the age of 18? (If under 18, hire is subject to verification of minimum legal age.)
 Yes No

If hired, would you be able to present evidence that you can legally work in the United States?

Yes No

Are you able to perform the essential functions of the job for which you are applying, either with/without reasonable accommodation? (See job description.) Yes No

Provide any additional job-related information you would like to have considered.
I have some skills working and doing heavy lifting from working at Saint Gobain. I was beginning training on forklifts and have some skill being a machinest

EDUCATION

Name and Address of School(s) – Did you Graduate? – Diploma/Degree

Leicester Highschool 174 Paxton Street Leicester

Skills and Qualifications: Licenses, Training, Apprenticeships, Awards

Job related training in the United States Military

EMPLOYMENT HISTORY

Present or Last Position

Employer: Leicester Fire Department

Address: 3 Paxton Street Leicester MA 01524

Supervisor: Ben Morris

Phone: _____ Email: _____

Position Title: Firefighter Dates Employed: 11/2018 to Present

Responsibilities: Respond to emergency calls where fire could be a threat.

Reason for Leaving: _____

Previous Position(s):

Employer: Saint-Gobain Abrasives

Address: 1 New Bond Street Worcester MA 01615

Supervisor: Eric Hunting

Phone: _____ Email: _____

Position Title: Kiln Machinest Dates Employed: 8/2017 to 4/2018

Responsibilities: Built units that were shipped into a kiln for smelting and I removed those

Reason for Leaving: _____
Seeking new opportunities

Employer: Market Basket

Address: 95 Sutton Ave Oxford MA 01540

Supervisor: Curtis Buedro

Phone: _____ Email: _____

Position Title: Produce Stocker Dates Employed: 11/2016 to 8/2017

Responsibilities: My job was keeping to floor clean aswell as stocking shelves in the produce

Reason for Leaving: _____

Include resume for additional work history.

May we contact your present employer? Yes No

REFERENCES

Please provide the names, addresses, telephone numbers, email addresses (if available) of three references who are neither related to you nor previous employers.

1. Joe Sliwoski High School Track Coach

2. Donna Church Volunteered together at APAW (American Poodles At

3. Mike Frannis worked together at Market Basket

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My purpose in filling out this application is to obtain the job for which I am applying, and I am available and willing to accept the position if it is offered to me.

I understand also, that I am required to abide by all rules and regulations of the employer, which may be changed without notice at the discretion of the Town.


Key: 6b018183e4b64f18906b06281ee3ba73

04/16/2019

Signature of Applicant

Date

For Personnel Department Use Only

Arrange Interview: Yes No

Remarks: _____

Employed: Yes No Date of Employment: _____

Job Title: _____ Department: _____

Hourly Rate/Salary: _____

Inquiry Reponse Yes

Board Name	AppName
AGENTS TO SELECT BOARD	Kenneth Antanavica
AGENTS TO SELECT BOARD	Paul Doray
AGENTS TO SELECT BOARD	Michael Fontaine
AGENTS TO SELECT BOARD	Craig Guertin
AGENTS TO SELECT BOARD	Alexander Samia
ANIMAL INSPECTOR	Janet King
BANDSTAND COMMITTEE	Judith C Ivel
CODE INSPECTION SERVICES	John P Dolen
CODE INSPECTION SERVICES	Dennis Harney
CODE INSPECTION SERVICES	John Markley
CODE INSPECTION SERVICES	Ronald Valinski, Jr.
CODE INSPECTION SERVICES	John P Zachariewicz
CONSERVATION COMMISSION	James A Cooper
CONSERVATION COMMISSION	JoAnn Schold
CONSTABLES	Paul Doray
CONSTABLES	Michael Fontaine
CONSTABLES	Craig Guertin
CONSTABLES	Elizabeth A Henry
CONSTABLES	Gregory J Kemp
CONSTABLES	Alexander Samia
COUNCIL ON AGING	Joanne C Rose
COUNCIL ON AGING	Jane S Todd
ECONOMIC DEVELOPMENT COMMITTEE	Leona R Anderson
ECONOMIC DEVELOPMENT COMMITTEE	Erik Duane Lerdal
EMERGENCY MEDICAL SERVICES	Robert F Wilson
HEALTH INSURANCE ADVISORY COMMITTEE	Joanne Hovagimian
HISTORICAL COMMISSION	Jason D Grimshaw
KEEP LEICESTER GREEN COMMITTEE	Janice M Parke
MEMORIAL DAY COMMITTEE	J. Donald Lennerton, Jr.

Board Name	AppName
MEMORIAL DAY COMMITTEE	Patrick M McKeon
MEMORIAL DAY COMMITTEE	Bruce W Swett
PARKING & TICKETS HEARING OFFICER	Theodore P Antanavica
PARKS & RECREATION COMMITTEE	Nancy Ortiz
PARKS & RECREATION COMMITTEE	Joanne Peterson-Bernier
RECYCLING COMMITTEE	James T Buckley
RECYCLING COMMITTEE	Peggy J Conley
RECYCLING COMMITTEE	Sherice Rose Conley
RECYCLING COMMITTEE	Arthur F Croteau, Jr.
RECYCLING COMMITTEE	Patricia Daige-Langlois
RECYCLING COMMITTEE	Barbara E Knox
RECYCLING COMMITTEE	John Marengo
RECYCLING COMMITTEE	Stephen F Monahan
RECYCLING COMMITTEE	Sharon J Nist
RECYCLING COMMITTEE	David C Parke
RECYCLING COMMITTEE	Janice M Parke
RECYCLING COMMITTEE	Kurt Parliament
RECYCLING COMMITTEE	Paul A Ravina
RECYCLING COMMITTEE	Raymond N Ronander
RECYCLING COMMITTEE	Gregory Stephanos
RECYCLING COMMITTEE	Judith A VanHook
RECYCLING COMMITTEE	Brian P Whitney
RECYCLING COMMITTEE	Maureen A Whitney
RECYCLING COMMITTEE	Carl E Wicklund, Jr.
REGISTRAR OF VOTERS	Michael R Curtis
RIGHT -TO-KNOW OFFICER	David Genereux
TOWN COUNSEL	Petrini & Associates
VETERANS' GRAVES REGISTRATION OFFICER	Bruce W Swett
ZONING BOARD OF APPEALS-ALTERNATES	Richard D Johnston

Inquiry Reponse No

Board Name	AppName
ADA COORDINATOR	Kristen Forsberg
BURNCOAT POND WATERSHED DISTRICT	Douglas A Belanger
CENTRAL MASS RESOURCE RECOVERY COMMITTEE	Ruth L Kaminski
WORCESTER AIRPORT ADVISORY COMMITTEE	Douglas A Belanger
ZONING BOARD	David N Kirwan

Town of Leicester

Roster All Boards and Commissions-Appointed

Appointing Authority: **Select Board**

Date Printed: May 30, 2019

AGENTS TO SELECT BOARD

	Position	Status	Start Date	Term End
Kenneth Antanavica	Employee	Appointed	7/9/2018	6/30/2019
Paul Doray	Employee	Appointed	7/9/2018	6/30/2019
Michael Fontaine	Employee	Appointed	7/9/2018	6/30/2019
Craig Guertin	Employee	Appointed	7/9/2018	6/30/2019
Alexander Samia	Employee	Appointed	7/9/2018	6/30/2019

AGRICULTURAL COMMISSION

	Position	Status	Start Date	Term End
Kim L Miczek	Vice-Chair	Appointed	7/1/2016	6/30/2019
Suzanne Sears	Alternate	Appointed	7/1/2016	6/30/2019

ANIMAL INSPECTOR

	Position	Status	Start Date	Term End
Janet King	Employee	Appointed	7/1/2018	6/30/2019

BANDSTAND COMMITTEE

	Position	Status	Start Date	Term End
Paul A Fontaine		Appointed	7/1/2016	6/30/2019
Judith C Ivel	Chair	Appointed	7/1/2016	6/30/2019

BURNCOAT POND WATERSHED DISTRICT

	Position	Status	Start Date	Term End
Douglas A Belanger	Member	Appointed	7/1/2018	6/30/2019

BY-LAW COMMITTEE

	Position	Status	Start Date	Term End
Robert A Alves		Appointed	7/1/2016	6/30/2019
Marjorie A Cooper		Appointed	7/1/2016	6/30/2019

CODE INSPECTION SERVICES

	Position	Status	Start Date	Term End
John P Dolen	Employee	Appointed	7/1/2018	6/30/2019
Dennis Harney	Employee	Appointed	7/1/2018	6/30/2019
John Markley	Employee	Appointed	7/1/2018	6/30/2019
Matthew McCue	Employee	Appointed	7/1/2018	6/30/2019
Ronald Valinski, Jr.	Employee	Appointed	7/1/2018	6/30/2019
John P Zachariewicz	Employee	Appointed	1/7/2019	6/30/2019

CONSERVATION COMMISSION

	Position	Status	Start Date	Term End
James A Cooper		Appointed	7/1/2016	6/30/2019
JoAnn Schold		Appointed	7/1/2016	6/30/2019

CONSTABLES

	Position	Status	Start Date	Term End
Elizabeth A Henry	Acting	Appointed	7/9/2018	6/30/2019
Gregory J Kemp	Acting	Appointed	7/9/2018	6/30/2019

COUNCIL ON AGING

	Position	Status	Start Date	Term End
Joanne C Rose		Appointed	7/1/2016	6/30/2019
Jane S Todd		Appointed	7/1/2016	6/30/2019
Ann Marie Walsh-Pierozzi		Appointed	7/1/2016	6/30/2019

ECONOMIC DEVELOPMENT COMMITTEE

	Position	Status	Start Date	Term End
Alaa Malek Abusalah	Chair	Appointed	7/1/2018	6/30/2019
Leona R Anderson	Member	Appointed	7/1/2018	6/30/2019
Harry R Brooks	Member	Appointed	7/1/2018	6/30/2019
Erin M Jansky	Member	Appointed	7/1/2018	6/30/2019
Erik Duane Lerdal	Member	Appointed	7/1/2018	6/30/2019
Adam J Menard	Member	Appointed	7/1/2018	6/30/2019
Sarah K Miller	Alternate	Appointed	7/1/2018	6/30/2019
Dianna Provencher	Member	Appointed	7/1/2018	6/30/2019
Sarah Taylor	Member	Appointed	7/1/2018	6/30/2019

EMERGENCY MEDICAL SERVICES

	Position	Status	Start Date	Term End
Michael A Franklin	Employee	Appointed	7/1/2018	6/30/2019
Robert F Wilson	Employee	Appointed	7/1/2018	6/30/2019

HEALTH INSURANCE ADVISORY COMMITTEE

	Position	Status	Start Date	Term End
Elizabeth A Cooper	Employee	Appointed	7/1/2018	6/30/2019
David Genereux		Ex-Officio		6/30/2019
Suzanne C Hall	Employee	Appointed	7/1/2018	6/30/2019
Joanne Hovagimian	Employee	Appointed	7/1/2018	6/30/2019
Judith C Ivel	Employee	Appointed	7/1/2018	6/30/2019
Brian M Knott	Employee	Appointed	7/1/2018	6/30/2019
Diane L Moffat	Employee	Appointed	7/1/2018	6/30/2019
Derrick Ruth	Member	Appointed	5/6/2019	6/30/2019
Kelley Southwick	Employee	Appointed	7/1/2018	6/30/2019
Marilyn Tencza		Ex-Officio		6/30/2019

HISTORICAL COMMISSION

	Position	Status	Start Date	Term End
Jason D Grimshaw		Appointed	7/1/2016	6/30/2019
J. Donald Lennerton, Jr.		Appointed	7/1/2016	6/30/2019

KEEP LEICESTER GREEN COMMITTEE

	Position	Status	Start Date	Term End
Dennis P Griffin	Employee	Appointed	7/1/2018	6/30/2019
Janice M Parke	Member	Appointed	7/1/2018	6/30/2019
Judith A VanHook	Member	Appointed	7/1/2018	6/30/2019
Glenda Williamson	Member	Appointed	7/1/2018	6/30/2019

MBTA ADVISORY BOARD

	Position	Status	Start Date	Term End
Brian P Green		Appointed	7/1/2018	6/30/2019
Sandra M Wilson		Appointed	7/1/2018	6/30/2019

MEMORIAL DAY COMMITTEE

	Position	Status	Start Date	Term End
Thomas Brennan	Member	Appointed	5/6/2019	6/30/2019
Jon Clark	Member	Appointed	7/1/2018	6/30/2019
William C Hawes	Member	Appointed	7/1/2018	6/30/2019
J. Donald Lennerton, Jr.	Member	Appointed	7/1/2018	6/30/2019
Mark B McCue	Member	Appointed	7/1/2018	6/30/2019
Patrick M McKeon	Member	Appointed	7/1/2018	6/30/2019
Bruce W Swett	Chair	Appointed	7/1/2018	6/30/2019

PARKING & TICKETS HEARING OFFICER

	Position	Status	Start Date	Term End
Theodore P Antanavica	Acting	Appointed	7/1/2018	6/30/2019

PARKS & RECREATION COMMITTEE

	Position	Status	Start Date	Term End
Paul C Davis	Member	Appointed	7/1/2018	6/30/2019
Jessica Margadonna	Member	Appointed	11/19/2018	6/30/2019
Leonard G Margadonna	Member	Appointed	7/1/2018	6/30/2019
Patrick J McKay	Chair	Appointed	7/1/2018	6/30/2019
Nancy Ortiz	Member	Appointed	7/1/2018	6/30/2019
Joanne Peterson-Bernier	Member	Appointed	7/1/2018	6/30/2019
Robert P Pingeton	Member	Appointed	7/1/2018	6/30/2019

RECYCLING COMMITTEE

	Position	Status	Start Date	Term End
David A Benoit		Appointed	7/1/2018	6/30/2019
Rebecca Benoit		Appointed	7/1/2018	6/30/2019
James T Buckley		Appointed	7/1/2018	6/30/2019
Fran Conley		Appointed	7/1/2018	6/30/2019
Peggy J Conley		Appointed	7/1/2018	6/30/2019
Sherice Rose Conley		Appointed	7/1/2018	6/30/2019
Arthur F Croteau, Jr.		Appointed	7/1/2018	6/30/2019
Patricia Daige-Langlois		Appointed	7/1/2018	6/30/2019
Robin A Granville		Appointed	7/1/2018	6/30/2019
Vaughn N Hathaway		Appointed	7/1/2018	6/30/2019
Ruth L Kaminski	Chair	Appointed	7/1/2018	6/30/2019
Barbara E Knox		Appointed	7/1/2018	6/30/2019
John Marengo		Appointed	7/1/2018	6/30/2019
Charlotte Meyers		Appointed	7/1/2018	6/30/2019
Patricia A Meyers		Appointed	7/1/2018	6/30/2019
Stephen F Monahan		Appointed	7/1/2018	6/30/2019
Travis Mondor		Appointed	7/1/2018	6/30/2019
Mary E Moore		Appointed	7/1/2018	6/30/2019
Marybeth Nadeau		Appointed	7/1/2018	6/30/2019
Sharon J Nist		Appointed	7/1/2018	6/30/2019
David C Parke		Appointed	7/1/2018	6/30/2019
Janice M Parke		Appointed	7/1/2018	6/30/2019
Kurt Parliament		Appointed	7/1/2018	6/30/2019
Paul A Ravina		Appointed	7/1/2018	6/30/2019
Joseph J Richardson		Appointed	7/1/2018	6/30/2019
Lori Rocheleau		Appointed	7/1/2018	6/30/2019
Raymond N Ronander		Appointed	7/1/2018	6/30/2019
Suzanne Sears		Appointed	7/1/2018	6/30/2019
Karen A Sheldon		Appointed	7/1/2018	6/30/2019
James Souza		Appointed	7/1/2018	6/30/2019
Gregory Stephanos		Appointed	7/1/2018	6/30/2019

Appointing Authority: **Select Board**

Date Printed: May 30, 2019

Judith A VanHook	Appointed	7/1/2018	6/30/2019
Brian P Whitney	Appointed	7/1/2018	6/30/2019
Maureen A Whitney	Appointed	7/1/2018	6/30/2019
Carl E Wicklund, Jr.	Appointed	7/1/2018	6/30/2019
Cheryl Wilson	Appointed	7/1/2018	6/30/2019
Charles R Wisniewski	Appointed	7/1/2018	6/30/2019

REGISTRAR OF VOTERS

	Position	Status	Start Date	Term End
Michael R Curtis	Member	Appointed	1/4/2016	6/30/2019

RIGHT -TO-KNOW OFFICER

	Position	Status	Start Date	Term End
David Genereux	Employee	Appointed	7/1/2018	6/30/2019

ROAD CONVERSION COMMITTEE

	Position	Status	Start Date	Term End
Nicholas Casello	Member	Re-Appointed	7/1/2018	6/30/2019
Dennis P Griffin	Employee	Appointed	7/1/2018	6/30/2019
Dianna Provencher	Member	Appointed	7/1/2018	6/30/2019

TOWN COUNSEL

	Position	Status	Start Date	Term End
Petrini & Associates	Acting	Appointed	7/1/2018	6/30/2019

VETERANS' GRAVES REGISTRATION OFFICER

	Position	Status	Start Date	Term End
Bruce W Swett	Acting	Appointed	7/1/2018	6/30/2019

WORCESTER AIRPORT ADVISORY COMMITTEE

	Position	Status	Start Date	Term End
Douglas A Belanger	Member	Appointed	7/1/2014	6/30/2019

WORCESTER COUNTY SELECTMEN'S ASSOCIATION

	Position	Status	Start Date	Term End
Brian P Green	Member	Appointed	7/1/2018	6/30/2019
Dianna Provencher	Chair	Appointed	7/1/2018	6/30/2019

ZONING BOARD

Mary E Moore

Position	Status	Start Date	Term End
	Appointed		6/30/2019

ZONING BOARD OF APPEALS-ALTERNATES

Richard D Johnston

Position	Status	Start Date	Term End
Alternate	Appointed	7/1/2016	6/30/2019

Town of Leicester

Roster All Boards and Commissions-Appointed

Appointing Authority: **Multi Board**

Date Printed: May 30, 2019

CENTRAL MASS REGIONAL PLANNING COMMISSION

		Position	Status	Start Date	Term End
Dennis P Griffin	Highway Superintendent	Employee	Appointed	7/1/2018	6/30/2019
Debra L Friedman	Planning Board Rep	Member	Appointed	7/1/2018	6/30/2019
Brian P Green	Select Board Rep	Member	Appointed	7/1/2018	6/30/2019

CIPC - ONE YEAR TERMS

	Position	Status	Start Date	Term End
Harry R Brooks	Member	Appointed	7/1/2018	6/30/2019
Brian P Green	Member	Appointed	7/1/2018	6/30/2019
Bonita J Keefe-Layden	Member	Appointed	7/1/2018	6/30/2019
Sharon J Nist	Member	Appointed	7/1/2018	6/30/2019
David White	Member	Appointed	7/1/2018	6/30/2019

EMERGENCY PLANNING COMMITTEE

	Position	Status	Start Date	Term End
Alissa Errede	Member	Appointed	7/1/2018	6/30/2019
David Genereux	Employee	Appointed	7/1/2018	6/30/2019
Dennis P Griffin	Employee	Appointed	7/1/2018	6/30/2019
Craig Guertin	Employee	Appointed	7/1/2018	6/30/2019
Christopher M Montiverdi	Member	Appointed	7/1/2018	6/30/2019
Art Paquette	Member	Appointed	7/1/2018	6/30/2019
Stephen R Parretti	Member	Appointed	7/1/2018	6/30/2019
Dianna Provencher	Member	Appointed	7/1/2018	6/30/2019
Vacancy	Member	Vacant	7/1/2018	6/30/2019
David White	Member	Appointed	7/1/2018	6/30/2019
Robert F Wilson	Employee	Appointed	7/1/2018	6/30/2019
Sandra M Wilson	Member	Appointed	7/1/2018	6/30/2019

FINANCE ADVISORY BOARD

	Position	Status	Start Date	Term End
Dennis M McGrail	Clerk	Appointed		6/30/2019
Vacancy				6/30/2019

Deborah T. Jankowski
Robert J. Spencer
Danielle S. Michaud

Tel (413) 549-0041
Fax (413) 549-3818
rjs@jsamherst.com

April 17, 2019

Via Hand Delivery

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

**RE: Notice of Intent to Convert Forest Land for Commercial Purposes
Parcels 14-A-4.2 (1.86 acres), 14-A-4.3 (1.86 acres) and 14-A-4 (23.95 acres)
Chapel and Mulberry Streets, Leicester, MA**

Dear Board Members:

This letter is on behalf of Mulberry Street, LLC, a Massachusetts limited liability company, with an address of 350 Leicester Street, Auburn, MA 01501 (the "Owner") (Tel # 508-832-8087), owner of three parcels of land, comprising 27.67 acres, more or less, located on the easterly side of Chapel and Mulberry Streets, and shown as Parcels 14-A-4.2 (1.86 acres), 14-A-4.3 (1.86 acres) and 14-A-4 (23.95 acres) on an unrecorded plan of land dated August 10, 2018 (the "Parcels"). A copy of the plan is submitted with this letter as Exhibit 1. The Parcels are also shown as Parcels 14-A-4.2, 14-A-4.3 and 14-A-4 on Town of Leicester Assessors' Map 14. A copy of the map is submitted with this letter as Exhibit 2. The Parcel is encumbered by a G.L. c. 61 Forest Land Tax Lien to the Town of Leicester dated May 11, 2011, and recorded in the Worcester Southern District Registry of Deeds in Book 47424, Page 50. The Parcels comprise portions of the land described in deeds recorded in said Registry in Book 33207, Page 144 and Book 56421, Page 348. This letter constitutes statutory notice that the Owner intends to convert the Parcels to a commercial solar power use.

The Town possesses an option under G.L. c. 61, § 8 to purchase the Parcels at full and fair market value as determined by an impartial appraisal by a certified appraiser. Upon an agreement on a purchase price with the landowner pursuant to the statutory appraisal process, the Town has 120 days to exercise its option. The Owner would appreciate an early decision in this case if at all possible. I have attached a draft notice of non-exercise for your convenience and use if needed.

If you have any questions whatsoever, please do not hesitate to contact me. Your cooperation is very much appreciated.

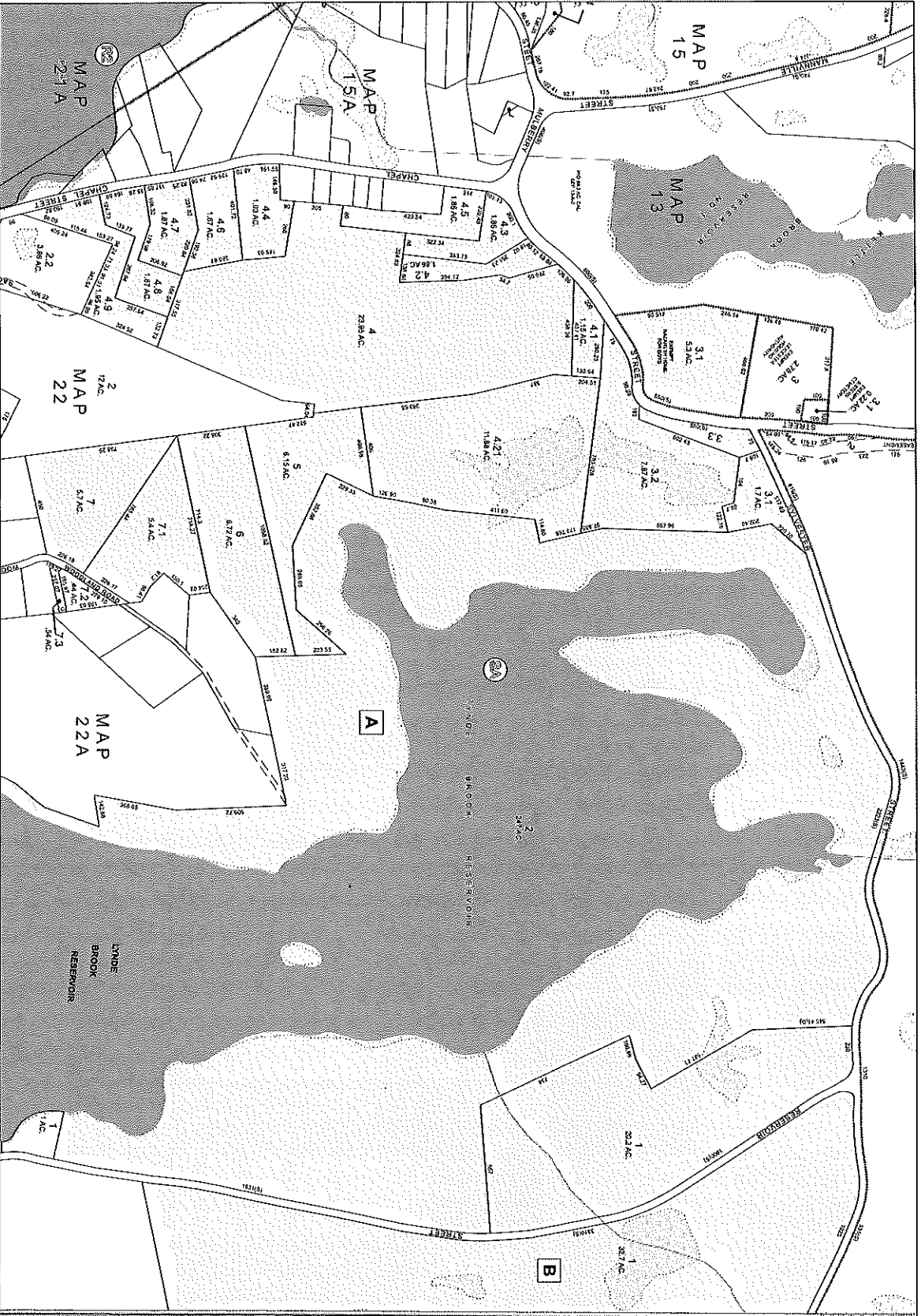
Very truly yours,

A handwritten signature in black ink, appearing to be 'R. Spencer', written in a cursive style.

Robert J. Spencer

enclosures

xc: Planning Board (hand delivery)
Board of Assessors (hand delivery)
Conservation Commission (hand delivery)
State Forester (by certified mail)



FOR TAX PURPOSES ONLY

THIS DATA IS FOR ASSESSMENT PURPOSES. IT IS NOT TO BE USED FOR LEGAL DESCRIPTION OR CONVEYANCE.

THE HORIZONTAL DATUM IS THE MASSACHUSETTS STATE PLANE COORDINATE SYSTEM, NAD 83.

PRODUCED IN 2014 BY
CMAP
 2 WASHINGTON SQUARE, JUNIOR STATION
 WORCESTER, MA 01604

LEGEND

PROPERTY LINES: ———
 MAP POLYS: ———
 EASEMENTS: - - - - -
 SCHEMPT PROPERTY: [Symbol]
 TOWN BOUNDARY: [Symbol]

WATERS: [Symbol]
 STREAMS: [Symbol]
 WETLANDS: [Symbol]

RAILROAD: [Symbol]
 ZONING DISTRICTS: [Symbol]

TOWN OF LEICESTER
 BOARD OF ASSESSORS
 LEICESTER, MASS.

REVISED TO: JANUARY 1, 2014

MAP NO. **014**

SCALE 1" = 200' TYP

Exhibit 2

Notice of Non-Exercise of Option

May , 2019

Mulberry Street, LLC
c/o Robert J. Spencer., Esq.
Jankowski and Spencer, P.C.
6 University Drive, Suite 201
Amherst, MA 01002

**RE: Notice of Intent to Convert Forest Land for Commercial Purposes
Parcels 14-A-4.2 (1.86 acres), 14-A-4.3 (1.86 acres) and 14-A-4 (23.95 acres)
Chapel and Mulberry Streets, Leicester, MA**

Dear Attorney Spencer:

This letter is to acknowledge receipt of the above referenced Notice of Intent in accordance with the provisions of G.L. c. 61, § 8, with respect to the proposed conversion of three parcels of land, comprising 27.67 acres, more or less, located on the easterly side of Chapel and Mulberry Streets, and shown as Parcels 14-A-4.2 (1.86 acres), 14-A-4.3 (1.86 acres) and 14-A-4 (23.95 acres) on an unrecorded plan of land dated August 10, 2018 (the "Parcels"). The Parcels are also shown as Parcels 14-A-4.2, 14-A-4.3 and 14-A-4 on Town of Leicester Assessors' Map 14. A copy of the map is submitted with this letter as Exhibit 2 a 37.269 acre parcel of land shown as Parcel 83.3 on Town of Warren Assessors' Map 11, which is currently valued, assessed, and taxed on the basis of their forest use pursuant to G.L. c. 61 (the "Parcel"). The Parcel is encumbered by a G.L. c. 61 Forest Land Tax Lien to the Town of Leicester dated May 11, 2011, and recorded in the Worcester Southern District Registry of Deeds in Book 47424, Page 50. The Parcels comprise portions of the land described in deeds recorded in said Registry in Book 33207, Page 144 and Book 56421, Page 348.

Please be advised that the Town of Leicester will not exercise its option to purchase the Parcels in accordance with the provisions of G.L. c. 61, § 8, and hereby waives the 120 day period during which such option may be exercised.

In Witness Whereof, we the undersigned, constituting a majority of the Select Board of the Town of Leicester, Massachusetts, hereby set out hands and the seal of the Town of Leicester this ___ day of May, 2019.

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this ___ day of May, 2019, before me, the undersigned notary public, personally appeared the above named members of the Town of Leicester Select Board, who are personally known to me to be the persons whose names are signed on the preceding document, and they acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Town of Leicester.

Notary Public:
My commission expires:

From: [Prescott, John](#)
To: [Forsberg, Kristen](#)
Subject: RE: Chapter 61A Conversion Request
Date: Thursday, April 25, 2019 2:24:56 PM

I am all set with this and will process the rollback taxes after the Select Board acts on the request. I believe the Select Board signed off on these parcels in 2015 but since that project failed to move forward at that time a current sign off on the option is necessary.

Thanks,
J

-----Original Message-----

From: Forsberg, Kristen <forsbergk@leicesterma.org>
Sent: Thursday, April 25, 2019 1:33 PM
To: Buck, Michelle <BuckM@leicesterma.org>; Prescott, John <jPrescott@leicesterma.org>
Subject: Chapter 61A Conversion Request

Hi Michelle and John,

Could you please provide a recommendation on this request from the Board of Assessors, the Planning Board and the Conservation Commission? I would like to put this on the May 6th Board agenda but realize that might not be enough time for your groups to meet. Please advise. Thanks,

Kristen L. Forsberg, MPA & MCPPO
Assistant to the Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524
508-892-7077
*Please note we are closed on Fridays

-----Original Message-----

From: ricoh1@leicesterma.org <ricoh1@leicesterma.org>
Sent: Tuesday, April 23, 2019 10:55 AM
To: Forsberg, Kristen <forsbergk@leicesterma.org>
Subject: Message from "RNP002673F68392"

This E-mail was sent from "RNP002673F68392" (MP 2555).

Scan Date: 04.23.2019 10:46:56 (-0400)
Queries to: ricoh1@leicesterma.org

From: [Buck, Michelle](#)
To: [Forsberg, Kristen](#)
Subject: Ch. 61 Chapel & Mulberry
Date: Thursday, May 23, 2019 4:00:13 PM

The Planning Board discussed the Notice to Convert Forest Land for commercial Purposes for property at Chapel & Mulberry Street (Map 14, 4.2, A4.3, and A4) at their meeting of May 21, 2019 and have no objection to this conversion.

Michelle R. Buck, AICP
Leicester Town Planner/Director of Inspectional Services
508-892-7007
buckm@leicesterma.org

Please note that Leicester Town Hall is closed on Fridays.

From: [Buck, Michelle](#)
To: [Forsberg, Kristen](#)
Subject: Ch. 61 Chapel & Mulberry
Date: Thursday, May 16, 2019 3:56:02 PM

The Conservation Commission discussed the Notice to Convert Forest Land for commercial Purposes for property at Chapel & Mulberry Street (Map 14, 4.2, A4.3, and A4) at their meeting of May 15, 2019 and have no objection to this conversion. The Planning Board will discuss the matter on May 21, 2019.

Michelle R. Buck, AICP
Leicester Town Planner/Director of Inspectional Services
508-892-7007
buckm@leicesterma.org

Please note that Leicester Town Hall is closed on Fridays.

TOWN OF LEICESTER

DATE: JUNE 3, 2019

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

Quality Contracting Inc.
["Contractor"]

Jim Reinke – Service Manager

534 Cambridge Street

Worcester, MA 01610

508-756-8800
[Telephone Number]

jreinke@qualitycontracting.us
[Email]

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

Emergency services, installation, maintenance & repair services for general construction & carpentry in Town/School owned buildings.

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

Labor rate of \$92.50 per hour during normal business hours. Other terms and fees as stipulated on attached bid form. Contract is not for a set prices; rather an hourly rate for work as needed.

3. Payment will be made as follows:

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

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

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: Services shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 2, 2020, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

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

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

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

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

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

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

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

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

15. Condition of Enforceability against the Town:

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

16. Corporate Contractor:

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

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

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

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, it's or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

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

20. Insurance

20.1 Workers Compensation Insurance:

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

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

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

20.2 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$250,000 per occurrence and \$1,000,000 annual aggregate for property damage and \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, which shall include the Town of Leicester as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including

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

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

All policies shall identify the Town as an additional insured (except Workers' Compensation) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

21. No Employment

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

22. Payment

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

23. Waiver and Amendment

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

24. Severability

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

25. Forum and Choice of Law

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

26. Notices

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

27. Binding on Successors:

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

28. Entire Agreement:

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

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____

_____ does hereby certify under the pains and penalties of

perjury that _____ has
name of contractor

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

Town of Leicester
May 22 2019 at 11:30am
22

Carpentry Bid Opening

Company Name	Company Address	Bid deposit? Y/N	Total Bid
Quality Contracting	534 Cambridge St Worcester, MA 01610	Y	\$92.50 / Yr 1 \$93.89 / Yr 2
Stetson Contracting Inc.	18 Sutton Ave Oxford, MA 01540	Y	\$114 / Yr 1 \$115.71 / Yr 2

General Carpentry – Town of Leicester

BID FORM

Office of the Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524

The undersigned proposes to provide Emergency Services, Installation, Maintenance and Repair Services for General Carpentry for the Town of Leicester as follows, using licensed technicians.

Please identify whether the Bidder is DECAMM Certified X Yes _____ No

Response time for Emergencies to the Town of Leicester: 2 hours

YEAR 1:

Normal Hourly Rate (Monday – Friday):

\$ 92.50 per hour x estimation of 100 hours annually = \$ 9,250.00

The contractor shall be entitled to a 15% mark up for sub-contractors and 10% mark up for materials.

For Billing Purposes:

<i>Hourly Rate outside normal business hours (5:00p.m – 7:00a.m.)</i>	= \$ <u> Hourly Rate </u> for
<i>weekends (mid-night Friday until 7:00a.m. Monday)</i>	= \$ <u> 138.75 </u> Hourly Rate for
<i>holidays*</i>	= \$ <u> 138.75 </u>
<i>Normal travel charges</i>	= \$ <u> 0 </u>
<i>Any other standard charges (tools, truck, other)</i>	= \$ <u> 0 </u>

YEAR 2: (1.5% increase over Year 1)

Normal Hourly Rate (Monday – Friday):

\$ 93.89 per hour x estimation of 100 hours annually = \$ 9,389.00

The contractor shall be entitled to a 15% mark up for sub-contractors and 10% mark up for materials

For Billing Purposes:

<i>Hourly Rate outside normal business hours (5:00p.m – 7:00a.m.)</i>	= \$ <u> Hourly Rate </u> for
<i>weekends (mid-night Friday until 7:00a.m. Monday)</i>	= \$ <u> 140.84 </u> Hourly Rate for
<i>holidays*</i>	= \$ <u> 140.84 </u>
<i>Normal travel charges</i>	= \$ <u> 0 </u>
<i>Any other standard charges (tools, truck, other)</i>	= \$ <u> 0 </u>

General Carpentry – Town of Leicester

YEAR 3: (1.5% increase over Year 2)

Normal Hourly Rate (Monday – Friday):

\$ 95.30 per hour x estimation of 100 hours annually = \$ 9,530.00

The contractor shall be entitled to a 15% mark up for sub-contractors and 10% mark up for materials


For Billing Purposes:

<i>Hourly Rate outside normal business hours (5:00p.m – 7:00a.m.) = \$</i>	<u>Hourly Rate for</u>
<i>weekends (mid-night Friday until 7:00a.m. Monday) = \$</i>	<u>Hourly Rate for</u>
<i>holidays*</i>	= \$ <u>142.95</u>
<i>Normal travel charges</i>	= \$ <u>0</u>
<i>Any other standard charges (tools, truck, other)</i>	= \$ <u>0</u>

*Please indicate number of holidays: 6

Please list holidays observed:

<u>New Years Day</u>	_____
<u>Memorial Day</u>	_____
<u>Independence Day</u>	_____
<u>Labor Day</u>	_____
<u>Thanksgiving</u>	_____
<u>Christmas Day</u>	_____

Signature: 

Address: 534 Cambridge Street

Title: President

Worcester, MA 01610

Company: Quality Contracting Inc.

Date Signed 5/20/19

Telephone: 508.756.8800

TOWN OF LEICESTER

AFFIDAVIT OF NON-COLLUSION

Non-Collusion Affidavit of Prime Bidder

State of Massachusetts

County of Worcester

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

(Signed) *[Handwritten Signature]*

President
Title

Subscribed and sworn to me before this 20th day of May, 2019.

[Handwritten Signature]
Notary Public

My Commission expires: 10/1/2021



TATIANA DOTY
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 1, 2021

TOWN OF LEICESTER
Leicester, Massachusetts

ATTESTATION CERTIFICATION

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

04-3553992
Social Security or
Federal Identification #

Quality Contracting Inc.
Signature of Individual or Corporate
Name

By: _____
Corporate Officer

Date: _____

(PLEASE PRINT)

BUSINESS NAME Quality Contracting Inc.

STREET ADDRESS 534 Cambridge Street

P.O. BOX _____

CITY, STATE, ZIP Worcester, MA 01610

PROFESSIONAL PRACTICE STATEMENT

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

Date: 5/20/19

Quality Contracting Inc.
Name of Bidder

By: 

Todd Ostrokolowicz, President
(Print) Title and name of person signing

534 Cambridge Street
Business Address

508.756.8800
Telephone #

Worcester, MA 01610
City, State, Zip

**Performance References from Massachusetts Public School Systems
and/or
Massachusetts Municipal or State Organizations**

#1

Contact Robert Frieswick
Company Nashoba Regional School District
Address 50 Mechanic Street, Bolton, MA 01740
Telephone 774.696.6527

#2

Contact Yvette Dyson
Company Worcester Common Ground
Address 5 Piedmont Street, Worcester, MA 01610
Telephone 508.754.0908

#3

Contact Steven Teasdale
Company Main South CDC
Address 875 Main Street, Worcester, MA 01610
Telephone 508.752.6181

#4

Contact Charles Schultz
Company Town of Ayer
Address 1 Main Street, Ayer, MA 01432
Telephone 978.772.8214

#5

Contact Marc Dohan
Company NewVue Communities
Address 470 Main Street, Fitchburg, MA 01420
Telephone 978.342.9561



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

May 29, 2019

To: Select Board
David Genereux, Town Administrator

Re: Chapter 90 Work to be Performed 2019 Season
(\$150,000) Complete Streets Grant Common/Washburn Square

- Crack Sealing – Contract - \$75,000
 - Marshall Street
 - Hemlock Street
 - White Birch Street
 - Charles Street
 - Rawson Street
 - Pine Street
 - Senior Center Parking Lot
 - Henshaw Street
- Dump Body – Replacement - \$61,375
- 84” Power Angle Grader Blade - \$5,500 (for private roads)
- Line Painting Mains/Secondaries/Stop Lines
 - The Manual on Uniform Traffic Control Devices (MUTCD) for streets and highways does not recognize single lines as acceptable under the standards. All secondary roads will be painted with double yellow lines.
 - See attached list
- Crosswalks
 - See attached list
- Miscellaneous Drainage Improvements
 - Address failed crossover pipes and failed drainage structures (catch basins) in multiple locations
- Small Pavement Repairs (late season)

Regards,

Dennis Griffin, Highway Superintendent

DOUBLE YELLOW LINE

Auburn Street – approx. 10,080’ from Main St (Rt 9) to Stafford St
Baldwin Street – approx. 6,600’ River St to Spencer line
Charlton Street – approx. 5,808’ River St to Charlton line
Henshaw Street – approx. 10,560’ from Main St (Rt 9) to Stafford St
Huntoon Hwy (Rt 56) – approx. 10,760’ Pleasant St to Oxford line
Marshall Street – approx. 14,000’ Paxton line to Worcester line
Mill Street – approx. 1,850’ Stafford St to Oxford line
Old Main Street – approx. 900’ Main St (Rt 9) to Main St (Rt 9)
Paxton Street (Rt 56) – approx. 10,244’ Hyland Ave to Paxton line
Pine Street – approx. 16,440’ from Rt 9 to Spencer line
Pleasant Street – approx. 21,450’ Main St (Rt 9) to Oxford line
River Street – approx. 8,680’ Pine St to Pleasant St
Stafford Street – approx. 20,492’ Worcester line to Oxford line
Whittemore Street – approx. 15,770’ from Paxton St (Rt 56) to Paxton line
Winslow Ave – approx. 3,850’ Paxton St (Rt 56) to Old Main St

WHITE EDGE LINE

Huntoon Hwy (Rt 56) – Pleasant St to Oxford line
Marshall Street – Paxton line to Worcester line
Mill Street – Stafford St to Oxford line
Old Main Street – Main St (Rt 9) to Main St (Rt 9)
Paxton Street (Rt 56) – Hyland Ave to Paxton line
Pleasant Street – Main St (Rt 9) to Oxford line
Stafford Street – Worcester line to Oxford line
Winslow Ave – Paxton St (Rt 56) to Old Main St

STOP LINES

STOP LINES AT INTERSECTION	DIRECTION	# of LINES
Baldwin at River St	East/West	2
Clark St @ Huntoon Hwy (Rt 56)	East/West	2
Marshall St at Paxton St (Rt 56)	East/West	2
Pleasant & Stafford Sts	North/East	2
River St at Pine St	North	1
Huntoon Hwy & Pleasant St	North	1

CROSSWALKS

CROSSWALK LOCATIONS	CURB TO CURB WHITE LINES WITH 5' GREEN CENTER	STOP LINE WITH CURB TO CURB WHITE CROSSWALK LINES
Huntoon Hwy (Rt 56) at Stafford St		4
Pleasant St @ Craig St	1	
Pleasant St (Rt 56) @ Hillcrest C.C.	2	
Pleasant St (Rt 56) @ Laurelwood Ave	1	
Pleasant St @ Stafford St (south)	1	
Stafford St @ Pleasant St (west)	1	
Stafford St @ Rochdale Park	1	
Winslow Ave @ Middle School	1	

To: Select Board

From: Dennis Griffin
Highway Superintendent

Date: May 30, 2019

Re: Annual Bids

I recommend the following companies be awarded the bids in the best interest of the Town of Leicester:

1) Type I in place No projects slated for FY20

1A) Type I at plant \$65.00/t

Be awarded to: J.H. Lynch & Sons Inc. Plant Location:
P.O. Box 319 18 McCracken Rd.
Millbury, MA 01527 Millbury, MA 01527

1B) Binder in place No project slated for FY20

2) Cold Planing/Milling No project slated for FY20

3) Crack Sealing extended FY19 contract \$10.37/gal.

Be awarded to: Seal Coating Inc.
d/b/a Indus Inc.
825 Granite Street
Braintree, MA 02184

4) Washed Sand at plant

\$

See Summary of Bids

Be awarded to:

4A) Washed Sand delivered	\$ 17.95/t
Processed Gravel 2" at plant	\$ 10.25/t
Processed Gravel 2" delivered	\$ 13.95/t
Bank Gravel 4" at plant	\$ 10.25/t
Bank Gravel 4" delivered	\$ 13.95/t

Be awarded to:

Bond Construction Corp.
Route 31 North
98 North Spencer Road
Spencer, MA 01562-1402

4B) Screenings at plant	\$ 8.60/t
Screenings delivered	\$ 12.60/t
6" Stone at plant	\$ 10.95/t

Be awarded to:

John S. Lane & Son
P.O. Box 125
Westfield, MA 01086

Plant Location:
Clara Barton Rd.
Oxford, MA

4C) 6" Stone delivered No Bids

5) Corrugated Polyethylene Pipe:

8 inch solid	\$ 2.57 / ft
8 inch perforated	\$ 2.57 / ft
8 inch coupling	\$ 4.92 / ea

Be awarded to:

Auburn Winwater Works
6A Elm Street
Auburn, MA 01501

*The rest is E.J. Prescott.
See Summary of Bids*

5A) Corrugated Polyethylene Pipe:

10 inch solid	\$ 4.26 / ft
10 inch perforated	\$ 4.26 / ft
10 inch coupling	\$ 6.76 / ea
12 inch solid	\$ 5.86 / ft
12 inch perforated	\$ 5.86 / ft

12 inch coupling	\$ 7.56 / ea
15 inch solid	\$ 7.80 / ft
15 inch perforated	\$ 7.80 / ft
15 inch coupling	\$ 12.60 / ea
18 inch solid	\$ 11.47 / ft
18 inch perforated	\$ 11.47/ ft
18 inch coupling	\$ 21.45/ ea
24 inch solid	\$ 17.41 / ft
24 inch perforated	\$ 17.41/ ft
24 inch coupling	\$ 30.00/ ea

Be awarded to:	Everett J. Prescott, Inc. P.O. Box 51049 Springfield, MA 01151	Plant location: 105 Verge Street Springfield, MA 01151
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6) 4" 3 Flange Square Frame	\$ 73.70 / ea
8" 3 Flange Square Frame	\$ 123.15 / ea
4" 4 Flange Square Frame	\$ 77.90 / ea
8" 4 Flange Square Frame	\$ 128.40 / ea
Square Cover	\$ 110.50 / ea

Be awarded to:	Auburn Winwater Works 6A Elm Street Auburn, MA 01501
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7) Wood Guardrail (per linear foot)	\$ 36.00 / plf
SS Guardrail, plf	\$ 33.00 / plf
Terminal Ends	\$ 65.00 / ea
<u>ASTM A-606-91a Guardrail</u>	
With ASTM posts, plf	\$ 36.00 / plf
With Wood posts, plf	\$ 38.00 / plf
Terminal Ends	\$ 60.00 / ea
Guardrail Removal, plf	\$ 7.00 / plf
Post Removal, each	\$ 50.00 / ea

Be awarded to:	Bartlett Consolidated P.O. Box 810 Ten Aldrin Road Plymouth, MA 02362
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8) Line Painting

Yellow double line, est. 107,500 ft.	\$.089 / ft
White edge line, est 172,000 ft.	\$.045 / ft
Stop Lines and/or with white crosswalks	\$.75 / ft
Crosswalks w/green center	\$.85 / ft
Total Bid	\$18,628.75

Be awarded to:

Markings, Inc.
30 Riverside Dr.
Pembroke, MA 02359

CHAPTER 90 SUMMARY OF BIDS

City/Town <u>Leicester</u>		Date <u>July 2019</u>		Material to be used for <u>Resurfacing</u>			
Bidder		Material	Approx. Quantity	Bid Unit	Price	Plant Location or Source of Supply	Contract Awarded To
Name	Address				At Plant	In Place/Deliv'd	
J.H. Lynch	Millbury, MA	Type I	3,300	ton	65.00t	82.45t	Millbury, MA J.H. Lynch at plant
Mass Broken Stone	Berlin, MA	Type I			70.00t	76.27t	Berlin, MA Mass Broken Stone in place
P.J. Keating	Lunenburg, MA	Type I			68.00t	81.00t	Lunenburg, MA
JSL Asphalt	Westfield, MA	Type I			66.50t		Charlton, MA
J.H. Lynch	Millbury, MA	Binder		ton		72.00t	Millbury, MA Mass Broken Stone due to in
Mass Broken Stone	Berlin, MA	Binder				74.27t	Berlin, MA place bid price
P.J. Keating	Lunenburg, MA	Binder				79.00t	Lunenburg, MA
No Projects FY20		Cold Planing	0	Sq Yd			
Seal Coating Inc d/b/a Indus Inc	Braintree, MA	Crack Sealing		Gal	extend FY19 contract	10.37	Braintree, MA Seal Coating Inc d/b/a Indus Inc
Mass Broken Stone	Berlin, MA	Washed Sand		ton	13.75t	19.25t	Berlin, MA
Bond Construction	Spencer, MA	Washed Sand			14.95t	17.95t	Spencer, MA
Mass Broken Stone	Berlin, MA	Proc Gravel		ton	13.75t	19.25t	Berlin, MA Bond Construction at plant
Bond Construction	Spencer, MA	Proc Gravel			10.25t	13.95t	Spencer, MA and delivered
P.J. Keating	Lunenburg, MA	Proc Gravel			10.75t	20.00t	Lunenburg, MA
Bond Construction	Spencer, MA	Bank Gravel		ton	10.25t	13.95t	Spencer, MA Bond Construction at plant
P.J. Keating	Lunenburg, MA	Bank Gravel			8.75t	18.00t	Lunenburg, MA and delivered
Mass Broken Stone	Berlin, MA	Screenings		ton	12.50t	18.00t	Berlin, MA *at plant due to distance*
John S. Lane & Son	Westfield, MA	Screenings			8.60t	12.60t	Oxford, MA John S. Lane & Son at plant and delivered
Mass Broken Stone	Berlin, MA	6" Stone (3" - 6")		ton	13.50t	no bid	Berlin, MA John S. Lane & Son at plant
John S. Lane & Son	Westfield, MA	6" Stone			10.95t	no bid	Westfield, MA no bid on delivered product
P.J. Keating	Lunenburg, MA	6" Stone			14.25t	no bid	Lunenburg, MA
Auburn Winwater Works	Auburn, MA	Poly Pipe 8"		Solid		2.57 plf	Auburn, MA Auburn Winwater Works
		8"		Perf		2.57 plf	
		8"		Coups		4.92 ea	
E.J. Prescott	Springfield, MA	Poly Pipe 8"		Solid		2.63 plf	Springfield, MA
		8"		Perf		2.63 plf	
		8"		Coups		5.11 ea	

CHAPTER 90 SUMMARY OF BIDS

City/Town <u>Leicester</u>		Date <u>July 2019</u>		Material to be used for <u>Resurfacing</u>				
Bidder Name	Address	Material	Approx. Quantity	Bid Unit	Price At Plant	In Place/Delv'd	Plant Location or Source of Supply	Contract Awarded To
Auburn Winwater Works	Auburn, MA	Poly Pipe 10"		Solid		4.28 plf	Auburn, MA	E.J. Prescott
		10"		Perf		4.28 plf		
		10"		Coups		6.77 ea		
E.J. Prescott	Springfield, MA	Poly Pipe 10"		Solid		4.26 plf	Springfield, MA	
		10"		Perf		4.26 plf		
		10"		Coups		6.76 ea		
Auburn Winwater Works	Auburn, MA	Poly Pipe 12"		Solid		5.92 plf	Auburn, MA	E.J. Prescott
		12"		Perf		5.92 plf		
		12"		Coups		7.64 ea		
E.J. Prescott	Springfield, MA	Poly Pipe 12"		Solid		5.86 plf	Springfield, MA	
		12"		Perf		5.86 plf		
		12"		Coups		7.56 ea		
Auburn Winwater Works	Auburn, MA	Poly Pipe 15"		Solid		7.80 plf	Auburn, MA	E.J. Prescott
		15"		Perf		7.80 plf		
		15"		Coups		12.73 ea		
E.J. Prescott	Springfield, MA	Poly Pipe 15"		Solid		7.80 plf	Springfield, MA	
		15"		Perf		7.80 plf		
		15"		Coups		12.60 ea		
Auburn Winwater Works	Auburn, MA	Poly Pipe 18"		Solid		11.59 plf	Auburn, MA	E.J. Prescott
		18"		Perf		11.59 plf		
		18"		Coups		21.69 ea		
E.J. Prescott	Springfield, MA	Poly Pipe 18"		Solid		11.47 plf	Springfield, MA	
		18"		Perf		11.47 plf		
		18"		Coups		21.45 ea		
Auburn Winwater Works	Auburn, MA	Poly Pipe 24"		Solid		17.43 plf	Auburn, MA	E.J. Prescott
		24"		Perf		17.43 plf		
		24"		Coups		30.60 ea		
E.J. Prescott	Springfield, MA	Poly Pipe 24"		Solid		17.41 plf	Springfield, MA	
		24"		Perf		17.41 plf		
		24"		Coups		30.00 ea		

CHAPTER 90 SUMMARY OF BIDS

City/Town <u>Leicester</u>		Date <u>July 2019</u>	Material to be used for <u>Resurfacing</u>					
Bidder		Material	Approx. Quantity	Bid Unit	Price	Plant Location or Source of Supply	Contract Awarded To	
Name	Address				At Plant	In Place/Delv'd		
Auburn Winwater Works	Auburn, MA	4" 3 Flange Sq		each	73.70	73.70	Auburn, MA	Auburn Winwater Works
		8" 3 Flange Sq		each	123.15	123.15		
		4" 4 Flange Sq		each	77.90	77.90		
		8" 4 Flange Sq		each	128.40	128.40		
		Square Cover		each	110.50	110.50		
E.J. Prescott	Springfield, MA	4" 3 Flange Sq		each	124.34	124.34	Springfield, MA	
		8" 3 Flange Sq		each	196.58	196.58		
		4" 4 Flange Sq		each	131.53	131.53		
		8" 4 Flange Sq		each	206.28	206.28		
		Square Cover		each	189.69	189.69		
The Jack Farrelly Co	Worcester, MA	4" 3 Flange Sq		each	101.64	101.64	Worcester, MA	
		8" 3 Flange Sq		each	171.98	171.98		
		4" 4 Flange Sq		each	103.84	103.84		
		8" 4 Flange Sq		each	178.57	178.57		
		Square Cover		each	145.60	145.60		
Premier Fence LLC	Canton, MA	Wood Guardrail		Lin.Ft.		41.70	Canton, MA	Bartlett Consolidated
		SS Guardrail		Lin.Ft.		37.85		
		Term Ends		each		120.00		
		ASTM w/ASTM posts		Lin.Ft.		41.70		
		ASTM w/Wood posts		Lin.Ft.		41.70		
		Term Ends		each		120.00		
		Guardrail Removal		Lin.Ft.		8.00		
		Post Removal		each		70.00		
Bartlett Consolidated	Plymouth, MA	Wood Guardrail		Lin.Ft.		36.00	Plymouth, MA	
		SS Guardrail		Lin.Ft.		33.00		
		Term Ends		each		65.00		
		ASTM w/ASTM posts		Lin.Ft.		36.00		
		ASTM w/Wood posts		Lin.Ft.		38.00		
		Term Ends		each		60.00		
		Guardrail Removal		Lin.Ft.		7.00		
		Post Removal		each		50.00		

CHAPTER 90 SUMMARY OF BIDS

City/Town <u>Leicester</u>		Date <u>July 2019</u>		Material to be used for <u>Resurfacing</u>				
Bidder Name	Address	Material	Approx. Quantity	Bid Unit	Price At Plant	In Place/Deliv'd	Plant Location or Source of Supply	Contract Awarded To
		Line Painting						
Markings Inc.	Pembroke, MA	DbI Yellow		ft	0.089		Pembroke, MA	Markings Inc.
		White Edge		ft	0.045			
		Stop Lines Wht crswlk		ft	0.75			
		Crosswalk Green cntr		ft	0.85			
					Total Bid	18,628.75		
Hi-Way Safety Systems	Rockland, MA	DbI Yellow		ft	0.086		Rockland, MA	bid rejected due to poor
		White Edge		ft	0.043			performance in FY19
		Stop Lines Wht crswlk		ft	0.48			
		Crosswalk Green cntr		ft	0.65			
					Total Bid	17,635.00		

Prepared By: Dennis Griffin
 Highway Official

Highway Superintendent
 Title

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

LEICESTER, TOWN OF (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You agree to purchase from us on an exclusive basis (except as provided in Section 16 below), and we agree to supply, or caused to be supplied, all of your electricity requirements for the account(s) identified in the Account Schedule attached hereto (which we refer to in this Agreement as the “Account(s)” pursuant to the terms of this Agreement). By signing this Agreement, you authorize us to enroll your Account(s) with your Utility so that we can provide supply to you. You will take such actions as we request to allow us to enroll your Account(s) in a timely manner. You will also give us the authority to supply you with electricity from whatever source we choose. We shall have no obligation to enroll or supply electricity to any account(s) not identified on the Account Schedule. This product includes all electricity delivered to the Delivery Point(s) necessary to meet your requirements and all associated scheduling, coordinating, balancing, ancillary services and wholesale transmission services and charges, necessary in connection with supplying such electricity requirements. The contract prices do **not** include or cover any Delivery Charges for transmission, distribution and related services, Taxes, or any other costs as specifically excluded as set for in this Agreement. “Delivery Charges” mean those amounts payable by you for services provided by the Utility, ISO or other third parties. The prices set forth in the Account Schedule are for the existing term of this Agreement and only subject to change if there is a change in law, market structure, and/or your electricity needs or classifications, as described in Section 7 of this Agreement, including but not limited to changes by the Utility of the designated rate class for any Account(s). “Pass-Through Charges” include Taxes (unless you are Tax exempt as provided for herein), Delivery Charges, and certain other pass-through charges as set forth in this Agreement and are charged to you as a Pass-Through, which means they will change during the existing term of this Agreement if and as the related charges assessed or charged to us vary for any reason, including but not limited to the types of changes described herein.

Your Price. You will pay charges associated with the following contract prices:

Price Component Name	Component Contract Price Unit Of Measure
Energy Price Non TOU	\$/kWh

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 2, Market Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
NE-ISO Demand Response Settlement Costs	N/A
Renewable Portfolio Standards Costs	Fixed
CES Costs	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s).

MunEnergy Green Renewable Energy Credit Incentive Program (“GRIP Program”): Massachusetts Municipal Association and Constellation have agreed to jointly offer the GRIP Program which will provide, on a yearly basis and at no additional costs for Qualified Account(s) only, Green-e Certified energy renewable certificates (as described below) in an amount equal to 100% of Customer’s load volume at the Qualified Account(s) supplied under this Agreement. For purposes of this Section: “Qualified Account(s)” shall mean Customer’s City Hall or Town Hall Account(s) with a minimum twelve (12) month term hereunder.

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GRIP Program Green-e Certified Renewable Energy Certificates (Qualified Account(s) Only):

NewMix® The NewMix® product includes Green-e Energy Certified renewable energy certificates, sourced from wind Renewable Resources located within the United States ("RECs") in an amount equal to 100 percent of Customer's load volume at the Qualified Accounts during term of this Agreement. "Renewable Resource" means any electric power generator meeting the eligibility criteria of a "New Renewable Resource" and an "Eligible Renewable Resource", as defined in the Green-e Energy National Standard. NewMix® is Green-e Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org. The RECs included in the NewMix® product do not include any tax credits, depreciation allowances or third party subsidies of any kind.

Emissions Reduction Disclaimer. In accordance with Green-e Energy certification requirements, RECs procured hereunder include all greenhouse gas emission reduction benefits associated with the renewable generation that produced such RECs, including carbon dioxide (CO2) reduction benefits, but do not include emission reduction benefits associated with capped and traded pollutants, including sulfur dioxide (SO2), mercury (Hg), and the oxides of nitrogen (NOX). Furthermore, Seller does not represent or warrant that the RECs procured hereunder can be used as offsets or otherwise for compliance with any emission reduction program.

Public Statements. Any press release issued by either Party relating to the subject matter hereof shall be subject to prior approval by the other Party. No materials disclosed to third parties under this clause shall reference the specific terms of this transaction without the prior written approval of the non-disclosing Party. Customer is solely responsible for determining whether any marketing materials or other public claims made by Customer related to Customer's purchase of electricity hereunder, including but not limited to Customer's use, if any, of the Green-e Energy logo, comply with Green-e Energy requirements and any licensing agreement between Customer and Green-e Energy or the Center for Resource Solutions.

Indemnification. In addition to, and not in lieu of, any indemnification provisions applicable to the Parties, Customer agrees to defend, indemnify and hold harmless Seller from and against all claims arising out of or related to the manufacture, sale, distribution or any other dealing with the products or marketing/advertising materials of Customer related to this transaction, the RECs, or Customer's use of the Green-e Energy logo. This indemnification does not apply to the extent a court of competent jurisdiction makes a final determination that a Claim for which Seller seeks indemnification was primarily caused by the willful fraud or deceit of Seller.

Change in Certification Standard. If the Green-E Energy certification requirements are modified or repealed after execution hereof but prior to delivery of RECs hereunder, in such a way as to materially adversely affect the ability of a Party to perform its obligations hereunder or the benefits to be derived by a Party hereunder (each such occurrence, a "Change Event"), the Parties shall use commercially reasonable efforts to reform this transaction in order to give effect to the original intention of the Parties. If the Parties are unable, despite such efforts, to reform this transaction within thirty (30) days following such Change Event, the matter shall be resolved in accordance with the dispute resolution provisions applicable to the Parties.

Renewable Energy Certificate (REC) Product: NewMix® is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, log-on to www.green-e.org/rec.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. The term of this Agreement shall commence on the Start Date and end on the End Date as determined in accordance with the Utility's actual meter read cycle and meter read date for the Account(s). You acknowledge that our ability to start and end service to the Account(s) is dependent on: (i) the Utility successfully enrolling and de-enrolling the Account(s); and (ii) the Utility furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date. The dates set forth in the Account Schedule are based on information currently available from the Utility, and actual meter read cycles and actual meter read dates are determined by the Utility. If a meter read cycle and meter read date schedule has not been published by the Utility, then we shall use our best efforts to estimate the scheduled meter read cycle and meter read date. The actual meter read cycle and meter read date may occur on, before, or after the date set forth in the Account Schedule.

We will use commercially reasonable efforts to begin service to the Account(s) on the actual meter read cycle and actual meter read date that occurs on or about the Start Date(s) set forth in the Account Schedule, unless an off-cycle meter read date is agreed to by the parties in writing. If we are unable to enroll one or more of the Accounts so the term can begin on or about the Start Date in the Account Schedule, the Start Date(s) will commence on the next regularly scheduled Utility meter read cycle and meter read date following successful enrollment of such Account(s). The End Date(s) will remain the same unless extended for a Holdover Term. We shall not be liable for any failure to enroll or de-enroll Accounts by the Start and End Date(s) if such failure was due to circumstances beyond our control including, but not limited to: (i) your inability to timely provide us with all Account-related information necessary to successfully enroll/de-enroll the Account(s) with the Utility; (ii) your failure to assist and/or confirm, as needed, us in notifying the Utility that it has selected us as your supplier or (iii) any acts or omissions of the Utility (including a change in an Account's meter read cycle or meter read date). We will not be responsible for any gaps in service that may occur between your service with another supplier and the commencement of supply from us. Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. At the end of the term of this Agreement, if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated at the Utility as being served by us, we may continue to serve your Account(s) on a month-to-month holdover basis (or

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"Holdover Term") and will charge you the "Holdover Rate" calculated by us in our sole discretion for each billing cycle as **(Metered Usage) x (Market Price + Holdover Costs + \$.016000/kWh) + Taxes**. This Agreement will continue to govern our relationship for the supply of electricity during the Holdover Term, and either of us may terminate the Holdover Term at any time upon 45 days advance written notice to the other. As an alternative to supplying your electricity on a holdover basis following termination, expiration or cancellation of this Agreement, we may instead switch your Accounts to the applicable Utility supply service. We shall have the right to terminate this Agreement upon 15 days' notice without penalty if any of the following conditions are not reasonable satisfied (1) our reasonable review and approval of your creditworthiness, (2) verification of the accuracy of all the information that you provide to us regarding your electricity usage and the Account(s), (3) your Account(s) being accepted into the retail access program established by the Utility and 4) your delivery of any documents as reasonably required by the Utility and us(including, but not limited to data authorization forms, letters of authorization forms, and the 30B Checklist Form).

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the Utility for Utility charges and one invoice from us for all other charges ("Dual Billing"), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due on the Payment Date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your Utility. Your invoices will be based on actual data provided by the Utility, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. To the extent you are receiving invoices from us, if you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. Interest will be included on a subsequent invoice and is payable on demand at any time with respect to undisputed amounts due to us and, with respect to disputed amounts due to us, interest is payable on demand only at any time after such amounts have been ultimately determined to be due.

Payment Disputes. For any disputed portions of any invoices provided by us for the Account(s), you shall notify us in writing within thirty (30) days of the date of the applicable invoice detailing the amount that is disputed and the reasons for the dispute. Within thirty (30) days of receiving such notice, we shall respond to such notice by either rectifying the amount in dispute or clarifying such invoice to you. Until any such dispute is ultimately determined in our favor, you will have the right to withhold payment of the disputed sum without payment of any interest.

Tax Exemption. If you are exempt from state and local sales Tax, you will provide us with all required exemption certificates. Until you do so, we are not required to recognize any exemption and we will not be required to refund or credit previously paid Taxes, unless the taxing entity sends the refund to us for payment to you. You will defend, indemnify and hold us harmless for all Tax obligations relating to this Agreement.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact your MunEnergy representative directly at **617-772-7500**, or you can contact our Customer Service Department by calling toll-free **844-6-ENERGY**, or by e-mail at customer care@constellation.com. Your prior authorization of us to your Utility as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at **1-844-6-ENERGY**. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Massachusetts Electric Company	MECO	1-800-465-1212

Additional Terms. For Account(s) located in the Commonwealth of Massachusetts:

(i) **Billing Dispute Resolution.** You may elect to seek assistance with the resolution of billing disputes under this Agreement involving amounts over \$100.00 Assistance is available from the Massachusetts Department of Public Utilities ("DPU"), Consumer Division at [877-886-5066](tel:877-886-5066), provided that the subject matter of such disputes is within the DPU's statutory and regulatory jurisdiction.

(ii) **DPU.** In accordance with the DPU regulations, our energy disclosure label is provided to you with this Agreement. We will provide you with an updated label, on a quarterly basis, to reflect certain characteristics of our electric generation supply. Additional information may be obtained by contacting the DPU at (617) 305-3531. Our DPU License Number is #CS 015. The required 'Terms of Service' as set forth in the DPU Rules Governing the Restructuring of the Electric Industry is herein referred to as the General Terms and Conditions.

(iii) **Collective Bargaining.** We do not operate under collective bargaining agreements.

(iv) **YOUR RIGHT TO RESCIND. YOU HAVE THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON, WITHOUT CHARGE OR PENALTY BY PROVIDING US WRITTEN NOTICE OF SUCH RESCISSION, UNTIL MIDNIGHT ON THE THIRD DAY AFTER YOU HAVE SIGNED AND RECEIVED A FULLY EXECUTED COPY OF THIS AGREEMENT.**

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

E-Signed : 05/28/2019 07:17 PM EDT
Nancy H. Fischer
contractadmin@constellation.com
IP: 216.99.180.223
Sertifi Electronic Signature
DocID: 20190528113302544

Name:
Title:
Date:

Notice Address:
116 Huntington Ave
Suite 700
Boston, MA 02116
Attention: Legal Department
Fax: 617-772-7550

With Copy to:

Constellation NewEnergy, Inc.
1001 Louisiana St. Constellation Suite 2300
Houston, Texas 77002
Attention: Contracts Administration
Facsimile: (888) 829-8738
Telephone: (844) 6-ENERGY

Customer: Leicester, Town Of

I am duly authorized, on behalf of Customer, to sign this Agreement:

E-Signed : 05/28/2019 03:01 PM EDT
David A. Genereux
genereuxd@leicesterma.org
IP: 96.39.13.166
Sertifi Electronic Signature
DocID: 20190528113302544

Name:
Title:
Date: _____

Notice Address: 3 WASHBURN SQ
LEICESTER, MA 01524-1358
Attention:
Facsimile:
Telephone:
Email Address:

Customer: Leicester, Town Of

I am duly authorized, on behalf of Customer, to sign this Agreement:

By: _____
Name: _____
Title: _____
Date: _____
Notice Address:

Town Counsel:

Approved as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____
Notice Address:

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GENERAL TERMS AND CONDITIONS

1. General Definitions.

"Governmental Entity" means a municipality, county, governmental board, governmental department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision or public entity or instrumentality of the United States or one or more states.

"Holdover Costs" means the sum of all costs and charges incurred by us for the retail delivery of energy, including, without limitation and as applicable, charges related to capacity, ancillary services, transmission, metering, the Federal Energy Regulatory Commission, renewable portfolio standards, and any similar charges that may be imposed on us with respect to the Accounts (whether by the ISO or the Utility) from time to time. We will pass Holdover Costs through to you on your invoice without mark-up.

"Delivery Point" means existing and future points of interconnection between your Utility's transmission system and/or distribution system and those of a third-party.

"ISO" and/or "ISO-NE" means the New England Independent System Operator or other successor or replacement entity, public or private, administering transmission reliability and control of the electricity grid.

"Market Price" means the ISO-published Day Ahead Locational Based Marginal Price for the ISO zone identified in the Account Schedule, expressed in \$/kWh. Market Prices are published hourly or sub-hourly depending on ISO. If your Account(s) are not equipped with meters that provide an hourly reading, we will use either the load profiles provided by the Utility for your customer class or, in the absence of such load profiles provided by the Utility on a timely basis, an otherwise reasonable allocation method established by us, in order to apply Market Prices to your monthly usage.

"Metered Usage" means your kilowatt-hour usage at the Accounts during the applicable billing period, as adjusted by the applicable line loss factor(s).

"Notice Period" means the 10 day period following written notice from one party to the other party informing the other party of any amounts due under this Agreement.

"Payment Date" means the date that is 55 days after the date on the invoice if we send a separate invoice for the contract price or the date payment is due under the applicable Utility tariff if you choose to receive a single bill from the Utility.

"Taxes" means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, kWh, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this Agreement or thereafter) imposed by any governmental entity.

"Utility" or "UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

2. Market Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not included in the definition of Capacity Costs, Energy Costs, and NE-ISO Demand Response Settlement Charges. If Ancillary Services and Other ISO Costs are Passed Through, we will determine your monthly Ancillary Services And Other ISO Costs based on your \$/kWh share of our cost for Ancillary Services And Other ISO Costs incurred with respect to all of our customers within the applicable ISO service territory or in the form of an otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights" are revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are awarded to us with respect to our customers' transmission peak load contribution.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule.

"Line Loss Costs" means the distribution charges imposed by the Utility in connection with the supply of electricity by us to you in accordance with this Agreement, which are calculated based on a percentage of your kilowatt-hour consumption during the applicable period times.

"MA Solar Carve-Out Program Costs" means the costs or charges related to procuring solar renewable energy certificates or making alternative compliance payments to comply with currently applicable Law for various solar carve-out programs set by the Massachusetts Department of Energy Resources. MA Solar Carve-Out Program Costs are included in Renewable Portfolio Standards Costs.

"Massachusetts Clean Energy Standards Costs ("CES Costs")" means any costs or charges related to procuring renewable energy certificates or making alternative compliance payments to comply with the Massachusetts Clean Energy Standard (310 CMR 7.75), approved by the Massachusetts Department of Energy Resources ("DOER"), effective August 11, 2017.

"ISO-NE Demand Response Settlement Costs" means any costs or charges imposed by the ISO on load served by Seller in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011).

"Non Time Of Use" or "NTOU" means all hours of each day.

"Renewable Portfolio Standards Costs" means the costs or charges associated with meeting renewable portfolio standards costs (including MA Solar Carve-Out Program Costs) at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by us by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"Transmission Loss Credits" are amounts credited to us by the ISO under the ISO's marginal loss construct for the load served by us.

"Utility" and/or "UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Account(s).

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"UDC Peak " means the hours designated as peak from time to time by the Utility.

"UDC Off Peak" means all hours other than UDC Peak hours.

3. Break in Service. If your Account(s) are moved to the Basic Service due to changes, including without limitation (i) any change to the name or assignments associated with the Account(s); (ii) the closing of an Account for any reason; and (iii) an assignment by the Utility and/or ISO of a new account number to any existing service addresses of yours listed in the Account Schedule, then you shall be obligated to pay the Basic Service rate until the Account(s) are successfully re-enrolled with the Utility to receive service from us. In such event, we shall not be obligated to pay any amounts to you. "Basic Service" means the service provided by the Utility in accordance with applicable Massachusetts law to a retail customer who is not receiving electricity from a competitive supplier.

4. Creditworthiness You agree to provide us with reasonable information to complete a credit review. If at any time during the term of this Agreement (a) your credit rating falls below BBB- by Standard and Poor's or Baa3 by Moody's, or (b) you have made two or more late payments within a twelve (12) month period, then we shall have the right to terminate this Agreement upon ten (10) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

5. Default under this Agreement. An "Event of Default" means any one of the following: (a) failure by either party to make, when due, any payment required under this Agreement if not paid within the Notice Period; or (b) any representation or warranty made by a party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true in all material respects during the term of this Agreement, if not cured within 5 business days after written notice from the other party; or (c) you fail to provide additional security or credit arrangements as provided for in Section 4 above or as elsewhere provided in this Agreement; or (d) except to the extent excused by event beyond either party's reasonable control in accordance with Section 9 below, the failure by a party to perform any material covenant set forth in this Agreement and such failure is not cured within 10 business days after receipt of written notice thereof; or (e) a party: (A) makes an assignment or any general arrangement for the benefit of creditors; (B) files a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed for 30 business days after such filing; (C) otherwise becomes bankrupt or insolvent (however evidenced); or (D) is unable to pay its debts as they fall due.

6. Remedies upon Default. (a) If an Event of Default occurs with respect to a party (the "Defaulting Party"), the other party (the "Non-Defaulting Party") may in its discretion, at any time, terminate this Agreement upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date"). If this Agreement is terminated pursuant to this Section, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below and the Defaulting Party shall pay such amount following receipt of notice of such amounts as provided herein. The parties acknowledge and agree that any termination payment hereunder constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.

(b) If you terminate this Agreement, in whole or in part, upon our default, we will pay you the following early termination payment: [Market Value plus Costs] minus Contract Value, so long as the Market Value plus Costs is greater than the Contract Value.

(c) If we terminate this Agreement, in whole or in part, upon your default or you terminate this Agreement, in whole or in part, as permitted hereunder, you will pay us, except as set forth in Section 16, the following early termination payment: [Contract Value plus Costs] minus Market Value, so long as the Contract Value plus Costs is greater than the Market Value.

(d) For purposes of this Section, "**Contract Value**" means the contract price for the Remaining Anticipated Usage. "**Market Value**" means the amount, as determined by the Non-Defaulting Party as of the Early Termination Date, a bona fide third party would pay for the Remaining Anticipated Usage at current market prices. In determining "Market Value", the Non-Defaulting Party may consider, among other things, quotations from leading dealers in the wholesale energy industry, the Non-Defaulting Party's internally developed forward price valuations, and other bona fide offers from either third parties or affiliates of the Non-Defaulting Party, all as commercially available to the Non-Defaulting Party and adjusted for the length of the Remaining Term and differences in transmissions costs, volume, and other factors, as the Non-Defaulting Party reasonably determines. "**Costs**" mean brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by, or on behalf of, the Non-Defaulting Party in arranging for alternative sources of electricity, or in terminating, liquidating, or obtaining any arrangement pursuant to which it has hedged its obligations, and attorneys' fees, expenses and costs, if any, incurred in connection with enforcing its rights under this Agreement. "**Remaining Anticipated Usage**" means the amount of electricity (in kWh), as determined by the Non-Defaulting Party, that would have been used by each Account covered by the termination during the remaining term of this Agreement had it not been terminated early (the "**Remaining Term**"). In making this determination the Non-Defaulting Party may (but is not required to) consider: (i) anticipated consistency with or deviations from past electricity usage patterns, (ii) variations in anticipated weather patterns, (iii) general economic conditions or conditions affecting the specific industry(ies) in which you operate, and/or (iv) any other factors the Non-Defaulting Party deems appropriate.

(e) Upon termination, cancellation or expiration of this Agreement for any reason, we may, consistent with law, rules and regulation, immediately move your Account(s) to the then applicable tariff service, whether Basic Service or otherwise, and either party may pursue all additional remedies available at law or in equity. After termination, cancellation, or expiration, each party agrees that it will remit full payment of all amounts due under this Agreement, without offset or reduction of any kind, within the fifteen (15) day period following receipt of invoice, unless otherwise expressly specified in this Agreement. The applicable provisions of this Agreement will continue in effect after termination, cancellation, or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, and with respect to any indemnification obligations hereunder.

7. Changes in Law, market structure, and/or your electricity needs or classifications. If a new Law shall be enacted, or there shall occur any revisions in, implementation of, amendments to, or interpretations of any Law (including without limitation those that establish new, or otherwise modify existing, alternative resource adequacy requirements or renewable portfolio standards or that impose new Taxes or change the rate of

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existing Taxes), in either circumstance affecting approved or anticipated rates, tariffs, Taxes, charges, fees, assessments, or other costs relating to the licensing, marketing, supply, generation, transmission or distribution of electric power and/or energy that could adversely affect the anticipated economics of this Agreement (a **“Material Change in Law”**) that were not reasonably anticipated as of the Effective Date and that cause a material change to the costs incorporated in the charges set forth on an Agreement, then either party will have the right to request an adjustment to the amounts payable by you (a **“Change in Law Adjustment”**). If either party requests a Change in Law Adjustment, the party from whom such adjustment is sought is entitled to receive from the requesting party documentation supporting the requested adjustment. Upon notice of a Change in Law Adjustment from the other party, the party from whom the adjustment is sought may terminate this Agreement, consistent with Law, upon written notice to the other party no later than 14 days following receipt of written notice from the effective date of a proposed Change in Law Adjustment, in which event the party terminating the Agreement may be liable to make an early termination payment to the other party under Section 6 above. For the purpose of this provision (i) **“Law”** means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO operating guideline or protocol, Utility/UDC or ISO tariff, nodal definitions, zonal or boundary definitions, rule of the public utility commission, public service commission or similar state commission or agency having jurisdiction over Utilities and the electricity distribution system of the state in which the Account(s) are located, and the like.

8. Representations and Warranties: (a) Mutual Representations and Warranties. Each party warrants and represents to the other the following: (1) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (2) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement; (3) the execution, delivery and performance of this Agreement are duly authorized and do not violate any governing documents or any contracts to which it is a party or any laws, rules or regulations applicable to it; (4) there is no material event(s) or other agreement(s) which would impair that party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement; and (5) it has knowledge and experience that enable it to evaluate the merits and risks associated with this Agreement.

(b) Additional Representations, Warranties and Covenants of Customer. You warrant, represent and covenant that: (1) the data given and representations made concerning your Account(s) are true and correct to the best of your information; (2) You are entering into this Agreement to purchase your electric energy requirements only; and that the electric energy purchased under this Agreement will be consumed at the facilities to which the Account(s) relate, and you will not resell such electric energy to any third party (with the sole exception of your tenants or lessees in the ordinary course of your business); and (3) you are the party of record of the Account(s), or if you are not the party of record, you have the authority to enter into and bind your principal to this Agreement. If requested, you will provide us written proof of such authority; (4) if you are a Governmental Entity, you shall not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement. You further covenant that if you are a Governmental Entity you shall obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder. If requested, you will provide us written proof of such authority; (5) all such persons as are required to be signatories to or otherwise execute this Agreement under the laws of the city, town or municipality and the laws, rules and regulations of the Commonwealth of Massachusetts (including but not limited to the requirements of Mass. Gen. Laws ch. 43, § 29 and any other applicable law have executed and are authorized to execute this Agreement in accordance with such laws; and (6) you shall comply with the notification and reporting requirements set forth in Mass. Gen. Laws ch. 30(B), §1(b)(33) by providing, within fifteen (15) days after executing this Agreement, a copy of this Agreement and all attachments hereto and a report of the process used to execute this Agreement to each of the Department of Public Utilities of the Commonwealth of Massachusetts, the Department of Energy Resources of the Commonwealth of Massachusetts and the Office of the Inspector General of the Commonwealth of Massachusetts.

9. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control and that prevents either of us, after making commercially reasonable efforts to overcome its effects, from performing our respective obligations under this Agreement (a **“Force Majeure”**), then whichever one of us cannot perform will be relieved from performance until the Force Majeure is resolved, provided that to the extent reasonably possible, the party claiming Force Majeure (**“Claiming Party”**) gives the other party prompt written notice describing the particulars of the Force Majeure, including but not limited to, the nature and date of the occurrence and the expected duration of the Force Majeure. Subject to the foregoing, examples of such events may include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, ISO or the Utility; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as ISO or a Utility. Such events shall not excuse failure to make payments in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents performance by the Claiming Party for more than 30 days the other party shall have the right to terminate this Agreement without penalty upon 15 days written notice to the other.

10. Delivery Point We will deliver electricity to the Delivery Point. At and after that point title and risk of loss related to the electricity transfer to you, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Account(s) relate as well as your use of the electricity. While we will make arrangements for the delivery of electricity to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility or the ISO controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

11. Limitation on Liability. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE ENTIRE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT INCLUDING ANY CAUSES OF ACTION IN CONTRACT TORT OR STRICT LIABILITY OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON EITHER PARTY TO MITIGATE ITS DAMAGES. FURTHERMORE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS; PROVIDED THAT THE ABOVE SHALL NOT LIMIT OUR RIGHTS TO RECOVER ITS LOST PROFITS UNDER THIS AGREEMENT AS A PART OF THE AMOUNTS PAYABLE UNDER SECTION 6(c) ABOVE.

12. DISCLAIMER. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR

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INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Applicable Law/Dispute Resolution. THIS AGREEMENT WILL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE BOTH AGREE THAT EXCLUSIVE JURISDICTION AND VENUE FOR THE ADJUDICATION OF ANY SUIT, CLAIM, ACTION OR OTHER PROCEEDING, WHETHER AT LAW OR IN EQUITY, RELATING TO THIS AGREEMENT WILL BE IN BOSTON, MASSACHUSETTS. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

14. Confidentiality. All terms of this Agreement are confidential and shall not be disclosed by you without our prior written consent, except as required by law. Upon approval from the Massachusetts Municipal Association ("Association"), we are authorized to utilize your name when publishing a list of targeted customer names for publicity and marketing purposes. In addition, you authorize us to release to the Association any and all information (including but not limited to usage, invoices, payment history and any other data) regarding the energy supplied under this Agreement.

15. Forward Contract/ Inapplicability of Commodities Exchange Act. The parties acknowledge and agree that this Agreement is a "forward contract" and that we are a "forward contract merchant" for purposes of the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

16. Usage Variance. (a) Behind the Meter Generation Projects: Your price is based upon your actual historically monthly kilowatt-hour usage and metered rate of consumption for each Account for the immediately preceding yearly period prior to the Start Date set forth in the Account Schedule or in the case of Account(s) that did not receive electricity in the prior year period, Seller's good-faith estimate of the anticipated monthly consumption for such Account(s) ("Baseline Usage"). You warrant and represent that you do not own generation behind the meter or other material usage altering measures ("Generation") associated with the Account(s) except to the extent such Generation projects are disclosed in an Exhibit A to this Agreement. If you install Generation with respect to any Account during the Term, and such installation was not disclosed in an Exhibit A to this Agreement, then you shall provide us with advance written notice of such Generation installation as soon as reasonably possible so that we can make commercially reasonable attempts to use our best efforts to mitigate any costs or damages incurred by us as a result of such installation. If such newly installed Generation results in a 25% reduction of the Baseline Usage on an aggregate basis across your Accounts within the same Utility territory, then you may be responsible for losses to us as a result of the reduction in usage with respect to your Accounts. Any such losses shall be calculated as follows: if positive: Contract Value minus Market Value (as defined in Section 6). Upon receipt of your written notice, we may request additional details regarding to the Generation project (including, but not limited) to the following (as applicable): capacity installed (in MW), the expected commercial operation date, the testing and maintenance schedule, the class of renewable, and any other information that we shall reasonably request. For the avoidance of doubt, Section 16(a) does not permit the early deletion of Account(s) hereunder without an early termination payment as set forth in Section 6 above, but rather is intended to permit usage fluctuations across all Accounts on this Agreement associated with the installation of Generation in accordance with the terms hereof.

(b) Notice of Material Change in Usage/Deleted Account(s): You agree to use reasonable efforts to provide us prompt prior written notice before any significant change in the anticipated usage of electricity for any Account(s) receiving supply under this Agreement, including changes due to equipment outages, plant or facility shutdowns, or changes in the operating hours of a facility. If one or more of your facilities which are receiving electricity supply hereunder are closed, vacated, sold, consolidated or otherwise disposed of, then you may, to the extent permitted by applicable Law, terminate this Agreement with respect to the corresponding Account(s) upon thirty (30) days prior written notice to us, in which event you may be liable to make an early termination payment to us according to the following calculation, if positive: Contract Value minus Market Value; **provided, however**, no such early termination payment will be owed as long as (i) at least one Account is still receiving supply in accordance with the terms of this Agreement, (ii) the Account(s) were closed or dropped from this Agreement in the ordinary course of Customer's business and not due to an ability to obtain a lower energy price from the Utility or another energy supplier; and (iii) there is no un-remedied default by Customer. Notwithstanding the foregoing, each Party shall pay its own costs associated with such termination.

17. Payments to Certain Third-Parties. You acknowledge and understand that (a) we are making a flat fee, not based on sales or volume, to the Association in connection with its efforts to facilitate the parties entering into this transaction; (b) the contract prices reflects the fee paid to Association; and (c) Association is acting on your behalf as its representative and is not a representative or agent of us.

18. Certain Customer Acknowledgements. You acknowledge and agree that (1) we are not acting as your consultant or advisor for any purpose, and you will not construe or rely on any information provided or statements made by us, including without limitation as to the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other statements or information, as advice or representations of any sort; and (2) you are making your own decision(s) based solely upon your own analysis and the advice of your own advisors, if any, and is not relying on us in any way in making your decision to enter into this Agreement or in making any other decision or taking any other action under this Agreement.

19. Miscellaneous Provisions. If in any circumstance either party does not provide notice of, or object to, any default on the part of the other party under this Agreement, such situation will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. Each party may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld or delayed. Any such attempted transfer will be void. We shall have the right to assign this Agreement to any affiliate without your consent. This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party will have any rights under this Agreement whatsoever. Each party shall have the right to set-off and net against any amounts owed to it by

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the other party any amounts it may owe the other party under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Except as otherwise explicitly provided in this Agreement, no amendment to this Agreement will be valid or given any effect unless signed by both of us. The applicable provisions of this Agreement will continue in effect after termination, cancellation or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments and with respect to your indemnification obligations. We are an independent contractor under this Agreement, and nothing in this Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking. **The terms of any purchase order ("PO") you send to us and/or any alterations, additions, or modifications you make to the preprinted terms of this Agreement shall be void and without any effect.**

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**QUALIFIED ACCOUNTS ONLY:
GREEN-E RENEWABLE ENERGY CERTIFICATE (REC) PRODUCT**

2019 PROSPECTIVE PRODUCT CONTENT LABEL¹

This is a renewable energy certificate (REC) product. For every unit of renewable electricity generated, an equivalent amount of RECs is produced. The purchase of RECs supports renewable electricity generation, which helps reduce conventional electricity generation in the region where the renewable generator is located.

The product matches 0% of the estimated electricity usage for the term of the contract.

The product will be made up of the following new renewable resources.

Green-e Energy Certified New² Renewables in NewMix[®]		Generation Location
-Wind	100%	National
TOTAL	100%	

1. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historic Product Content Label the actual resource mix of the RECs you purchased during the preceding year.

2. New Renewables come from generation facilities that first began commercial operation within the past 15 years.

For comparison, the average mix of energy sources in 2017 supplying the US includes: Coal (30%), Nuclear (20%), Oil (0%), Natural Gas (32%), Large Hydroelectric (7%), Wind (6%), Biomass (2%), Solar (1%), Petroleum (less than 1%), and Other (1%). (from U.S. Department of Energy/Energy Information Administration)

For specific information about this REC product, please contact Constellation NewEnergy, Inc., 844-636-3749, <mailto:questions@constellation.com>, www.constellation.com.



NewMix[®] is Green-e Energy certified and meets the environmental and consumer-protection standards set forth by the non-profit Center for Resource Solutions. Learn more at www.green-e.org.

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**ACCOUNT SCHEDULE:
For: Leicester, Town Of**

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on May 28, 2019

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

TO ACCEPT THE PRICING BELOW, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT (888) 829-8738.

No. of Service Accounts: 37

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
MECO	0027328016	275 Pleasant St, Leicester, MA 01524	11/25/19	11/24/22	\$0.08550
MECO	0328954007	3 Washburn Square P6 & P1, Leicester, MA 015241333	12/18/19	12/17/22	\$0.08550
MECO	0624200013	Paxton St @ Whittemore, Leicester, MA 01524	11/25/19	11/24/22	\$0.08550
MECO	1274179011	275 Pleasant St, Leicester, MA 01524	11/25/19	11/24/22	\$0.08550
MECO	2504840002	Paxton St & Habberton, Leicester, MA 01524	11/25/19	11/24/22	\$0.08550
MECO	2521016000	170 Paxton St Primary Schoo, POLE 28 1 COGEN, Leicester, MA 015241108	11/25/19	11/24/22	\$0.08550
MECO	2521036002	Old & New Main Streets, Leicester, MA 015240000	11/25/19	11/24/22	\$0.08550
MECO	2521138010	275 Pleasant St HSMTR, Leicester, MA 01524	11/25/19	11/24/22	\$0.08550
MECO	2524093009	Washburn Square Pole 2, Leicester, MA 015240000	11/25/19	11/24/22	\$0.08550
MECO	3769252005	PLEASANT ST COGEN, LEICESTER, MA 01524	11/25/19	11/24/22	\$0.08550
MECO	3773483009	Selectmens Office Stafford St Pole 93, Leicester, MA 01542	11/25/19	11/24/22	\$0.08550
MECO	4119599007	325 Pleasant Street, Leicester, MA 015241423	12/26/19	12/25/22	\$0.08550
MECO	4704145008	Mannville St., Shooting Range, Leicester, MA 01524	11/25/19	11/24/22	\$0.08550
MECO	5016257001	Recycling Ctr P58 2, Leicester, MA 015240000	11/25/19	11/24/22	\$0.08550
MECO	5016704005	1005 Stafford Street, Leicester, MA 015240000	11/25/19	11/24/22	\$0.08550
MECO	5297919008	59 Peter Salem Rd Flood Lig, Leicester, MA 015241267	12/18/19	12/17/22	\$0.08550
MECO	5297959002	S2 Town Owned Lighting, Leicester, MA 015240000	12/18/19	12/17/22	\$0.08550
MECO	5345932000	70 Winslow Ave Middle Schoo, Leicester, MA 015241113	12/23/19	12/22/22	\$0.08550
MECO	5345939009	59 Peter Salem Rd Garage, Leicester, MA 015241267	11/25/19	11/24/22	\$0.08550
MECO	5365280007	236 Main Street, Leicester, MA 015241436	12/26/19	12/25/22	\$0.08550

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MECO	6264084000	Waite St Community Field, Leicester, MA 015240000	11/25/19	11/24/22	\$0.08550
MECO	6268564009	Lehigh Rd Shed Pole 6, Leicester, MA 01524	11/25/19	11/24/22	\$0.08550
MECO	6543047003	3 Washburn Sq Flood Lights, Leicester, MA 015241333	12/18/19	12/17/22	\$0.08550
MECO	6593299002	172 PAXTON ST, POLE 30 COGEN, Leicester, MA 015241108	12/23/19	12/22/22	\$0.08550
MECO	6610996002	3 Washburn Sq Town Hall, Leicester, MA 015241333	11/25/19	11/24/22	\$0.08550
MECO	6615506008	S MAIN ST COGEN, LEICESTER, MA 01524	11/25/19	11/24/22	\$0.08550
MECO	6884663027	Paxton St @ Habberton, Leicester, MA 01524	11/25/19	11/24/22	\$0.08550
MECO	7324746006	3 Paxton Street, Leicester, MA 01524	11/25/19	11/24/22	\$0.08550
MECO	7515276004	Paxton St School Zone Light, Leicester, MA 015240000	11/25/19	11/24/22	\$0.08550
MECO	7515311008	Mannville St Recycling Ctr, Leicester, MA 015240000	11/25/19	11/24/22	\$0.08550
MECO	8758936004	15 Water Street, Leicester, MA 015241321	11/25/19	11/24/22	\$0.08550
MECO	8759228001	59 Peter Salem Rd Salt Shed, Leicester, MA 015241267	11/25/19	11/24/22	\$0.08550
MECO	8761867009	172 Paxton P29 Sign, Leicester, MA 015240000	11/25/19	11/24/22	\$0.08550
MECO	9037157000	S1 Maelect Owned Lighting, Leicester, MA 015240000	12/18/19	12/17/22	\$0.08550
MECO	9086107001	40 Winslow Ave Sr Ctr, Leicester, MA 015241113	11/25/19	11/24/22	\$0.08550
MECO	9105278009	325 Pleasant Street, Leicester, MA 015241423	12/26/19	12/25/22	\$0.08550
MECO	9105475017	Rochdale Park, Leicester, MA 015240000	11/25/19	11/24/22	\$0.08550

Notes: Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the Utility, ISO or other entity.

Payments to Certain Third-Parties. You acknowledge and understand that (a) we are making a flat fee, not based on sales or volume, to the **Massachusetts Municipal Association** ("Association") in connection with its efforts to facilitate the parties entering into this transaction; (b) the contract prices reflects the fee paid to Association; and (c) Association is acting on your behalf as its representative and is not a representative or agent of ours.

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SELECT BOARD MEETING MINUTES
MAY 20, 2019 at 6:30pm
TOWN HALL, SELECT BOARD CONFERENCE ROOM

CALL TO ORDER/OPENING

Chairwoman Provencher called the meeting to order at 6:31pm. Chair Dianna Provencher, Vice Chair Sandra Wilson, 2nd Vice Chair Brian Green, Selectman Harry Brooks, Selectman Rick Antanavica, Student Liaisons Alyssa Pupillo and Katheryn Stapel, Town Administrator David Genereux and Assistant to the Town Administrator Kristen Forsberg were in attendance.

1. SCHEDULED ITEMS

a. 6:30pm – Library Renovation and Expansion Project Update

Rob Para, OPM, provided an update on the library renovation and expansion project. The Library Building Committee has been meeting twice a month to make decisions on furniture, change orders, etc. Shelving and stone deliveries were delayed which pushed the project completion date back. The occupancy permit has been issued and the Building Committee is discussing additional gutters, completing the landscaping and the final masonry work. Mr. Para discussed proposed change order 16 which includes the deck coating and paint on steel beams at the mechanical room, window sill refinishing, glass repair, door alarm at the stairs, natural gas conversion, a unit heater, smoke detector in the electric room, sprinkler head cages and head caps and PVC trim in the book drop area at a total cost of \$30,809.75. The total project cost with the proposed work and projected change orders is approximately \$7.14M with change orders representing 7.73% of the total project cost. Mr. Genereux noted the \$1.9M Town match and State Library grant have been spent. Any changes from this point forwarded would be funded out of project donations. The one-year warranties started in April when the project reached substantial completion. The Grand Opening is scheduled for June 23rd from 2pm to 4pm and the soft opening is anticipated to be June 4th. A motion was made by Mr. Brooks and seconded by Mr. Green to approve change order 16. The motion carried 5:0:0.

b. 6:45pm – Executive Session

- i. Exceptions 3 & 7 – Discuss strategy with respect to pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885CV00985 pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007).**

ii. Executive Session Minutes

A motion was made by Mr. Brooks and seconded by Ms. Wilson to enter into executive session at 7:03pm under Mass General Law Chapter 30A, Section 21A, Exceptions 3 and 7, to discuss strategy with respect to litigation (BSI Litigation); meeting with Town Counsel pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007) to discuss pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885CV00985 and to review executive session minutes. The Chair declared that to discuss these matters in open session would compromise the position of the Town. Roll call: 5:0:0.

2. PUBLIC COMMENT PERIOD

No members of the public provided comment.

3. REPORTS & ANNOUNCEMENTS

a. Student Liaison Reports

The Student Liaisons provided updates from the Leicester Public Schools including the Memorial Day ceremonies, Band and Chorus concerts, the 8th grade trip to DC, the Honor Society trip to 5 Wits, senior exams, MCAS, the senior class trip and graduation.

b. Select Board Reports

The Select Board discussed a number of topics including today being the third anniversary of the murder of Officer Ron Tarentino and remembering him and thinking of his family, the very successful Special Olympics, the preschool games on May 31st, Earth Day yesterday, happy birthday to Rita Smith who is turning 95 and was the queen of the senior prom, dog licensing by June 1st, the Memorial Day Parade next Monday beginning at Memorial School at 10:30am, the 11am service on the common, Deja Nu being open on Saturdays, thanks to Sandy and Harry for time spent on Special Olympics, Mr. Green rescinding his nomination for Select Board, the quarterly EDC meeting, obtaining letters of recommendation for grants from our State Representative, the ceremonies at veterans square and the Burncoat Park cleanup June 9th from 8am to 1/2pm.

The Town Administrator noted the Fire Station retention ponds will be drained into the stormwater system tomorrow, materials have been dropped off for the Church Street bridge project and construction will commence this week, weather permitting (the August 14th deadline stands) and an all call was sent out regarding the Middle School Building Project public forum tomorrow at 7pm in the Middle School gym.

c. Proclamation – Alyssa Pupillo

A motion was made by Mr. Brooks and seconded by Ms. Wilson to approve a proclamation for Alyssa Pupillo, Student Liaison. The motion carried 5:0:0.

4. RESIGNATIONS & APPOINTMENTS

a. FY20 Reappointments

Ms. Forsberg presented a list of positions up for reappointment for informational purposes. Reappointments will happen in June.

b. Appointments – Special Police Officers & Constables – FY20

A motion was made by Ms. Wilson and seconded by Mr. Brooks to appoint the list of Special Police Officers and Constables for FY20 as presented. The motion carried 5:0:0.

c. Appointment – Department Assistant – Development & Inspectional Services (DIS)

Mr. Genereux discussed the search for a Department Assistant for DIS, which did not result in any viable candidates. Mr. Genereux stated the Town is working with Complete Staffing who has put forth a candidate that the Town has interviewed and would like to try out.

5. OTHER BUSINESS

a. Common Victualler & General Entertainment Licenses - Joe’s Drive In – 1673 Main Street

A motion was made by Mr. Brooks and seconded by Ms. Wilson to approve the Common Victualler and General Entertainment Licenses for Joe’s Drive In, 1673 Main Street. The motion carried 5:0:0.

b. Common Victualler, General Entertainment and Theatre Licenses – Leicester Drive In – 1675 Main St

A motion was made by Mr. Brooks and seconded by Ms. Wilson to approve the Common Victualler, General Entertainment and Theatre licenses for the Leicester Drive In, 1675 Main Street. The motion carried 5:0:0.

c. Senior Center Donations

A motion was made by Mr. Brooks and seconded by Ms. Wilson to accept the senior center donations as presented. The motion carried 5:0:0.

d. Parks and Rec Donation – Tarentino Memorial Fund in memory of Gordon O’Rourke

A motion was made to accept the donation to the Tarentino Memorial Fund in honor of Gordon O’Rourke. The motion carried 5:0:0.

e. PILOT Agreement - Mulberry Street Solar Project

Mr. Genereux discussed a proposed PILOT agreement for real and personal property taxes between the Town and Syncarpha, LLC. The site will have 3.82MW worth of power on 27.6 acres owned by Mulberry Street Realty LLC. Payment to the Town would be is \$15,000 per megawatt or \$58,380 per year for 20 years. A motion was made by Ms. Wilson and seconded by Mr. Antanavica to approve the PILOT agreement with Mulberry Street Realty LLC. The motion carried 5:0:0.

f. Contract – Complete Streets Grant Phase I Project Design – Howard Stein Hudson

Mr. Genereux discussed the proposed Howard Stein Hudson contract for the design of the North Main Street Improvement Project at a cost of \$69,910, noting that the Historical Commission will have a subcommittee working with the Town on the design to make sure their concerns surrounding the Town Common will be addressed. The improvements to be made are all in the public way and will not impact the Common. A motion was made by Mr. Antanavica and seconded by Mr. Green to sign the contract with Howard Stein Hudson for Phase I of the Complete Streets Grant (North Main Street Improvement Project). The motion carried 5:0:0.

g. Grant Application – EEA Economic Development Study

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to sign a letter of support for an EEA Economic Development Study to be completed by CMRPC. The motion carried 4:0:1 with Ms. Provencher abstaining.

h. Outside Job Postings

The Board agreed that a bulletin board can be used at Town Hall to put up job opportunities offered by Leicester businesses to help residents who may be looking for jobs and to support local businesses. Postings will be date stamped and kept up for either 30 days or until the posting expires.

i. Public Safety Day

Public Safety Day 2019 will be held on June 18th from 5-7pm at the Town Hall with a rain date of June 25th from 5-7pm.

j. Memorial School Disposition and Subcommittee Discussion

A motion was made by Mr. Brooks and seconded by Ms. Wilson to create a 7-member Memorial School Disposition Subcommittee with one representative each from the Select Board, School Committee, Planning Board and Finance Advisory Board plus 3 at large resident members. The motion carried 5:0:0.

A motion was made by Mr. Antanavica and seconded by Mr. Brooks to extend the meeting past 10pm. The motion carried 5:0:0.

k. Hillcrest Lease RFP

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to reject all bids received for the Hillcrest Country Club Lease RFP, to put the lease back out to bid and to create a three person evaluation committee consisting of two Board Members and the Assistant to the Town Administrator who is a certified Public Purchasing Official. The motion carried 5:0:0.

6. MINUTES

a. May 6, 2019 & May 7, 2019

A motion was made by Ms. Wilson and seconded by Mr. Antanavica to approve the minutes of May 6th and May 7th. The motion carried 5:0:0.

A motion to adjourn was made by Mr. Brooks and seconded by Mr. Antanavica at 10:06pm. The motion carried 5:0:0.

SELECT BOARD MEETING MINUTES
MAY 23, 2019 at 6:30pm
BECKER COLLEGE, BORGER 110, 964 MAIN STREET, LEICESTER, MA 01524

CALL TO ORDER/OPENING

Chairwoman Provencher called the meeting to order at 6:35pm. Chair Dianna Provencher, Vice Chair Sandra Wilson, 2nd Vice Chair Brian Green, Selectman Harry Brooks, Selectman Rick Antanavica and Town Administrator David Genereux were in attendance.

1. Discuss 3-5 Year Goals

- Mr. Brooks stated that the Town should be looking at fencing the retaining ponds on the fire station property, as a potential hazard to the public. Ms. Wilson said that many public retention ponds aren't fenced. Mr. Genereux agreed to obtain quotes for a chain link fence.
- Mr. Genereux related to the Board that Representative LeBoeuf was told by the Attorney General's Office that if the Cherry Valley water budget is not in place by June 30th, they could continue to fund operations under MGL Chapter 44 Sections 4 and 9, but could not change water rates.
- Mr. Genereux further discussed water bills and liens on property in Cherry Valley. Ms. Wilson explained that the foreclosures happening in Cherry Valley were not directly connected to water or sewer bills. Mr. Brooks stated that they could be. There was further discussion about the effect of the water/sewer situation on property values.
- Mr. Genereux discussed a recent email received from Mass DOT regarding paving of Route 9 to take place in July and August. Mr. Genereux stated that he would try to get more information from Mass DOT.
- Mr. Green stated that he wanted to concentrate on economic development when he comes of the Board. He will be working on the natural gas expansion. Mr. Antanavica asked that a survey be sent to Staffordshire.
- Mr. Brooks asked about installation of charging stations for electric cars. Mr. Green stated that they are no available very cheaply through grant funding, and suggested using CMRPC.
- Mr. Brooks asked about what the Town will be spending its Chapter 90 allotment on this year, as funding could not be used to improve the Town Hall parking lot. Mr. Genereux stated that it would be on the June 3 agenda.
- Ms. Provencher discussed the formation of the committee to dispose of the Memorial School.
- Mr. Brooks inquired about water being taken from Henshaw Pond for irrigation at the Hill Crest Golf Course. Mr. Genereux said that he would check into it.
- Mr. Brooks asked about the how the Public Safety meetings were going. Mr. Genereux discussed a few issues that have been taken on by the Committee thus far. Mr. Brooks asked about conditions on Rogers Street, and stated that the intersection of Auburn and Tobin needed a stop sign. He further suggested a flashing light on Route 9 at Burncoat Street, and a stop sign at the intersection of Main and Paxton Street westbound.
- Ms. Provencher spoke of the issue with water chestnuts in the town ponds and asked whether they could be cleaned up as part of the annual MVP grant. Mr. Genereux stated that it could, but the Town would have to alter its' hazard mitigation plan to make that item a priority.

2. Review Comprehensive Policy Manual

No discussion was held on this topic

3. 7:35 pm – Executive Session

- i. **Exceptions 3 & 7 – Discuss strategy with respect to pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885CV00985 pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007).**

A motion was made by Ms. Wilson and seconded by Mr. Brooks to enter into executive session at 7:35 pm under Mass General Law Chapter 30A, Section 21A, Exceptions 3 and 7, to discuss strategy with respect to litigation (BSI Litigation) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007) to discuss pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885CV00985. The Chair declared that to discuss these matters in open session would compromise the position of the Town. Roll call: 5:0:0.

Executive Session Motion

Board Member 1

I move to go into Executive Session under MGL Chapter 30A, Section 21(a) under

Exceptions 3 & 7 – Discuss strategy with respect to pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885CV00985 pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007).

The Board will reconvene in open session only for the purpose of adjournment.

Board Member 2

Second

Chairperson

To discuss these matters in open session would compromise the position of the Town, the Chair so declares.

VOTE BY ROLL CALL