

PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: October 11, 2022

TIME: 6:00pm

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

REQUESTED BY: Maria E. Cataloni, Executive Assistant

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

<https://meet.goto.com/leicesterselectboard>

(571) 317-3122; Access Code: 364-032-797

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 6:00pm – Flammable Storage – Propane – Storage License & Driveway Permit
- b. 6:15pm – Valerio Romano/Arefa LLC – HCA Agreement
- c. 6:45pm – Pole and Wire Locations Public Hearing – Pine Street

2. PUBLIC COMMENT PERIOD

3. CIVIC ANNOUNCEMENTS

4. RESIGNATIONS & APPOINTMENTS

- a. Mychelle Phillips – Economic Development Committee
- b. Paul Fontaine – Economic Development Committee
- c. Denise Weikel – Economic Development Committee
- d. Rich Jenkins – Economic Development Committee
- e. Appointment– Former Becker Advisory Committee

5. OTHER BUSINESS

- a. Contract for Design of Borger Hall –Jamie Hughes (Dennis Coldwell Architects)
- b. Recommendations from Former Becker Advisory Committee (FBAC)
- c. Highway Bids
- d. Approval State Contract – Auburn Street Bridge
- e. Town Meeting recommendations
- f. Town Yard Sale – Contents of Victorians

6. MINUTES

- a. August 18, 2022
- b. September 19, 2022

7. REPORTS

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



Town of Leicester
Highway Department
59 Peter Salem Rd
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7021 Fax: (508) 892-7058
www.leicesterma.org

DATE 9/23/22

PERMIT TO OPEN ROAD OR SIDEWALK

Future permits will not be issued if failing to adhere to these regulations.

Subject to all terms, conditions and restrictions printed or written below permission is hereby given to:

Before a permit is issued to open a road or sidewalk or section of road or sidewalk, grantee will be required to file with the Board of Selectmen a memorandum of property and liability insurance carried, showing the expiration date of said insurance with the minimum limits of property insurance to \$1,000,000.00 and the minimum limits of liability insurance to \$3,000,000.00. Grantee shall have the property and liability insurance policies cover both the Grantee and the Town of Leicester.

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

One half of the roadway shall be opened at a time. One half of the pipe shall be installed before the other half. One-way traffic shall be maintained at all times. When one-way traffic prevails, uniformed traffic police shall be in attendance at the expense of the Grantee. Contact police chief before opening.

Where the compacted surface of the roadway is disturbed, all backfilling will be replaced with the approved material, in six-inch (6") layers using BMPs for compaction, and the top twelve inches (12") shall consist of only new selected gravel. After backfilling has been completed and sub-grades re-established, a two-inch (2") bituminous concrete Type I temporary patch shall be installed and maintained by the Grantee for a period of at least thirty (30) days. Patch, gravel, and compactor will be on site before opening of road or sidewalk.

The permanent patch will consist of two and one half inches (2-1/2") of Type I bituminous concrete binder after compaction, and one and one half inches (1-1/2") of Type I bituminous concrete after compaction to match existing surface one inch (1") above grade.

Where bituminous concrete road is less than five (5) years old, an infrared patch will be required. All excavation is to be square cut.

The Town of Leicester requires that the entire street be paved shoulder to shoulder in construction area, following the opening of a street for sewer installation after permanent patch has been installed in trenches and approved by the Highway Superintendent at no cost to the Town. Size of patch/repair length or width will determine if full Type I replacement berm to berm for the best preservation of the public way. Reviewed by the Road Conversion Committee and the Highway Department.

The Contractor will be responsible for the good condition of his excavation and replacement of road surface for a period of four (4) years and proper sealing of all joints at repairs/replacements from the date of the Highway Superintendent's final approval.

In granting this permit, it is the intent of the Highway Superintendent that all finished work will be restored to its original condition, unless otherwise stipulated. And at no time will the safety of the public be jeopardized, and good engineering practices be used at all times.

All work and materials must conform to the Massachusetts Department State Standards Highways, Bridges and Waterways.

The grantee should exercise care to prevent damage to major root systems of trees. In the event damage to roots as determined by the Highway Superintendent is severe enough to cause the eventual death of a tree, it shall be removed and replaced by a new tree.

Necessary barriers, signs, and bomb lighting shall be provided by the grantee conforming to the Department Manual Uniform Standard Traffic Control Devices. If a snow or ice condition exists during progress of the work, the grantee shall keep the roadway well sanded to a point not less than two hundred feet (200') beyond the limits of the barriers and signs.

All grass areas where disturbed shall be restored to as good condition as found by loaming and seeding.

Care shall be exercised to protect existing underground structures.

The bounds shall not be disturbed or buried.

All street approaches and driveways where disturbed shall be replaced conforming to original alignment, grade and materials.

The grantee shall exercise this permit subject to all the rules and regulations made from time to time by the said Highway Department of Leicester, and nothing in this permit shall be construed as authorizing any installation or maintenance thereof, except in strict conformity with all Federal, State and Town laws, ordinances and regulations.

The grantee shall indemnify and save harmless the Town of Leicester against all suits, claims or liability of every name and nature arising at any time out of or in consequence of the Acts of the Grantee in the performance of the work covered by this permit, and/or failure to comply with the terms and conditions of this permit whether by itself or its' employees or sub-contractors.

A copy of this permit will be made available at the project site at all times during the progress of the work, for the inspection of the Department personnel. Should the grantee or contractor not have a copy at the site, the work will be stopped until such permit is available.

ALL OF SAID WORK SHALL BE DONE AS DIRECTED BY AND TO THE SATISFACTION OF THE HIGHWAY SUPERINTENDENT OF THE TOWN OF LEICESTER.

This permit shall be void unless the work therein contemplated shall have been completed in ninety (90) days unless otherwise stipulated.

In consideration of granting this permit

Pierce Builders 522 Salmon Brook Granby, CT
 Contactor Address
 860 653-7283 860 883 6710
 Telephone 24-Hour Telephone
 [Signature] President
 Contractor's Signature Title

Hereby agrees to all terms and stipulations as described in this permit:

Approved Disapproved _____ Supt. of Streets [Signature]
 Comments _____
 Approved Disapproved _____ Chief of Police [Signature]
 Comments Details required
 Approved Disapproved _____ Town Administrator [Signature]

Street Name & Number or Telephone Pole Number of Location 92 HUNTON MEMORIAL HIGHWAY
 LEICESTER, MA

THIS PERMIT WILL NOT BE ISSUED WITHOUT THE FOLLOWING:

Dig Safe Number 20223814735 Date & Time Called 9/23/22 10:00 A.M.
 Date & Time of Approval _____

NO PERMITS WILL BE ISSUED AFTER THE FIRST MONDAY IN NOVEMBER OR BEFORE THE FIRST MONDAY IN APRIL:

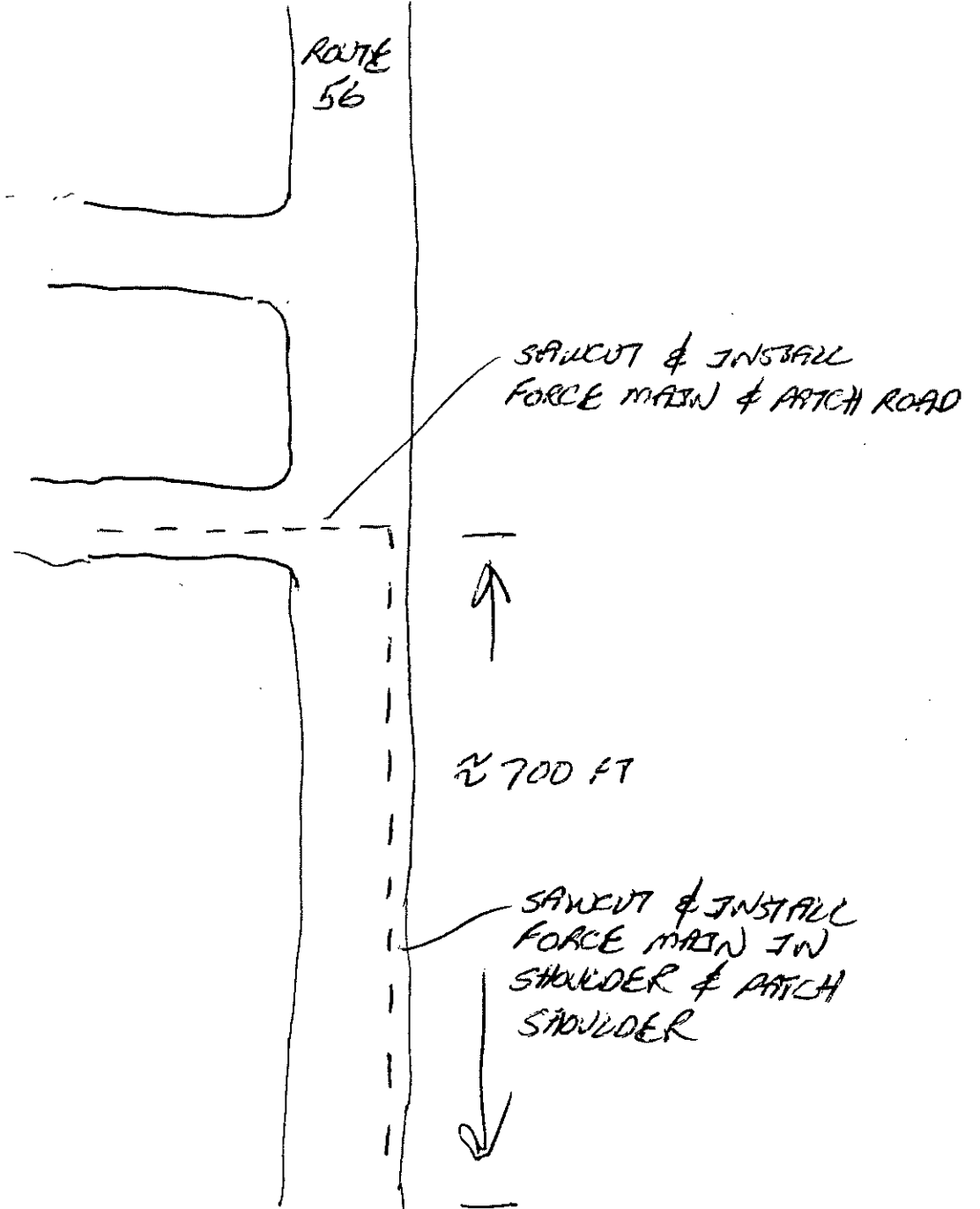
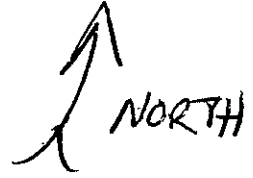
When the above has been completed, the Contractor shall have copies made of this agreement. The original shall go to the Highway Department. Other copies will go to the Police Department and the office of the Town Administrator. The Contractor shall keep a copy with him/her on the job site.

DIAGRAM PLOT PLAN BELOW OR ON OPPOSITE SIDE

DIG SAFE # 20223814735

NEW WAREHOUSE

92 HUNTON MEMORIAL HWY
LEICESTER, MA.



↓ TO STAFFORD RD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2022

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

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


PRODUCER Ahrens, Fuller, St. John & Vincent Inc. 1699 King St. Suite 209 Enfield CT 06082	CONTACT NAME: Jaclyn Meisterling PHONE (A/C, No, Ext): (860) 668-3960 FAX (A/C, No): (860) 668-4496 E-MAIL ADDRESS: jmeisterling@afsvinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Middlesex Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Pierce Builders Inc, DBA: HPJ Construction Co et al 522 Salmon Brook St Granby CT 06035	

COVERAGES **CERTIFICATE NUMBER:** Master 22-23 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		A0086529 004	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		A0086529 001	08/31/2022	08/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		A0086529 005	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A0086529-006	02/01/2022	02/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: W145-1002, Corcoran Brennan Leicester Central; With regard to this Project, the following are additional insureds on a primary, non-contributory basis for Auto Liability, and for General Liability for current, ongoing, and completed operations when required in a written contract with the Named Insured: ARCO National Construction Company, Inc., 900 North Rock Hill Rd., St. Louis, MO 63119, and Corcoran Brennan Leicester Central. Waiver of subrogation is in favor of the aforementioned entities for General Liability, Auto Liability, and Workers Compensation when required by written contract with the Named Insured. 30 days Notice of Cancellation will be afforded the Certificate Holder. See attached applicable policy forms.

CERTIFICATE HOLDER ARCO National New England, Inc. A division of ARCO National 30 Speen St. Suite 300 Framingham MA 01701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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FP-002A
(Rev. 1.2018)

The Commonwealth of Massachusetts
City/Town of Leicester

Application For License

Massachusetts General Law, Chapter 148 §13

New License Amended License

GIS Coordinates

LAT.

LONG.

License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 0, 90 & 92 Huntoon Memorial Highway, Leicester, MA 44 A4.10; 44 A6 0; & 44 A5 0
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: BP Leicester Fee Owner LLC

Address of Land Owner: Braintree, Ma. 02184

Use and Occupancy of Buildings and Structures: Warehouse, Distribution, Manufacturing

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

N/A
Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums

Total quantity of all flammable liquids to be stored: _____

Total quantity of all combustible liquids to be stored: _____

Total quantity of all flammable gases to be stored: _____

Total quantity of all flammable solids to be stored: _____

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 6,000 gallons
List sizes and capacities of all aboveground containers used for storage: Six (6) 1,000 Gallon Tanks

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: N/A
List sizes and capacities of all underground containers used for storage: N/A

Total aggregate quantity of all LP-gas to be stored: N/A

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.3G: N/A Type/class of magazine used for storage: N/A
❖ Maximum amount (in pounds) of Class 1.4G: N/A Type/class of magazine used for storage: N/A
❖ Maximum amount (in pounds) of Class 1.4: N/A Type/class of magazine used for storage: N/A

Total aggregate quantity of all classes of fireworks to be stored: N/A

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.1: N/A Number of magazines used for storage: N/A
❖ Maximum amount (in pounds) of Class 1.2: N/A Number of magazines used for storage: N/A
❖ Maximum amount (in pounds) of Class 1.3: N/A Number of magazines used for storage: N/A
❖ Maximum amount (in pounds) of Class 1.4: N/A Number of magazines used for storage: N/A
❖ Maximum amount (in pounds) of Class 1.5: N/A Number of magazines used for storage: N/A
❖ Maximum amount (in pounds) of Class 1.6: N/A Number of magazines used for storage: N/A

I, Peter Mahoney, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature Peter Mahoney Date 9/12/22 Name Peter Mahoney

Fire Department Use Only

I, _____, Head of the _____ Fire Department endorse this application with my

Approval Disapproval

Signature of Head of the Fire Department

Date

Recommendations: _____

Account Number:	692722
Customer Name:	Leicester Board Of Selectmen
Customer Address:	Leicester Board Of Selectmen 3 Washburn SQ Leicester MA 01524-1333
Contact Name:	Leicester Board Of Selectmen
Contact Phone:	5088927000
Contact Email:	
PO Number:	

Date:	09/16/2022
Order Number:	7801156
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	31.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
NEO WOR Telegram & Gazette	1	09/21/2022 - 09/21/2022	Govt Public Notices
NEO WOR telegram.com	1	09/21/2022 - 09/21/2022	Govt Public Notices

Total Order Confirmation	\$41.54
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Ad Preview

Notice of Public Hearing Flammable Storage License 0, 90 & 92 Huntoon Highway in Leicester

The Leicester Select Board will hold a public hearing to consider a request for a flammable storage license for 0, 90 & 92 Huntoon Highway in Leicester on Monday, October 3rd at 6:00pm. The hearing will be held in the Select Board Conference Room, Lower Level, 3 Washburn Square, Leicester, MA, or virtually using GoToMeeting. Members of the public can attend electronically by visiting:

<https://meet.goto.com/482615301> or by calling (571) 317-3122 and entering access code 482-615-301. Comments may be sent to select-board@leicesterma.org prior to October 3rd, 2022 at noon. Contact the Town Administrator's Office at 508-892-7077 for more information.

9/21

BP Leicester Fee Owner, LLC

Braintree, MA
02184

September 20, 2022

Town of Leicester
3 Washburn Square
Leicester, MA 01524

ABUTTER NOTIFICATION LETTER

SUBJECT: Installation of Propane Tanks

As an abutter within 300 feet of a proposed project, please be advised that an Application for License has been filed with the Select Board office who plans on holding a public meeting. Below is the pertinent information regarding this application:

APPLICANT: BP Leicester Fee Owner LLC

PROJECT ADDRESS: 0, 90 & 92 Huntoon Memorial Highway, Leicester, MA
Assessor's Map and Parcel ID: 44 A4. 10; 44 A6 0; & 44 A5 0

PROJECT DISCRIPTION: Install Six (6) aboveground propane storage tanks for servicing the building.

APPLICANT CONTACT: Peter Mahoney
Braintree, MA 02184

PUBLIC HEARING LOCATION: Leicester Town Hall
3 Washburn Square
Leicester, MA 01524

DATE & TIME: October 3, 2022 @ 6:00 PM



Town of Leicester
Highway Department
59 Peter Salem Rd
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7021 Fax: (508) 892-7058
www.leicesterma.org

DATE 9/23/22

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One half of the roadway shall be opened at a time. One half of the pipe shall be installed before the other half. One-way traffic shall be maintained at all times. When one-way traffic prevails, uniformed traffic police shall be in attendance at the expense of the Grantee. Contact police chief before opening.

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Approved Disapproved _____ Supt. of Streets [Signature]

Comments _____
 Approved Disapproved _____ Chief of Police [Signature]

Comments Details required
 Approved Disapproved _____ Town Administrator [Signature]

Street Name & Number or Telephone Pole Number of Location 92 HUNTON MEMORIAL HIGHWAY
 LEICESTER, MA

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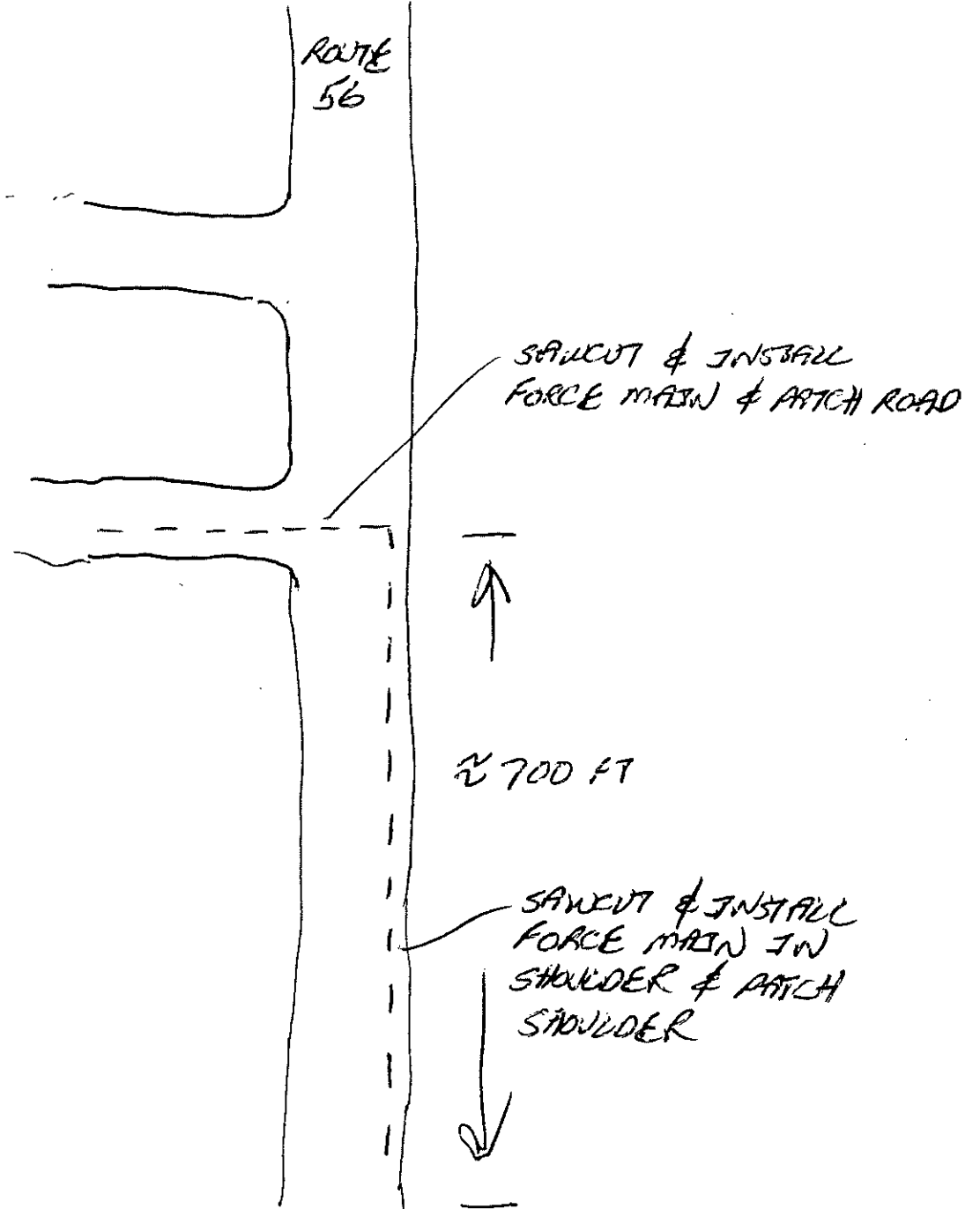
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DIG SAFE # 20223814735

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LEICESTER, MA.



↓ TO STAFFORD RD



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PRODUCER Ahrens, Fuller, St. John & Vincent Inc. 1699 King St. Suite 209 Enfield CT 06082	CONTACT NAME: Jaclyn Meisterling PHONE (A/C, No, Ext): (860) 668-3960 FAX (A/C, No): (860) 668-4496 E-MAIL ADDRESS: jmeisterling@afsvinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Middlesex Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Pierce Builders Inc, DBA: HPJ Construction Co et al 522 Salmon Brook St Granby CT 06035	

COVERAGES **CERTIFICATE NUMBER:** Master 22-23 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	A0086529 004	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	A0086529 001	08/31/2022	08/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	A0086529 005	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	A0086529-006	02/01/2022	02/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

PROJECT: W145-1002, Corcoran Brennan Leicester Central; With regard to this Project, the following are additional insureds on a primary, non-contributory basis for Auto Liability, and for General Liability for current, ongoing, and completed operations when required in a written contract with the Named Insured: ARCO National Construction Company, Inc., 900 North Rock Hill Rd., St. Louis, MO 63119, and Corcoran Brennan Leicester Central. Waiver of subrogation is in favor of the aforementioned entities for General Liability, Auto Liability, and Workers Compensation when required by written contract with the Named Insured. 30 days Notice of Cancellation will be afforded the Certificate Holder. See attached applicable policy forms.

CERTIFICATE HOLDER ARCO National New England, Inc. A division of ARCO National 30 Speen St. Suite 300 Framingham MA 01701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Aria

cannabis

Tier 2 Cultivator and Processor Presentation

Mission Statement

Quality. Our goal is to provide Massachusetts consumers with the best quality flower and products available. The single most important focus of our team is producing the cleanest, finest possible cannabis.

Experience. Our team is composed of industry veterans with a combined experience of over 25 years. During that time, our team has successfully operated within the guidelines set forth by the state of Massachusetts and refined every aspect of cultivation and production.

Care. A careful growing process begins with sourcing the best possible genetics, something our team has perfected. We have built relationships with some of the finest breeders in the industry. From seed to harvest, we tend each plant with the utmost care and attention, consistently ensuring the best possible flower.

Keeping such a close eye on all of our plants and products creates an internal quality control measure unmatched by producers with larger plant counts. Our small batch mentality creates a superior end product.



Our Team

Edward Barry, Founder & CEO
Worcester, MA

Managing teams of people throughout all stages of the process from the initial buildout to the harvest/ post-production phases, Ed specializes in the development, growth, execution and compliance of commercial cannabis distribution, commercial grow facilities, and large-scale edible and concentrate production.

John Glowik Jr., Sr. Advisor
Auburn, MA

John is responsible for the opening of 5 dispensaries in MA, NH, and CT, as well as cultivation facilities in MA and NH. John incorporated the entities, funded and engaged in all state and local regulatory applications along with the design and build of all facilities.

Donna Glowik, Sr. Finance Advisor
Shrewsbury, MA

Accomplished Commercial Banking SVP and NE Regional Director with 20+ years of experience at East West Bank, Citibank, and Bank of America, Donna managed a team with a focus on small to mid-sized businesses to assist in all aspects of commercial banking.

Klaus Poltilla, Director of Cultivation
Hancock, NH

Klaus is experienced in the traditional and indoor commercial methods of propagation of Cannabis plants. He brings a strong competency in reviewing operations in a strategic fashion in order to identify opportunities for cost savings, process improvements, and business restructuring for the purpose of gaining efficiencies and improving/increasing outputs in the emerging Cannabis market.

Shane Frowein, Director of Operations
Dudley, MA

Over numerous years observing the trials and errors and fine-tuning a skill set for optimal results, Shane has developed strengths that would benefit any company. Shane has over 10 years researching and perfecting cannabis cultivation techniques, and the abilities to install, operate, troubleshoot, and maintain the equipment required in all areas of commercial cultivation. Shane is a necessary piece to the puzzle at Arefa.

Francis Matthews, Director of Security
Foxboro, MA

Former Massachusetts State Police Lieutenant Colonel Frank Matthews is an integral part of the team at Arefa. He brings over 7 years of experience providing security analysis and equipment placement for cultivation and dispensary facilities within the states of New Hampshire and Massachusetts. A consummate professional, he is well recognized and respected by local law enforcement officials.

Flexibility

Arefa will be applying for Tier 2 Cultivation and Product Manufacturing Licenses; all products will then be sold to licensed retailers. Every aspect of the business and cultivation strategy has been chosen to optimize plant quality and potency, positioning **Arefa** as a top shelf producer utilizing the latest cultivation technologies and methods, including LED lighting, fully sealed environments, and a soil-less grow medium.

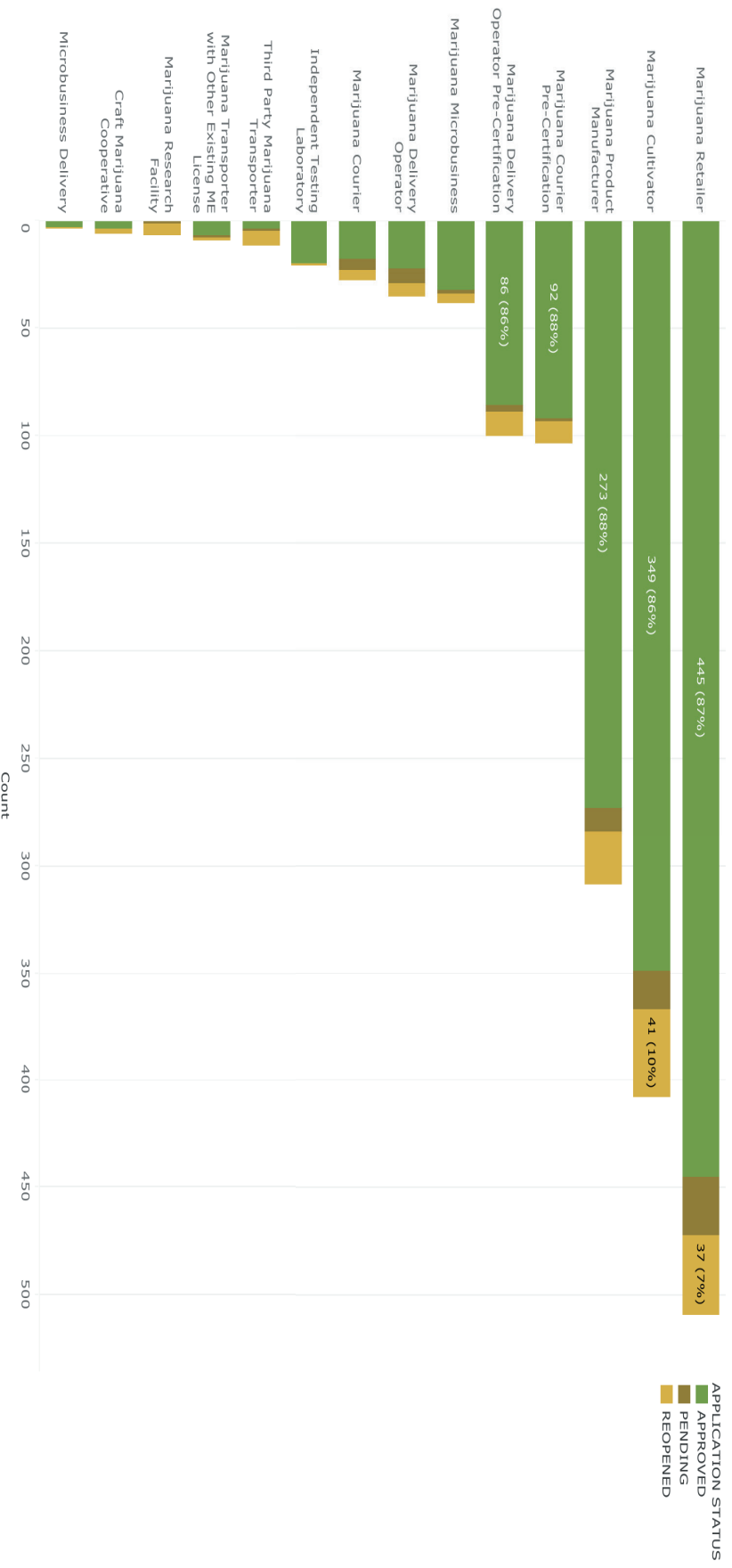
The license gives **Arefa** the flexibility to cultivate/ sell raw flower, process flower into concentrates and infused products, and/or purchase additional raw flower for processing.

Wholesale prices will decline as more licensees enter the market. **Arefa** intends on using the flexibility of the Tier 2 license as a hedge against falling wholesale flower prices, focusing on cultivation efforts in early years to maximize flower output while market supply is lower, and shifting focus in later year to production of the latest in demand good with higher margins.



Opportunity In The Market

With more and more dispensaries (retailers) coming online without a cultivation facility (See graph via CCC) there is a definite need in the market for wholesale flower and products, especially that of higher quality. Our team has built great relationships with these retail outlets, **ensuring distribution** to the people of Massachusetts.



Data Last Updated 9/30/2022

While a Tier 2 Cultivator License in the state of MA is capped at 10000 sqft of canopy space to grow, we will also be able to process material from other producers (with no limit annually) in our lab space. This is the reason we have found a building with a much larger footprint (15000 sqft).

We have set aside ample space to run our own material as well as others to help keep up with the demand for quality in the State.

Building

Arefa will renovate/ build-out an existing building/ structure located at 424 Main St in the Town of Leicester, MA.

The building is a 15,000 square foot structure on 3 acres. Built in 2000. The building has a metal roof and frame, with a masonry foundation. Previously used as a storage warehouse.



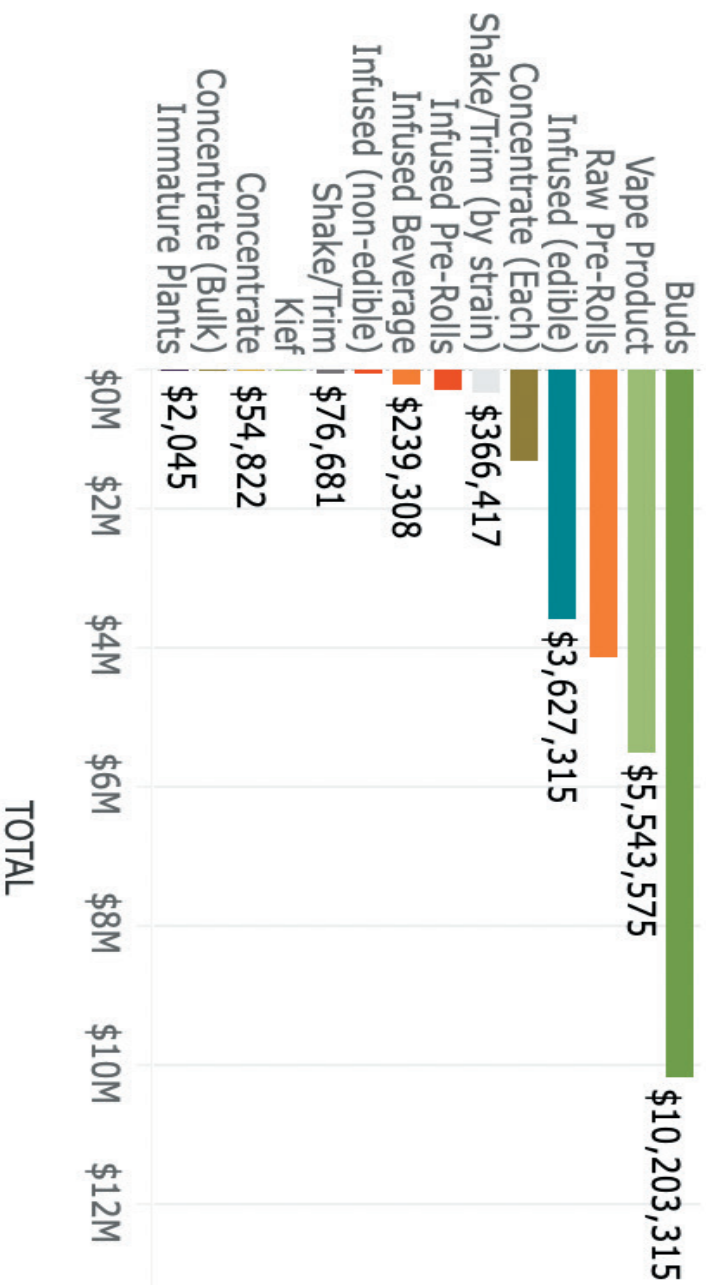
This facility will only distribute marijuana and marijuana products to other licensed Marijuana Establishments in the Commonwealth of Massachusetts. No retail sales will occur at **Arefa's** cultivation facility.

In compliance with the Town of Leicester Zoning Ordinance, **Arefa's** proposed Marijuana Establishment is located in the industrial district.

Product Offerings

It all starts with our top-shelf flower, our main product. We then cure it for sale or it gets flash-frozen and prepared for **solventless extraction**. That material can then be used for a variety of infused products. While flower (buds) will be our primary focus, we will also capitalize on the consumer need for concentrates and edibles, which make up an additional 40% of products consumed. (see graph via CCC)

Last Week's Sales by Product Categories



Focusing on what the consumer wants.

Why Solvent-less?

Solvent-less extraction processes typically involve using ice to chill cannabis flowers to subzero temperatures and agitating the resin glands to detach from the epidermis of the flowers. Heat and pressure extraction methods are sometimes implemented to make solvent-less concentrates, as well.

Typically speaking, they're smooth-hitting concentrates that highlight the product's aroma, flavor and overall effects better than other extraction methods.

Recently, solvent-less concentrates like rosin and full-melt bubble hash have risen to popularity since they are extracted **without the use of chemical solvents**, comparing similarly to the cannabinoid and terpene profiles of solvent-based extracts. Solvent-less concentrates are arguably considered a healthier form of concentrate due to the absence of any residual solvents on a parts-per-million (PPM) scale. Although all medical and adult-use solvent-based concentrates produced are purged and tested extensively to ensure residual ppm levels are in adherence with FDA regulations.

Attention to detail is critical in non-solvent extraction processes, as there are many factors that need to be considered to make a high-quality end product. The most important aspect of the entire process is understanding that the quality of the finished product is a direct result of the quality of the starting material. In other words, you get out what you put in, so using the best quality starting material is key to creating superior non-solvent extracts.

We believe the best solvent-less concentrates are created with fresh-frozen, high-quality cannabis flowers, because there are no chemicals introduced to the process. The chemical structure of the plant remains unaltered, resulting in rich and complete terpene and cannabinoid profiles.



Market Structure

Adult-use retailers reported just more than \$120 million in May 2022 sales, bringing the state's yearly total to \$585.6 million, representing a 20.7% increase from the \$485.2 million in sales during the same timeframe in 2021, according to the Massachusetts Cannabis Control Commission(CCC).

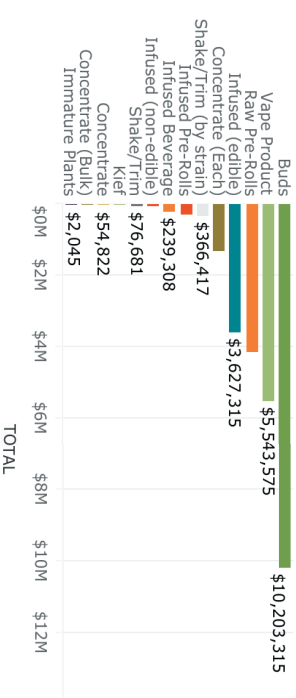
Year to Date
 Adult-use Marijuana
 Retailer
 1/1/2022-9/25/2022
 (YTD)
\$1.08B



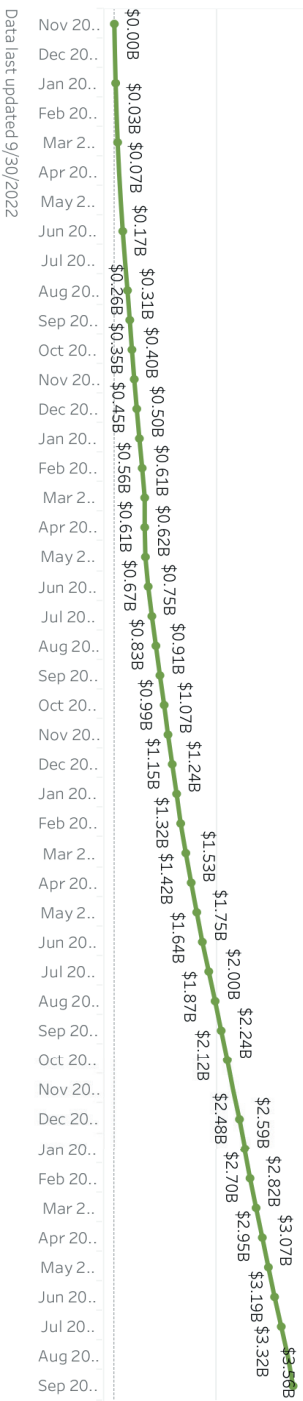
Adult-use Marijuana
 Retailer Last Week's
 Sales
 9/20/2022-9/25/2022
 (YTD)
\$26.0M



Last Week's Sales by Product Categories



Gross Sales Total
 Since Adult-use
 Marijuana Retailers
 Opened
 11/5/2018-9/25/2022
 (YTD)
\$3.56B



The market is ripe for entry, especially **supply side**, with over 800,000 Massachusetts residents categorizing as adult-use consumers, plus a further influx of cross state consumers. Leading analysts project supply shortages for the next few years in the adult-use cannabis market in MA.

Craft Cannabis

Craft cannabis is quality cannabis.

Similar to the craft beer industry, it is a **disrupter**, changing the industry and consumption habits of consumers who are looking for something with higher quality ingredients and taste profiles.

Consumers are pursuing products with an extreme attention to detail, something grown intentionally and made with passion and immense care.

This is what we are looking to provide at **Arefa**.

We have curated a catalog of seeds and tissue culture the likes of which the East Coast has never seen. Hand-picking these genetics for aroma, effect, taste, and appearance will provide the end-user with an experience that they will remember and request again by name.

Our products will be properly cured, hand-trimmed and hand-packaged. Indeed, it is with this hands on approach we have built quality assurance, guaranteeing that every time they see the **Arefa** logo, they will recognize that they are getting consistent, high-quality products.



Investment

Capital Expenses	
Lighting-	500k
HVAC-	500k
Wall panels-	400k
Alarm/ Surveillance System-	100k
GC-	250k
Engineering-	150k
Demo/ Reno-	250k
Electric-	500k
Plumbing-	250k
Lab Equip-	325k
Initial Operating Costs-	250k
Salaries-	965k
Misc Initial Expenses-	250k
Total-	\$4.690M

Given the size of the facility, we will have roughly 300 (630watt) light fixtures in our flower rooms and at a baseline of 1 gram per watt (sellable flower) we get a total of 189,000 grams per complete harvest (all 5 flower rooms), sellable flower, or roughly 415 lbs each cycle.

With a minimum of 4 crop cycles from each flower room, per year. It gives us a total of roughly 1660 lbs per year.

At a current market average of \$3,800 per lb, revenue of \$6.308M is **very realistic**.

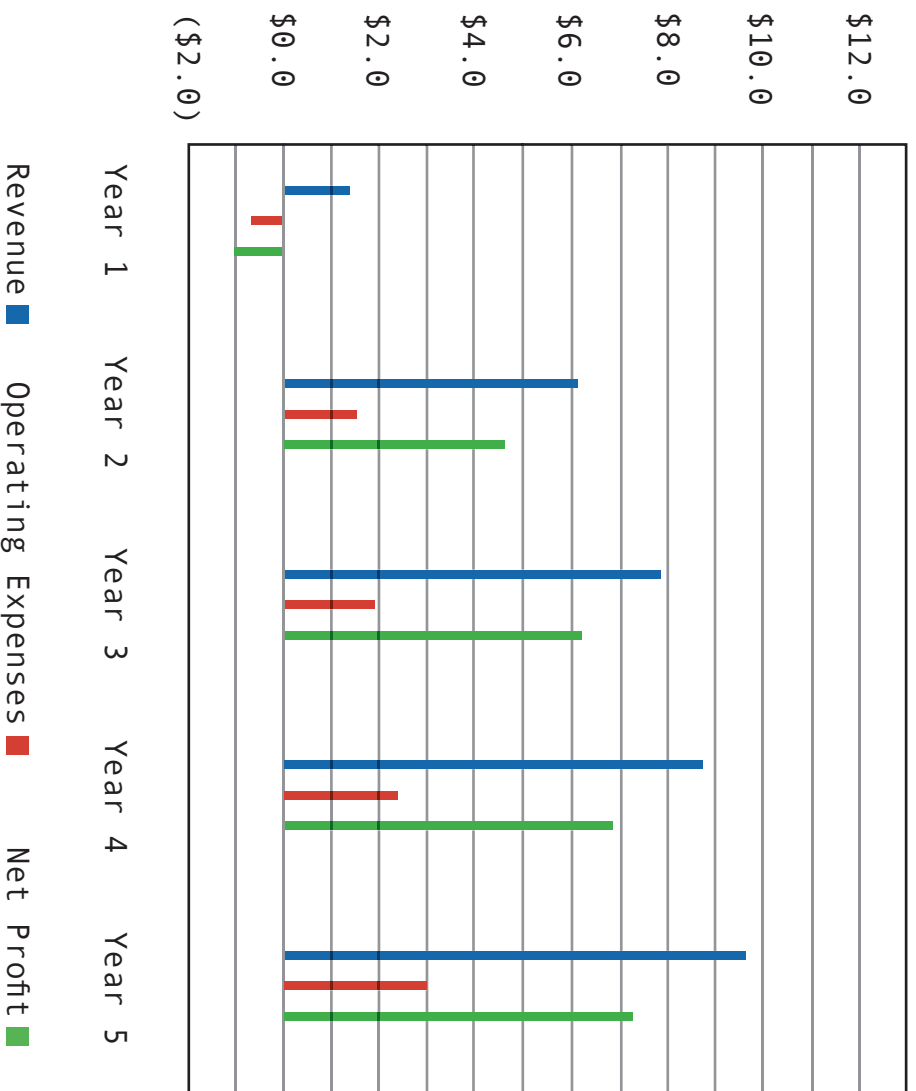
Arefa is currently seeking \$500k in seed funding in order to secure our ideal facility, navigate through local town approvals and prepare/ submit CCC application.

Arefa will then secure commitments for an additional \$4.69 million in core funding to support the build-out and initial operations. (See core expenses above)

Investment is ultimately contingent on Arefa's receipt of a Provisional License from the CCC - all funds will only be made available to Arefa if and when a license is secured.

Projections

Income Summary (\$ millions)



Ownership Equity Info

Arefa will be offering roughly 70% of the business for investment.

Seed Raise of 500K for 10%

Core Raise of 4.68M @ 78k for 1%
(78,167)

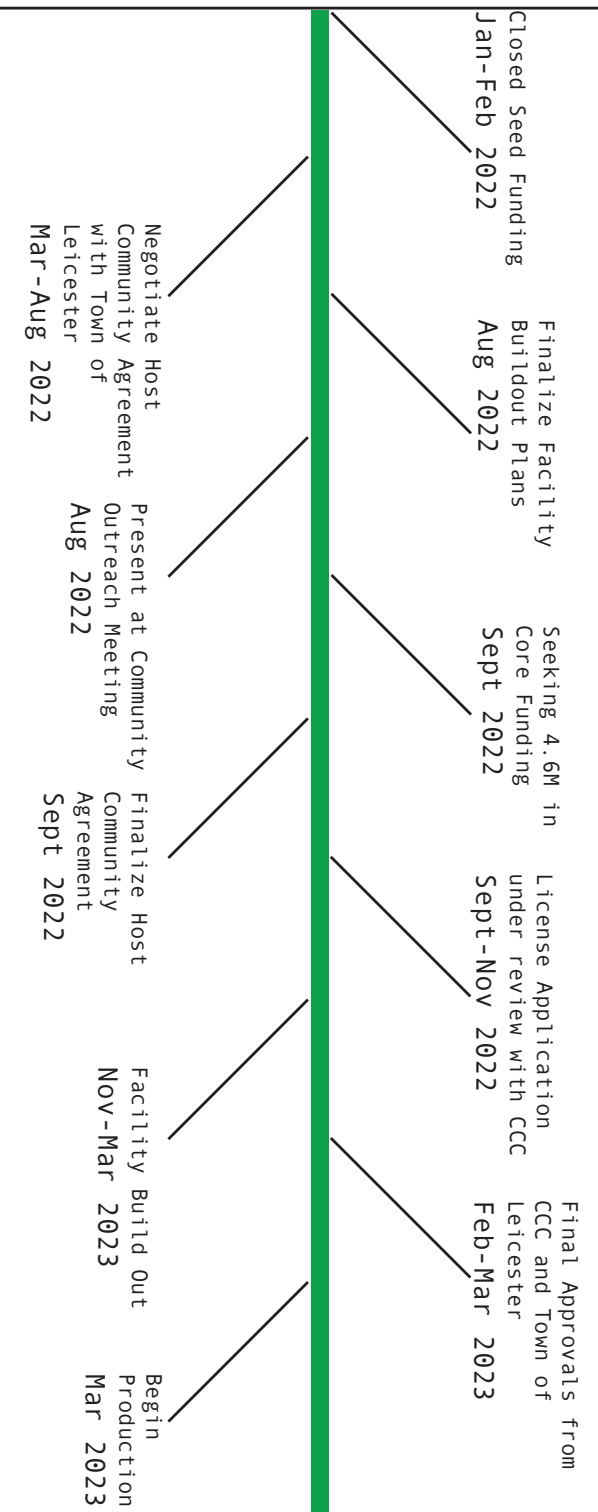
Totaling **\$5.18 million** needed for this project.

*Year 1 profits impacted by incomplete harvest/ production cycle, startup expenses, construction downtime and time for plants to mature.

*Flower Production under full operating power begins before year 2 at 1600 lbs of sellable flower increasing to 2000+ lbs in later years.

Timeline

Timeline of Operations



The CCC has stated a window of 90 days in which to review application and request any further information or follow-up up questions.

Upon successful review, **Arefa** will be awarded a Provisional License which gives permission to start the build out of the facility as per the approved blueprints and plans.

The CCC and Town will then inspect the finished facility prior to Final Licensure and operation.



Disclaimer

This presentation and the information contained herein are provided solely for information purposes, and no investment decision relating to securities of or relating to **Arefa**, LLC or its affiliates should be made solely on the basis of this document. No representation or warranty is made or implied concerning, and **Arefa** assumes no responsibility for, the accuracy, completeness, reliability or comparability of the information contained herein or gathered from third parties, which is based solely on publicly available information, privately obtained industry reports and actual contractor quotes.

Forward Looking Statements

This presentation contains statements that constitute “forward looking statements,” including but not limited to managements outlook for **Arefa**, LLC’s financial performance and statements relating to the anticipated future development of **Arefa’s** business position in the adult use marijuana industry. While the forward looking statements represents **Arefa’s** best judgments and expectations concerning the matters described, a number of risks, uncertainties and other important factors could cause actual developments and results to differ materially from these initial expectations.



**TOWN OF LEICESTER
AND
AREFA, LLC**
HOST COMMUNITY AGREEMENT FOR THE SITING OF A NON-RETAIL MARIJUANA
ESTABLISHMENT IN THE TOWN OF LEICESTER

This Host Community Agreement (“Agreement”) is entered into pursuant to M.G.L. 94G, § 3(5)(d) this 11th day of October, 2022 by and between **AREFA, LLC** (the “**Operator**”) a Massachusetts limited liability company, whose principal address is 41 Midgley Lane, Worcester, MA 01604 and is seeking to operate a Marijuana Establishment for the delivery of marijuana products at 424 Main St., Leicester, MA, 01611 (the “**Property**”) and the **Town of Leicester** a Massachusetts municipal corporation with a principal address of 3 Washburn Square, Leicester, MA 01524 (the “**Town**”).

- A. **WHEREAS**, On November 8, 2016, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for adult use through Chapter 334 of the Acts of 2016, an Act for The Regulation and Taxation of Marijuana; and
- B. **WHEREAS**, On July 28, 2017, Governor Baker signed the General Court’s revised law on the subject, “An Act to Ensure Safe Access to Marijuana” adopted as Chapter 55 of the Acts of 2017 (the “**Act**”); and
- C. **WHEREAS**, Massachusetts, acting through the Cannabis Control Commission (the “**CCC**”) implemented regulatory framework for the regulation of adult use of marijuana establishments through 935 CMR 500.000 *et. seq.* (the “**CCC Regulations**”); and
- D. **WHEREAS**, A “Marijuana Establishment” as defined in the CCC Regulations, means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery Licensee, Marijuana Research Facility Licensee (as defined in 935 CMR 500.002: Marijuana Research Facility Licensee); Social Consumption Establishment (as defined in 935 CMR 500.002: Social Consumption Establishment) or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center (MTC); and
- E. **WHEREAS**, Operator wishes to locate and operate a “Marijuana Establishment”, meaning specifically, a facility licensed for the cultivation, manufacture and transportation of marijuana products (hereinafter referred to as the “**Facility**”) at the Property in accordance with CCC Regulations and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable regulations in effect at the time the Operator files its application with the CCC; and

- F. **WHEREAS**, Operator will satisfy the purpose and intent of the voters and the Act by providing marijuana for adult use, educational materials and related products to citizens of the Town and throughout the Commonwealth of Massachusetts; and
- G. **WHEREAS**, Operator intends to provide certain benefits to the Town upon receipt of CCC licensure to operate a Facility in Town and all required local approvals to do so; and
- H. **WHEREAS**, notwithstanding the anticipated benefits to certain members of the community, the Operator and the Town agree that the Facility will impact Town resources in ways unique to the business of the Facility and will draw upon Town resources such as Town’s road system, law enforcement, fire protection services, inspectional and permitting services, public health services in a manner not shared by the general population and may cause additional unforeseen impacts upon the Town; and
- I. **WHEREAS**, Massachusetts General Laws chapter 94G, § 3(d) states “that a marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center. An agreement between a marijuana establishment or a medical marijuana treatment center and a host community may include a community impact fee for the host community; provided, said impact fee shall not amount to more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years.
- J. **WHEREAS**, on August 11, 2022 Massachusetts’ Governor signed Senate Bill 3096, “An Act relative to equity in the cannabis industry.” At the time of the execution of this Agreement, the Cannabis Control Commission has not put forth guidance as to the implementation of S. 3096. Therefore, the Parties agree that should amendments to this Agreement be required to comply with S.3096 or any related rules or guidance from the Cannabis Control Commission or other authorized authority, the Parties will work in good faith to make any such amendments.

NOW, THEREFORE, in consideration of the above and the mutually agreed promises contained herein, the Operator and the Town agree as follows:

- 1. Compliance: Operator and Town shall comply with all applicable provisions of M.G.L. c. 94G, as affected by Chapter 55 of the Acts of 2017, S.3096, and the CCC Regulations as the same may be amended from time to time; and the Leicester General Bylaws, Zoning Bylaws and all laws, rules, regulations and orders applicable to the operation of a Marijuana Establishment in the Town, such provisions being incorporated herein by reference, and Operator shall be

responsible for obtaining all necessary licenses, permits, and approvals required for the operation of a Marijuana Establishment.

2. Community Impact Fee: Operator shall pay a community impact fee as required by M.G.L. c. 94G, § 3 (d) (the “**Community Impact Fee**”) in the amounts and under the terms provided herein. The Operator shall furnish the Town with annual Profit and Loss Statements, as soon as they become available, reflecting Gross Annual Revenues (as defined herein) of the Facility located within the Town. Additionally, the Operator shall provide the Town with copies of all of its periodic financial filings with agencies of the Commonwealth documenting Gross Annual Revenues.
3. Application of Impact Fee: The Operator acknowledges and agrees that the Town is under no obligation to use the Community Impact Fee payments made hereunder in any particular manner and that the payments are classified as General Fund under M.G.L. c. 44, § 53.
4. Calculation of Community Impact Fee Payments: Subject to adjustment or modification as set forth in this Agreement, Operator shall pay to the Town three percent (3.00%) of the Operator’s Gross Annual Revenues as the Impact Fee for gross annual revenues.
5. Commencement Date of Agreement: For the purposes of calculation of the Community Impact Fee paid to the Town, this agreement is effective as of the commencement of operations at the Facility location (“**The Operations Commencement Date**”) by the Operator. The Operator shall notify the Town in writing when the Operator commences sales within the Town.
6. Dates of Community Impact Fee Payments: Following the Operations Commencement Date, payment on sales for the first calendar year of operations and shall be due and payable at the anniversary of the first year’s operations. Payments made in successive years shall be made once annually, on that same date of each consecutive year, through the earlier of either the end of the fifth year of operation following the Operation Commencement Date; or the maximum time permitted under M.G.L. c. 94G, § 3 (d) (each an “**Annual Payment**” and collectively the “**Annual Payments**”).
7. Gross Annual Revenues: The term “**Gross Annual Revenues**” shall mean the grand total of all Operator’s revenue associated with the operations of the Facility.
8. Amendment of Impact Fee Payment Date: At the option of the Operator, the payment date may be amended once, by written request, to align with the Operator’s fiscal year or quarterly tax filing obligations for ease of administration, but such amendment shall not change the total amount due.
9. Annual Review of Community Impact Fee: Notwithstanding anything to the contrary herein, every year after the Operation Commencement Date the Town and Operator shall jointly review the Impact Fee and may increase or decrease the Annual Payment (as the case may be)

but in no event shall the Annual Payment exceed three percent (3%) of the Operator's Gross Annual Revenues

10. Monitoring of Community Impacts: The Operator shall evaluate and monitor crime statistics, fire protection services, public health statistics including but not limited to marijuana usage in the Leicester High School, inspectional services and permitting services in conjunction with and with the reasonable cooperation of the appropriate municipal office before and after the Sales Commencement Date and shall provide this information to the Town. The Operator and the Town agree that any increase or decrease in the Community Impact Fee shall be based on the escalation of the aforementioned services in the area immediately surrounding the Facility, at a rate in excess of Town-wide escalation, unless mutually agreed upon by the Operator and the Town.
11. Filings with the Commonwealth: The Operator shall furnish the Town with the annual reports of the Gross Annual Revenue as described in Section 2, as soon as they become available, reflecting Gross Annual Revenue figures for the Facility and shall provide the Town with all copies of its periodic financial filings to the CCC and/or to the Massachusetts Department of Revenue documenting the Operator's Gross Annual Revenues, and shall furnish copies of its filings to the Secretary of the Commonwealth's Corporations Division, and if any, to the Massachusetts Office of the Attorney General.
12. Term: The term of this Agreement is five years, terminating on the fifth anniversary of the Sales Commencement Date, unless sooner terminated by:
 - a. revocation of Operator's license by the CCC; or
 - b. Operator's voluntary or involuntary cessation of operations; or
 - c. the Town's termination of this Agreement for breach of the conditions contained herein that remain uncured sixty (60) days from the date of written notice of such breach.
13. Renegotiation/Applicability: To the extent permitted by law: (a) the terms of this Agreement shall be renegotiated by the Owner and the Town in good faith following five (5) years of continuous operation of the Facility; and (b) the terms of this Agreement shall continue in full force and effect unless the parties reach accord on a subsequent agreement provided, however, that in no event shall the Operator be permitted to continue to operate the Facility after termination as set forth in Paragraph 12 above.
14. Property Valuation/Taxation: Operator shall not object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes and that, notwithstanding the foregoing, if:
 - a. any real or personal property owned or operated by OPERATOR is determined to be non-taxable or partially non-taxable, or

- b. the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full value, or
- c. OPERATOR is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then

OPERATOR shall pay to the TOWN an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the Impact Fee made by OPERATOR under this Agreement. The Operator shall not request any tax credits or subsidy from the Town for the Facility including, but not limited to, any request for a tax exemption or abatement as a non-profit entity and shall not object or otherwise challenge the taxability of its entity and shall not object or otherwise challenge the taxability of the Facility.

- 15. Community Impact Fee as Compensatory: The Community Impact Fee referenced herein shall be compensatory to the Town for all impacts of the Operator's operation of the Facility in the Town, including all reasonable indirect costs. Nothing herein shall be construed to exempt the Facility from payment of local, state, and federal taxes.
- 16. Local Hiring: To the extent permissible by law, Operator will make jobs available to local, qualified residents; and such residency will be a positive factor in hiring decisions, but this does not prevent Operator from hiring the most qualified candidates and complying with all employment laws and other legal requirements. In addition to the direct hiring, Operator will work in a good faith, legal and non-discriminatory manner to similarly consider local status of vendors, suppliers, contractors and builders from the Town area to be a positive factor in retaining such vendors.
- 17. Approval of On-Site Manager: If requested by the Town, Operator shall provide to the Town, for review and approval, the information set forth in 935 CMR 500.101(1)(b), of the person proposed to act as on-site manager of the Facility, which submittal shall include authorization to perform a criminal history (CORI) check. Within thirty (30) days of its receipt of the information set forth in 935 CMR.500.101(1)(b), the Town shall, in consultation with the Police Chief determine whether the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. Said approval shall be considered unreasonably denied if the Town denies such approval and the CCC has approved said on-site manager pursuant to the Regulations. Notwithstanding the foregoing, if Town does not provide confirmation or rejection of the proposed on-site manager within thirty (30) days, that on-site manager of the Facility shall be deemed approved by Town. This approval process shall also apply to any change of on-site manager.

The anticipated on-site manager will be Jeffery Shaheen, and he shall be approved as part of this Agreement.

18. Prevention of Diversion: To the extent requested by the Town's Police Department, and consistent with the Regulations, Operator shall work with the Town's Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the Operation Commencement Date. Such plan will include, but is not limited to, (i) training Facility employees to be aware of, observe, and report any unusual behavior in Facility employees that may indicate the potential for diversion; (ii) strictly adhering to CCC Regulations as to certification amounts and time periods; (iii) utilizing seed-to-sale tracking software to closely track all inventory at the Facility.
19. Security: To the extent requested by the Town's Police Department and Fire Department, and consistent with the Regulations, Operator shall work with the Town's Police Department and the Town's Fire Department to determine the placement of interior and exterior security cameras, so that at least two cameras are located to provide an unobstructed view in each direction of the public way(s) on which the Facility is located. Operator will maintain a cooperative relationship with the Police Department and the Fire Department, including but not limited to periodic meetings to review operational concerns, cooperation in investigations, and communication to Police Department of any suspicious activities on or in the immediate vicinity of the site. Such camera(s) may be altered by the CCC during their security and architectural review process.
20. Registration and Approvals Required: The obligations of Operator and the Town recited herein are specifically contingent upon the obtaining of a Certificate of Registration for the operation of a Marijuana Research Establishment from the CCC to operate in Town, and contingent upon all necessary local permits and approvals required, which are consistent with M.G. L. c. 94G, §§ 3, 5, and in effect as of the date specifically required by said section.
21. On-Site Consumption: The on-site consumption of marijuana products shall be prohibited.
22. Cooperation: Operator shall work cooperatively and in good faith with the Town in securing the prompt and efficient siting, planning, permitting and preparation for opening of the Facility. This Agreement does not affect, limit, or control the authority of Town boards, commissions and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Operator and/or its Facility for violation of the terms of said permits and approvals or said statutes, Bylaws and regulations.

23. Modification of Payments: Both the Operator and the Town understand and agree that an indoor Marijuana Cultivator, Marijuana Product Manufacturer and Marijuana Transporter have a distinct and separate impact on a municipality and justify a difference in Host Community Agreement terms. Should Operator enter into an agreement with any other municipality for the siting of a combined Marijuana Cultivator, Marijuana Product Manufacturer and Marijuana Transporter at terms materially more favorable to that municipality than the terms of this Agreement are to Town, this Agreement shall be modified to reflect those terms. Notwithstanding the foregoing, should Operator enter into an agreement with any other municipality for the purpose of operating one or more Marijuana Establishments that do not combine a Marijuana Cultivator, Marijuana Product Manufacturer and Marijuana Transporter, this Agreement shall not be modified.
24. Location; Additional Operations: This Agreement applies to the proposed Facility to be located at 88 Huntoon Highway, Leicester. This agreement will remain in force should the Operator chose to move or transfer operations to a different location within the Town. Should the Operator and the Town agree to allow the Operator to site another facility within the Town, the Operator and the Town shall agree to negotiate an additional agreement.
25. Assignment: Neither the Town nor the Operator shall assign, sublet or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided however such consent shall not be required in the event such transfer or assignment is between the Operator and another entity which is authorized by the CCC to operate the Facility pursuant to a Certificate of Registration granted by it, or if such assignment or transfer is the result of a merger or consolidation with the Operator.
26. Agreement as to Agricultural Exemption: Operator agrees to comply with all laws, rules, regulations and orders applicable to the Facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the operation of the Facility. The Operator agrees not to assert or seek exemption as an agricultural use under the provisions of from the requirements of the Town's Zoning Bylaws pursuant to M.G. L. c. 40A, § 3.
27. Retention of Regulatory Authority: By entering into this Agreement, Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.
28. Notices: Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

29. Severability: If any term or condition of this Agreement 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 Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
30. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
31. Entire Agreement: This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement 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.
32. Confidentiality: Operator may provide to the Town certain financial information, investment materials, products, plans, documents, details of company history, know-how, trade secrets, and other nonpublic information related to Operator, its affiliates and operations (collectively, the "**Confidential Information**"). Town (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or thereafter, disclose any Confidential Information to any person or entity, except as may be required by court order or law (pursuant to M.G.L. c. 66 § 10), provided in all events, prior to such disclosure, the Town will notify Operator in writing of its intent to make such disclosure at least three (3) days in advance of any disclosure.
33. Waiver: The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
34. Third Parties: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Town or the Operator.
35. Amendment: This Agreement may only be amended by a written document duly executed by both of the parties hereto. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the Town and the Operator.

- 36. Modifications: Modifications to this Agreement may only be effective if made in writing and signed by both of the parties hereto.
- 37. Headings: The article, section, and paragraph headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.
- 38. Counterparts: This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.
- 39. Signatures: Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

[SIGNATURES TO FOLLOW]

The following signature indicate that the parties hereby agree to the terms set forth in this Agreement as per the date set forth on page 1 of this Agreement.

For the Town of Leicester, Massachusetts:

For AREFA, LLC:

Rick Antanavica
Vice-Chair

By: Edward Barry
Its: Manager

John K Bujak
Member

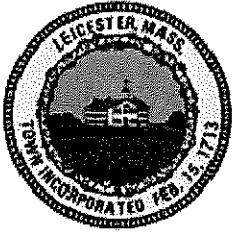
Herb Duggan Jr.
Member

Dianna Provencher
Second Vice Chair

Allen R. Phillips Sr.
Chair

Approved as to Form:

Christopher J. Petrini, Town Counsel



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

September 28, 2022

Notice of Public Hearing
Petition for Pole and Wire Locations
Pine Street
October 11, 2022, at 6:45pm

Dear Abutter:

The Leicester Select Board will consider the enclosed Petition for Pole and Wire Locations on Pine Street at its October 11th, 2022, meeting. The public hearing will be held at 6:45p.m. in the Selectmen's Conference Room, Lower Level, 3 Washburn Square, Leicester, MA 01524. You are receiving this notice because you are an abutter to the proposed location(s).

You are welcome to attend and speak to this matter in-person or by connecting electronically to the virtual meeting using the link <https://meet.goto.com/leicesterselectboard> or by calling in to (571) 317-3122 and entering the access code 364-032-797.

Comments may be emailed to selectboard@leicesterma.org or mailed our office at the address listed above ***no later than Tuesday, October 11, 2022, at 12:00 PM (noon)***.

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

Sincerely,

Chris Vitale
Assistant Town Administrator



September 27, 2022

Town of Leicester

To Whom It May Concern:

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

If you have any questions regarding this permit please contact:

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

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

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

Phone number 978-725-1392.

Very truly yours,

Pat Shea
Supervisor, Distribution Design

Enclosures

Questions contact -- Rob Greene 508-353-4951

PETITION FOR POLE AND WIRE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Leicester, Massachusetts

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

Pine St - National Grid to install 1 SO Pole on Pine St beginning at a point approximately 1500' feet south of the centerline of the intersection of Spring St. Install one new sole-owned, 35ft class 4 stub pole, to be labeled #19-84 on Pine St to maintain stability of Pole # 19 across the street.

Location approximately as shown on plan attached

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

No.# 30648170 September 27, 2022

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

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

Massachusetts Electric Company d/b/a

NATIONAL GRID *Pat Shea*

BY _____

Engineering Department

ORDER FOR POLE AND WIRE LOCATIONS

In the Town of Leicester, Massachusetts

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

that Massachusetts Electric Company d/b/a National Grid and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 27th day of September, 2022.

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

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Pine St - Leicester – Massachusetts.

No.# 30648170 Dated: September 27, 2022. Filed with this order

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

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

Pine St - National Grid to install 1 SO Pole on Pine St beginning at a point approximately 1500' feet south of the centerline of the intersection of Spring St. Install one new sole-owned, 35ft class 4 stub pole, to be labeled #19-84 on Pine St to maintain stability of Pole # 19 across the street.

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

Massachusetts City/Town Clerk.
20 _____

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

Attest:
City/Town Clerk

I hereby certify that on _____ 20 _____, at _____ o'clock, M
at _____ a public hearing was held on the petition of

Massachusetts Electric Company d/b/a National Grid

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

City/Town Clerk.

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

Board or Council of Town or City, Massachusetts

CERTIFICATE

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

Attest:

City/Town Clerk

ORDER FOR POLE AND WIRE LOCATIONS

In the Town of Leicester, Massachusetts

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

that Massachusetts Electric Company d/b/a National Grid and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 27th day of September, 2022.

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

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked -- Pine St - Leicester -- Massachusetts.

No.# 30648170 Dated: September 27, 2022. Filed with this order

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

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

Pine St - National Grid to install 1 SO Pole on Pine St beginning at a point approximately 1500' feet south of the centerline of the intersection of Spring St. Install one new sole-owned, 35ft class 4 stub pole, to be labeled #19-84 on Pine St to maintain stability of Pole # 19 across the street.

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

Massachusetts City/Town Clerk.
20 _____

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

Attest:
City/Town Clerk

I hereby certify that on _____ 20 _____, at _____ o'clock, M
at _____ a public hearing was held on the petition of

Massachusetts Electric Company d/b/a National Grid

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

City/Town Clerk.

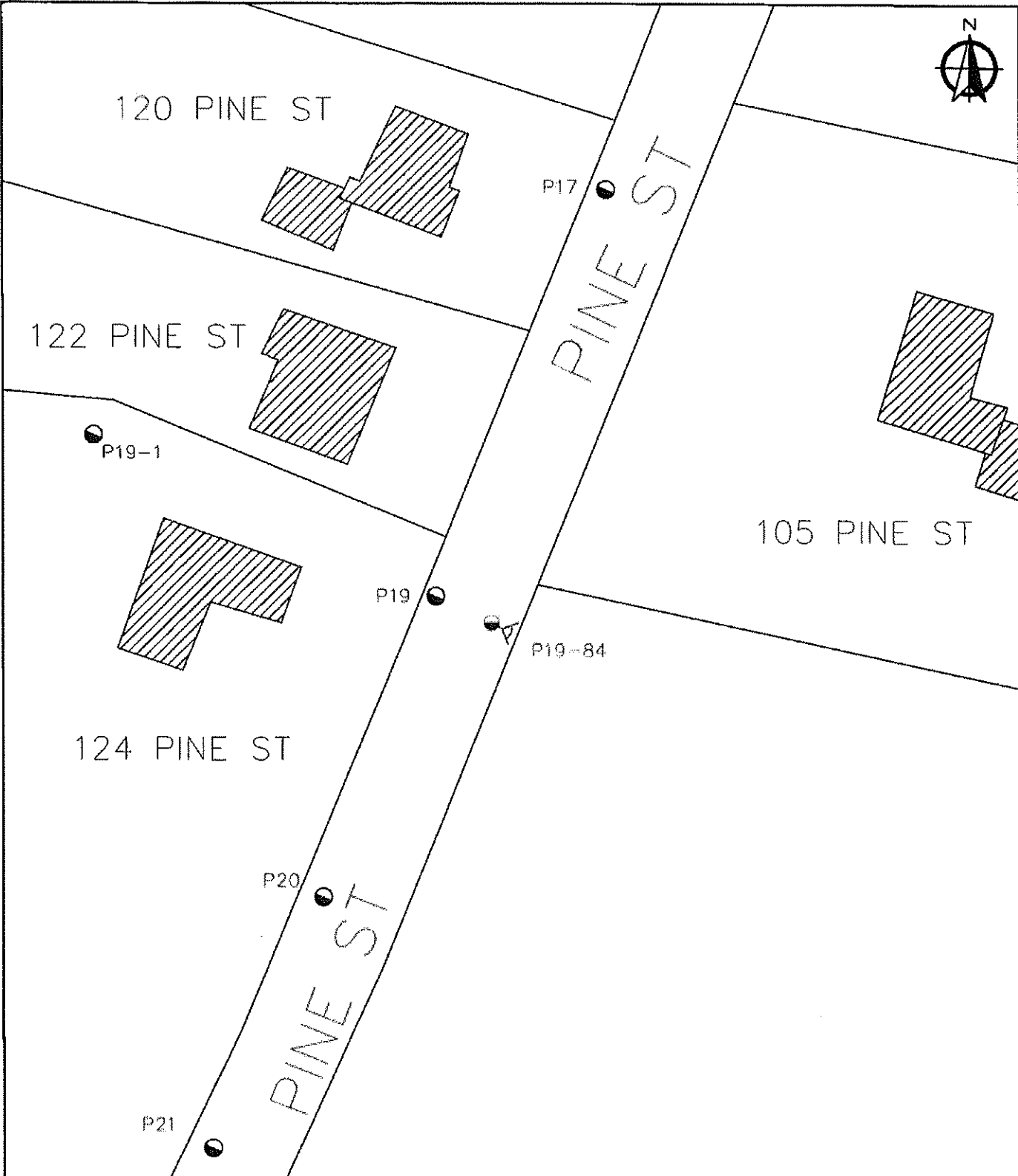
.....
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.....
.....




Board or Council of Town or City, Massachusetts

CERTIFICATE

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

Attest:
City/Town Clerk



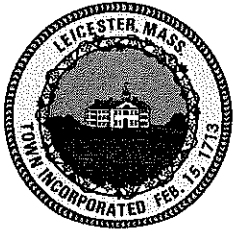
LEGEND	
	J/O POLE
	PROPOSED S/O POLE
	PROPOSED ANCHOR

PETITION APPLICATION

124 PINE ST LEICESTER, MA

Date: 09/28/22
Designer: GREENR4
WR: 30848170





Town of Leicester

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

September 28, 2022

Telegram & Gazette
20 Franklin St
Worcester, MA 01608

Attn: Legal Advertising Department

Please place the following legal advertisement in the next available date of publication for one day only. Forward tear sheet and invoice to the address listed below. Thank you.

Chris Vitale
LEICESTER BOARD OF SELECTMEN ACCOUNT
3 Washburn Square
Leicester MA 01524
vitalec@leicesterma.org

Notice of Public Hearing
Petitions for Pole and Wire Locations
Pine Street in Leicester

The Leicester Select Board will hold a public hearing to consider a Petition for Pole and Wire Locations on Pine Street at its October 11th, 2022, meeting. The public hearing will be held at 6:45p.m. in the Selectmen's Conference Room, Lower Level, 3 Washburn Square, Leicester, MA 01524. Members of the public can attend in-person or virtually at the link <https://meet.goto.com/leicesterselectboard> or by calling in to (571) 317-3122 and entering the access code 364-032-797. Comments may be sent to selectboard@leicesterma.org no later than Tuesday, October 11, 2022, at noon. Contact the Town Administrator's Office at 508-892-7077 for more information including the proposed plans.

Hi Maria,

I do not know Denise Weikel or Mychelle Philips so I could not provide a recommendation.

I will recommend Paul Fontaine, he has attended many Committee meetings. He has been active in the Leicester business community for decades and will be a valuable voice for the Committee.

I will also recommend Rich Jenkins, he has been an alternate to the Committee for some time. He is a realtor with Jim Black Group out of Auburn. His knowledge of the real estate industry is a valuable addition to the Committee.

Let me know if you need anything else.

Thanks,

Dr. Adam Menard



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Mychelle Phillips HOME TEL. _____

ADDRESS: _____ WORK TEL. _____
Leicester

EMAIL ADDRESS: _____

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

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

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

Four Two One Less than one

Are you available for evening meetings?

Monday Tuesday Wednesday Thursday

Are you available throughout the year for committee meetings?

Yes No

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

Winter Spring Summer Autumn

EDUCATION: _____

BSBA New England College of Business 2017, ASBA Northeastern University 1996

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

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

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

Other Experience: Start with present or last job (include title) and military service assignments. Exclude organizations' names which indicate race, religion, sex, or national origin.
 Leominster Credit Union, SVP/Operations & Technology 2003-present

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

I have 40+ years of experience working in the financial services industry. I have been in management/leadership roles for the majority of that time. I also have served on the Finance

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

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

I possess the following training or experience:

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

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
Finance Advisory Committee	2004-2014	West Boylston
West Boylston Athletic	2013-2016	West Boylston
Bicentennial Committee/Secretary	2004-2008	West Boylston

eSigned via SeamlessDocs.com

 Michelle M. Phillips
 Town of Leicester, Massachusetts

09-15-2022

Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Paul Fontaine HOME TEL. _____

ADDRESS: _____ WORK TEL. _____
Leicester, _____

EMAIL ADDRESS: _____

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

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

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

Four Two One Less than one

Are you available for evening meetings?

Monday Tuesday Wednesday Thursday

Are you available throughout the year for committee meetings?

Yes No

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

Winter Spring Summer Autumn

EDUCATION: _____

Associate degree in business, junior college

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

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

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

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

Owner of liberty movers for 20 years

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have: _____
I have sat in on a few of these meetings, and realize they could use some help

Sometimes there is a short-term need for special background skills.
Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.


I possess the following training or experience:

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

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
_____	_____	_____
_____	_____	_____
_____	_____	_____

eSigned via SeamlessDocs.com

Key: cba1d63b4d0e94d092b03b6e2f
Tracy D. Felt
Committee Applicant

09-14-2022

Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Denise Weikel HOME TEL. _____

ADDRESS: _____ WORK TEL. _____
Leicester, Ma

EMAIL ADDRESS: _____

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

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

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

Four Two One Less than one

Are you available for evening meetings?

Monday Tuesday Wednesday Thursday

Are you available throughout the year for committee meetings?

Yes No

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

Winter Spring Summer Autumn

EDUCATION: _____

Graduated High School and attended college for two years majored in business studies

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

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

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

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

Administrative assistant St Vincent Hospital Rehabilitation Department
Patient Financial counselor St Vincent Hospital
Patient Access scheduling and registration department St Vincent Hospital

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

I've lived in Leicester since 1983 and would like to give back to the town. I feel I have many skills and experience's that would be beneficial to the town and its people. A lot of exciting

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

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

I possess the following training or experience:

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

Other Skills & Interests:
Treasurer of the Leicester Christmas Display's 501C3 charity

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
_____	_____	_____
_____	_____	_____
_____	_____	_____

eSigned via SeamlessDocs.com
Denise Weikel
City of Leicester

09-15-2022

Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Rich Jenkins HOME TEL. _____
ADDRESS: leicester ma WORK TEL. _____

EMAIL ADDRESS: _____

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

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

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

Four Two One Less than one

Are you available for evening meetings?

Monday Tuesday Wednesday Thursday

Are you available throughout the year for committee meetings?

Yes No

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

Winter Spring Summer Autumn

EDUCATION: _____

Local real estate knowledge.

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

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

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

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

Currently realtor. Help consumers buy commercial and residential real estate. Evaluate flow.

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

i want to help the growth of the town and make Leicester a town where people want to move to and with ease. _____

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

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

I possess the following training or experience:

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

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
_____	_____	_____
_____	_____	_____
_____	_____	_____

eSigned via SeamlessDocs.com
Richard Jenkins
Signature

09-28-2022

Date

Thank you for your interest in serving the Town of Leicester

TOWN OF LEICESTER

DATE: OCTOBER 11, 2022

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

Contractor Name: Dennis Colwell Architects

Contractor Address: 132 Central Street, Suite 203

Foxborough, MA 02035

Telephone Number: 508-241-2122

Fax Number _____

Contact Name: Jamie Hughes

Contact Email: jamie@dc-architect.com

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

Services as detailed in Dennis Colwell proposal for MAAB Improvements for Town of Leicester; Borger Hall dated 29 September 2022 (attached).

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

Fifty-Two Thousand, Nine Hundred Dollars (\$52,900)

3. Payment will be made as follows:

3.1 Progress Payments Contract – The Town will pay on an itemized monthly bill issued for all work done by the contractor on a monthly basis until the project is complete.

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

3.2 Fees and Reimbursable Costs combined shall not exceed total contract price of \$52,900 as more fully set forth in the Contractor Documents, unless approved by the Town Administrator.

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

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

4. Security (Waived)

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

5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment, and transportation necessary for the proper performance of the Contract.

5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.

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

5.5 Goods: Goods, Supplies, Services or Materials.

5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work but does not include one who merely furnishes material not so worked.

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

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before 01/31/2022, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties, or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event, funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties, or charges to the Town.

8. Permits and Approvals:

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

9. Termination and Default:

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

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

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

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

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay, or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

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

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

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission, or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state, and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state, or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

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

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State, and local laws, rules, regulations, policies, and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order, or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders, and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees, or subcontractors of any such law, by-law, regulation, or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees,

or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

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

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex, or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff, and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex, or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state, and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex, or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex, or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons

without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall consider the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

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

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

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

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and

duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

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

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, 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.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

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

22. Insurance

22.1 Workers Compensation Insurance:

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

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

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

22.2 Professional Liability Insurance

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

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

22.3 Other Insurance Requirements

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

claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses, and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "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. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any

royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute, and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

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

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

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

27. Waiver and Amendment

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

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

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

29. Forum and Choice of Law

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

30. Notices

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

31. Binding on Successors:

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

32. Entire Agreement:

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

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Leicester shall be a party.

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

See SUPPLEMENT C attached hereto. (Not Applicable)

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Leicester by:

The Contractor by:

Select Board Chair

Date

Signature

Date

Print Name & Title

CLERK'S CERTIFICATE

Action of Shareholders
Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation

SEAL

CONTRACT CHECKLIST

Initials

- | | | |
|--|--|-------|
| 1. Certification of Signatures | | _____ |
| • For Corporation: need President’s signature or Clerk’s Certificate dated no more than 2 years ago
With Corporate Seal affixed (see attached form) | | |
| • For LLC: need Manager signature or signed vote of the LLC | | |
| 2. Insurance Certificate
(Showing Town as additional insured) | | _____ |
| a. Matches amount of insurance required under contract | | |
| 3. Signed by Contractor | | _____ |
| a. Matches certification by Corp officer of authority. | | |
| 4. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State | | _____ |
| 5. Attestation Certification | | _____ |

Contract Reviewed by: _____
Signature

TOWN OF LEICESTER
Leicester, Massachusetts

ATTESTATION CERTIFICATION

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

Social Security or
Federal Identification #

Signature of Individual or Corporate
Name

By: _____
Corporate Officer

Date: _____

(PLEASE PRINT)
BUSINESS NAME _____

STREET ADDRESS _____

P.O. BOX _____

CITY, STATE, ZIP _____



DENNIS COLWELL ARCHITECTS

September 29, 2022
Version 2

Project Information:

MAAB Improvements for Town of Leicester; Borger Hall
Former Becker College Campus, 9 Washburn Square, Leicester, MA 01524

Client:

Town of Leicester; Attn: David Genereux
3 Washburn Square, Leicester, MA 01524

Architect:

Dennis Colwell Architects, Inc.
132 Central Street, Suite 203, Foxborough, MA 02035

Dear David

We appreciate the opportunity to submit a proposal for design & production services for your renovations at Borger Hall, Becker College Campus, 9 Washburn Square, Leicester, MA 01524 ("Project")

The proposal outlines Dennis Colwell Architects' (DC) scope of work for design and construction document services. Please review our proposal and let us know if there are any omissions or inclusions that are not in keeping with your understanding of what you want to achieve.

Set forth below the stipulated sum for the Architectural Services. We will provide hourly rates for additional services.

Client & DC agree to the following:

Professional Service - Terms and Conditions

DC shall perform the services outlined in this Agreement for the stated fee arrangement.

Scope of Work

The area included under this scope of work is to design the require MAAB improvements as outlined in the report provide by DC (dated 8.11.2022). Improvements are for Borger Hall to include a new accessible lift and restrooms on the first and second floor. Exterior renovations shall include a new ramp and sidewalk around the building. Scope of work includes survey of site where improvements are proposed.

Scope of work includes civil engineering and MEP engineering for the project.

DC's tasks in each phase are as follows:

ARCHITECTURAL SERVICES

Project Programming:

1. One (1) meeting to identify project goals and objectives with the Client.
2. Collection and preliminary review of pertinent information, i.e. applicable codes, regulations, design criteria, etc.
3. Existing Conditions drawings shall be based on field measurements.

Initials _____



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Schematic Design:

Basic Services during this phase include

1. The Architect shall review the information collected and prepared during Predesign to determine the requirements and design direction for the Project.
2. The Architect shall prepare schematic floor plans or other documents, which in the opinion of the Architect, are necessary to describe the Schematic Design concept of the Project.
3. One (1) meeting to present the Schematic Design concept to the Client.
4. The Architect shall make reasonable revisions to the Schematic Design, to achieve Client approval.

Contract Documents:

1. Based on the Client's Schematic Design documents, the Architect shall prepare Construction Documents to communicate the desired results of the Project, and documents in sufficient detail to allow the Client to receive competitive bids for the Work described. Documents will be suitable for permitting.
2. Assist the General Contractor in preparing the Building Permit Application for review and required signatures. Building Permit Application shall be submitted by Owner or General Contractor.
3. Make available to Building Inspector's Office and General Contractor after Building Permit submission for questions regarding the architectural design.
4. Upon issuance of Building Permit, the General Contractor shall be solely responsible for building the Project in accordance with applicable building codes and regulations within their means and methods of construction.

Construction Contract Administration:

1. Issue site observation reports.
2. Review change orders and send/answer RFI's.
3. Perform site (2) site visits at major construction phases for the following purposes:
 - a. Provide on-site troubleshooting as needed.
 - b. Attend meetings at construction site.
 - c. Perform architectural observations on a periodic basis to review general conformance to architectural drawings.

Project Assumptions:

1. Attendance to any Planning or Zoning meetings are not included.
2. Cost estimating is not included.
3. Structural engineering is not included.
4. Specification information will be included on the drawings.
5. Services related to the specification of furnishings and equipment are not included.
6. Computer generated renderings are not included.
7. Services related to LEED design and certification are not included.
8. Fire protection and life safety/ fire alarm engineering is not included.

MEP/ FP ENGINEERING:

Scope of Work

1. Provide a site survey to document the MEP systems in place to the extent made accessible and document general, existing conditions. Our field investigation shall include systems that serve the area of scope as detailed below and supporting building systems only.
2. Review the existing MEP drawings if available.
3. Specification of heating, ventilating and air conditioning systems for the area of scope to comply with applicable codes and regulations and to provide a reasonable level of comfort to building occupants.



DENNIS COLWELL ARCHITECTS

4. Specification of electrical power and lighting systems to comply with applicable codes and regulations and as needed for the building's proposed use.
5. Specification of domestic hot and cold water, waste and vent systems and support of the new plumbing fixtures shown on the architectural drawings
6. Provide construction documents (plans and specifications) for bid and construction.
7. We should receive detailed equipment plans from equipment vendors and AutoCAD files of the floor plans before the start of any work.

Project Phases

Construction Documents:

1. Attend kickoff meeting on site.
2. Provide field investigation of the existing conditions currently installed in the building. Our field investigation shall include systems that serve the area of scope and the supporting building systems.
3. Finalize space requirements for engineering systems.
4. Finalize sizing of major equipment and systems based on project area.
5. Prepare final engineering drawings and specifications for bid and construction. Specifications will be on drawing type.
6. The team will review the 90% Review set with the architect and owner and incorporate any owner comments into the final plans and specifications.
7. Provide REScheck or COMcheck information as required.
8. The team will Sign and Seal 100% MEP Construction Documents along with a drawing type specification for Building Permit/Construction.
9. One (1) meeting will be allotted during this phase for document review prior to Design submission.

Construction Administration Services:

1. Two (2) Site visits during construction (it is assumed that one periodic site visit will be required along with one final). Periodic site visits shall be used to review the installation of our designed system(s), and the last visit shall be used to generate a final punch-list. Re-inspection after providing final punch list will be billed on a "Time and Material Basis".
2. Review acceptance test reports and respond to RFI's. Responses will be returned within a reasonable period of time.
3. Review shop drawings to determine adherence to the specifications and drawings. Submittals will be returned within ten (10) working days of receipt of engineer.

Project Assumptions/Clarifications

1. General demolition plans will be provided; these plans will be diagrammatical drawings with general notes. Selective demolition or as-built documentation will not be provided.
2. Fieldwork shall be scheduled in advance at mutually agreed times. A knowledgeable person will be assigned to accompany us while at the facility and to provide access to all necessary areas. Field work is based on casual observations and discovery of any existing concealed conditions in the building systems are not included as part of our site investigation. Additional site visits that are required to access necessary areas that are not initially available shall be considered an additional service.
3. We assume systems being extended (i.e. electrical, fire alarm, HVAC and plumbing) have adequate capacity are in good working order. We do not include engineering design services to replace these main building systems, except if explicitly stated under the scope of work.
4. Any switching or opening of active mechanical equipment shall be done by building maintenance staff or a qualified technician.
5. Services of a qualified licensed electrician are necessary for the opening of equipment or switching of any electrical equipment. We cannot examine exposed live electrical parts. If information regarding this is



DENNIS COLWELL ARCHITECTS

needed, an electrician may be required. The cost of an electrician's services is not included in this proposal and shall be a reimbursable expense.

6. We cannot enter confined spaces (manholes, etc.) and cannot enter areas containing wiring or equipment over 600 volts (vaults, etc.).
7. AutoCAD architectural drawings shall be furnished to us.
8. Design or specification for hazardous material mitigation or removal is not included
9. The design of the HVAC system graphics for a digital networked energy management control system is not part of the scope of this project. We will provide specifications and sequence of operations for the digital EMS upgrades as needed, but not a design of the EMS screen view of the HVAC components.
10. This project will be designed as a single project with a single bid phase and a single construction phase with one contractor.

PROJECT FEE:

We propose a fixed fee for performance of Basic Services as indicated herein.

Architectural:	\$20,000
MEP	\$16,500
Site/ Civil:	\$15,400
Total:	\$52,900

Invoicing & Changes

DC will invoice a deposit of \$4,500 to start. DC shall track all hours worked and submit at the end of each project phase or every (30) days at DC's option. Invoices are due upon receipt. DC shall notify the owner of any substantial changes in Scope of Work or Design Program.

Additional Services: *Not Included*

Any additional scope of work requested that is above and beyond what has been outlined in this agreement shall be considered additional services. The fee for such services will be determined by the scope of work and its impact on the design and construction documents. Base hourly rates are as follows:

Hourly Rates

Principal:	\$195/hour
Project Architect/ Engineer:	\$135/hour
Interior Designer:	\$100/hour
Architectural Designer:	\$100/hour
Draftsman:	\$85/hour



DENNIS COLWELL ARCHITECTS

General Terms & Conditions:

Access to Site

Unless otherwise stated, DC will have access to the site for activities necessary for the performance of the services. DC will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except stipulated sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at DC's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date unless otherwise stated above. A service charge of 1.5% (or the legal rate) per month will be applied to the unpaid balance after 60 days. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorneys' fees.

Hidden Conditions and Hazardous Materials

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If DC has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification, or (2) DC has no reason to believe that such a condition exists, DC shall not be responsible for the existing condition or any resulting damages to persons or property. DC shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Value Engineering:

If the client retains the services of a third party, cm, contractor, or value engineer (collectively referred to as VE), to review the designs, and/or construction documents prepared by the architect, the review shall be performed in a timely manner so as not to delay the orderly progress of the architect's services. The client shall promptly notify the architect of the identity of the VE, their scope of services, and responsibilities. All recommendations of the VE shall be given to the architect for review. Adequate time will be provided for the architect to respond to the recommendations.

If the Architect objects to any recommendations made by the VE, it shall so state, in writing, to the Client, along with the reasons for objecting. If the Client requires the incorporation of changes to which the Architect has objected, the Client agrees, to the fullest extent permitted by law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorney's fees and costs of defense, which arise in connection with or as a result of the incorporation of such changes required by the Client.

Unless specifically included as work performed as part of Basic Services, the Architect shall be compensated as Additional Services for services necessary to incorporate recommended value engineering changes into reports, designs, drawings, specifications, bidding, or other documents. Likewise, the Architect shall be compensated as Additional Service for all time spent to prepare for, review, and respond to the recommendations of the VE. The Architect's time for performance of its services shall be equitably adjusted



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Indemnifications

DC and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and DC, the Client agrees, to the fullest extent permitted by law, to limit DC's total liability to the Client, for any and all damages or claim expenses (including attorneys' fees) arising out of this agreement, from any and all causes, to the total amount of \$100,000, the amount of the DC's fee (whichever is greater) or another amount agreed upon when added under Special Conditions.

Betterment

Betterment means that a person who is damaged because of another's mistake should be entitled to recoup losses caused by that mistake, but not benefit because of it.

If, due to the Architect's error, any required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for any costs to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the DC for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by the DC under this agreement shall remain the property of DC and may not be used by this Client for any other purpose without the written consent of DC. DC reserves the right to use all documents, renderings and animations for marketing purposes and will not disclose the client's name, lot number or fee paid to DC for services without expressed written consent of the owner.

Dispute Resolution

Any claim or dispute between the Client and DC shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). Unless otherwise specified, this agreement shall be governed by the laws of Massachusetts.

If you agree to the terms of this proposal please sign below and return a copy along with retainer to us. We will then schedule a start date convenient to the both of us.



DENNIS COLWELL ARCHITECTS

We look forward to working with you on this project. Please feel free to contact us with any further questions.

Sincerely,

Dennis M. Colwell, Jr, RA

Signature: _____ (Client Rep)
Town of Leicester
David Genereux

Client Contact Info	Please fill in spaces below (clearly) so we may best contact you during project.
Best Phone(s):	_____ _____
Best Email(s):	_____ _____

Memorandum

To: Board of Selectman
From: Former Becker Advisory Committee (FBAC)
Date: October 4, 2022
RE: Disposition of Former Becker Properties

At the April 11, 2022, Board of Selectman meeting, the Board of Selectman voted in favor of accepting the recommendations made by the Becker Reuse Working Group for retention &/or disposition of the various properties acquired as part of the Becker purchase. Among the recommendations accepted was to lease out the Animal Health Center.

During the 1st meeting of the FBAC, the Committee heard from School Superintendent, Dr. Kustigian, regarding potential opportunity to expand school programming with the introduction of Veterinary Technician and Certified Nurse Assistant (CNA) vocational training programs. The expanded programming is targeted to be completed in the Animal Health Center. Dr. Kustigian further informed the Committee that an initial application of interest has been filed with DESE for the Veterinary Technician program (with anticipated feedback regarding the application due in the Spring 2023). In addition, the School is actively moving forward with establishing the CNA program for 2023-2024 school year. As such, Dr. Kustigian has requested that the Committee reconsider the disposition of the Animal Health Center from the initially targeted 3rd party lease to reuse by the School's.

The Committee voted & unanimously agreed to make the recommendation to the Board of Selectman that the previously decided disposition for reuse of the Animal Health Center, be reconsidered and identified for reuse by the School's.

In addition, FBAC discussed current disposition plans for the Colonial houses (Winslow Hall, Hitchcock Hall, Lane Hall, 1812 House and Barrett House). The current plan is to sell via The Zekos Group with a targeted date of December 1, 2022. During further discussion, it was noted that the approved Becker Reuse Working Group recommendation included modifications to the existing Zoning Bylaw for Adaptive Reuse Overlay District. These modifications would allow for a more expansive reuse of the property than what they are currently zoned for, as well as allow the Town to maintain some control over how the properties were reused. As they are currently zoned, the sale value of these properties could be hindered. To date, the modifications to the zoning bylaw have not been acted upon. The Committee intends to continue disposition discussions & options for the Colonial houses at its next meeting.

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: TOWN OF LEICESTER (and d/b/a):		DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT	
Legal Address: (W-9, W-4,T&C):		Business Mailing Address: 10 Park Plaza, Boston MA 02116	
Contract Manager:		Billing Address (if different):	
E-Mail:		Contract Manager: Cassandra Gascon	
Phone:	Fax:	E-Mail: Cassandra.gascon@dot.state.ma.us	
Contractor Vendor Code: VC6000191851		Phone: (857) 368-4636	Fax: n/a
Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding <input checked="" type="checkbox"/> MassDOT TERMS AND CONDITIONS <input type="checkbox"/> MassDOT IT TERMS AND CONDITIONS			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). <u>\$500,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) An agreement between MassDOT and the TOWN OF LEICESTER for construction funding provided through the Municipal Small Bridge Program.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of December 31, 2024 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions https://www.mass.gov/doc/massdot-terms-and-conditions-0/download or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR MassDOT: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature, or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: _____ Print Title: _____	

MASSDOT STANDARD CONTRACT FORM



INSTRUCTIONS

The following instructions, Contractor Certifications and the MassDOT Terms and Conditions are incorporated by reference into an executed MassDOT Standard Contract Form. Instructions are provided to assist with Completion of the MassDOT Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

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

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies ([State Finance Law and General Requirements, Acquisition Policy and Fixed Assets](#)) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

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

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

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

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

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

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached.

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

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

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

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from



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procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

MASSDOT TERMS AND CONDITIONS

Identify whether the MassDOT [Terms and Conditions](#) (TC) or the MassDOT IT Terms and Conditions (TC-IT) is incorporated by reference into this Contract. The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

COMPENSATION

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

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures for guidance.

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

ANTICIPATED START DATE

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

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

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

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to Chapter 178 of the Acts of 2011.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be

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made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

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

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s. 12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

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

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

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

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

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

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to [G.L. c. 62C](#), [G.L. c. 62C, s. 49A](#); reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting child support including [G.L. c. 119A, s. 12](#); TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership,

any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth/MassDOT customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), or access to MassDOT systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all public authorities, executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with all Enterprise Information Security Policies and Standards published by the Executive Office for Security Services and Technology (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under MassDOT's [Terms and Conditions](#) or IT Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including

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and without limitation, those imposed pursuant to [G.L. c. 93H](#) and under [G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#).

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the Federal Family and Medical Leave Act and [M.G.L. c. 175M](#) (Family and Medical Leave).

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

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

Limitation of Liability. Contracts may not use the following limitation on liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division and it may not be used if MassDOT is using the IT Terms and Conditions. The term "other damages" in Section 11 of the MassDOT Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided that this in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms of this Clarification may not be modified.

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

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate

emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

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

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

EXECUTIVE ORDERS

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

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

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

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

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

Executive Orders 523, 526 and 565. Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7 s. 61\(s\)](#). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission

MASSDOT STANDARD CONTRACT FORM



Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title:

Telephone:

Fax:

Email:

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

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

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

X _____

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

Municipal Small Bridge Program
Construction Project Funding Agreement

Agreement: _____

Date: _____

Municipality: Leicester

Project: Auburn Street over Kettle Brook - Bridge Number L-06-012 (6R3) - FY2023

This Construction Project Funding Agreement (“**Agreement**”) is made and entered into this ____ day of _____, 2022, by and between the Massachusetts Department of Transportation, having offices at 10 Park Plaza, Boston, MA 02116 (“**MassDOT**”), and the City/Town of Leicester, a municipal corporation within the Commonwealth of Massachusetts having offices at 3 Washburn Square, Leicester, MA 01524 (“**Municipality**”). Municipality and MassDOT may hereafter be collectively referred to as “Parties” and individually as “Party.”

WHEREAS, MassDOT administers the Municipal Small Bridge Program (“**MSB Program**”), which provides financial assistance to cities and towns for design and construction of small bridge replacement, preservation, and rehabilitation projects on municipally owned bridges with spans between 10’ and 20’; and

WHEREAS, Municipality has proposed a construction project for the municipally owned bridge identified as bridge number L-06-012 (6R3) located on Auburn Street over Kettle Brook (“**Project**”), whose span is between 10’ and 20’ in its approved MSB Program Grant Application (“**Application**”), attached hereto as Exhibit A; and

WHEREAS, the Project’s scope of work, as described in Exhibit B, (“**Scope of Work**”) is in accordance with the Project’s approved MGL Chapter 85, Section 35 review of the plans, specifications and estimate (collectively, “**Specifications**”), which shall be kept on file at MassDOT and the Municipality, and

WHEREAS, the total estimated cost for the Project is \$ 502,089.53, as described within Exhibit C, (the “**Project Cost Estimate**”); and

WHEREAS, the maximum amount of financial assistance available for eligible construction costs available to the Municipality pursuant to this Agreement is \$500,000.00 (“**Grant Award**”); and

WHEREAS, the Parties hereto have reached an agreement as to the apportionment of work and expense necessary for the completion of the Project.

NOW THEREFORE, in consideration of the obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, MassDOT and the Municipality hereby agree, each with the other, as follows:

1.0 DIVISION OF WORK

1.1 Municipality shall provide by its own contractor(s) and/or subcontractor(s) all necessary labor, materials, equipment and other services to construct said Project in conformance with the Scope of Work and any and all applicable Specifications. Municipality shall comply and require its contractor and subcontractors to comply with all terms of this Agreement and all federal, state and local laws and regulations applicable to this Project. **Municipality shall not commence construction work on the Project until MassDOT has issued an official written Notice to Proceed (“NTP”) to Municipality.**

1.2 Municipality shall advertise the Project and solicit bids from qualified contractors and the award of said project shall be subject to MGL Chapter 30 Section 39M. To be eligible to bid on said Project, the Municipality shall require that the contractor be approved in accordance with MassDOT’s prequalification process and prequalified under the Class of Work BRIDGE - CULVERTS or BRIDGE – CONSTRUCTION in accordance with MGL Chapter 81 Subsection 8B. Municipality shall follow the same guidelines as if the said Project were under MassDOT’s Chapter 90 program.

1.3 Any and all Specifications, construction activities and/or related work required for the construction of said Project shall be in conformance with any and all applicable MassDOT policies, procedures, and design requirements for municipal bridge projects, as described the spreadsheets entitled “Municipal Bridge Projects, MGL Chapter 85 Section 35 Review Process” hereto attached and labeled Exhibit D. Municipality shall not advertise the Project until the Specifications have been approved by MassDOT after undergoing a successful MGL Chapter 85 Section 35 Review process and **Municipality has received a copy of the approved Construction plan mylars that are stamped and signed by the Bridge Engineer.**

1.4 Any and all approvals made by MassDOT during the Project’s design review shall not relieve the Municipality’s responsibility for design errors and omissions as specified under this Agreement.

1.5 Municipality shall obtain any and all applicable permits and/or clearances required by local, state, and federal agencies. Municipality shall also be responsible for obtaining all easements, property right interests and/ or right of way appraisals needed for the construction. Prior to advertising the Project, Municipality shall submit these documents to MassDOT certifying that any and all necessary environmental permits and rights-of-way have been acquired. Upon obtaining approval of the said documents by MassDOT, the Municipality may proceed with the construction award. Any and all costs associated with right-of-way acquisitions shall be borne by Municipality.

1.6 Municipality shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Municipality’s contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement.

1.7 Municipality shall complete the Project by the Agreement's Expiration Date unless an extension of time is granted by MassDOT pursuant to Subsection 6.2 below. Work performed after this Agreement's Expiration Date shall not be eligible for reimbursement.

2.0 DIVISION OF EXPENSE

2.1 MassDOT shall reimburse Municipality for the actual eligible construction costs incurred to complete the Project up to, but not exceeding, \$500,000.00, the amount of the Grant Award. Municipality agrees and acknowledges that all costs submitted to MassDOT for reimbursement are subject to review and approval by MassDOT, and that MassDOT's determination, in its sole discretion, of whether such costs are eligible for reimbursement pursuant to this Agreement is final in all cases.

2.2 Municipality acknowledges and agrees that that rates and cost components used in the Project Cost Estimate are not intended for use as reimbursable billing rates or costs in lieu of actual costs supported by Municipality's accounting records.

2.3 Municipality acknowledges and agrees that any Project costs above the Grant Award shall be borne entirely by the Municipality.

2.4 Municipality acknowledges and agrees that, in addition to costs and expenses in excess of the Grant award, certain costs incurred by Municipality in connection with the Project are ineligible for reimbursement under this Agreement and shall be borne by Municipality ("**Ineligible Costs**"). Ineligible Costs include, but are not limited to the following:

- (a) Any cost overruns or deficits incurred in connection with the Project.
- (b) Any and all costs and expenses associated with traffic control and safety measures in or around the construction work zone, including but not limited to, the use of uniformed law enforcement officers and provision of traffic control devices.
- (c) Extra work, change orders, additional items that may arise during the course of the Project as a result of any errors, omissions, or at the request of the Municipality.
- (d) All work that is eligible for reimbursement as it relates to construction activities of said Project that is performed prior to the issuance of the NTP.
- (e) Administration and legal fees costs incurred by the Municipality for the Project.
- (f) Costs, including legal fees, associated with the acquisition of rights of way, easements, and any other necessary agreements.
- (g) Costs associated the design and/or Specifications for the Project.

3.0 METHOD OF PAYMENT TO THE MUNICIPALITY

3.1 During the course of the Project, Municipality may present monthly progress bills of the incurred costs for approval and reimbursement by MassDOT. All reimbursement requests by Municipality shall be made in accordance with MassDOT's procedures for Chapter 90 funded projects using the applicable Chapter 90 forms ("**Forms**") required by MassDOT. Municipality shall electronically submit the completed Forms and supporting documentation to MassDOT's District State Aid Engineer after expenses are incurred for review and processing.

3.2 Upon the completion of the Project to the satisfaction of MassDOT and Municipality, written notification shall be given to the District Highway Director of MassDOT by Municipality that said work has been completed and, within 120 days thereof, the Municipality will submit to MassDOT a final detailed bill (in quintuplicate) as required, and final settlement will then be made between MassDOT and Municipality.

4.0 AUDIT

4.1 All reimbursable charges in connection with this Agreement will be subject to audit by representatives of MassDOT and the Municipality will retain all records and documents pertaining to the Agreement charges until such audit is completed or until written approval to destroy the records is given by MassDOT.

4.2 The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the Municipality which pertain to the performance of the provisions and requirements of this Agreement.

5.0 FUTURE MAINTENANCE

Municipality shall continue to have sole responsibility for the maintenance and upkeep of all property associated with the Project and the costs thereof.

6.0 TERM AND TERMINATION

6.1 This agreement will expire on December 31, 2024 ("**Expiration Date**"), unless extended as provided for in Subsection 6.2.

6.2 Municipality may request to extend this Agreement beyond that provided in Subsection 6.1. Any request for an extension must be made in writing to MassDOT soon as practicably possible, but no later than sixty (60) days prior to the Agreement's Expiration Date. Municipality's request shall include a

justification for the requested extension, the requested new expiration date, and any other information deemed necessary by MassDOT. MassDOT, in its sole and exclusive discretion, may agree to grant said request for an extension of time if it finds that sufficient justification has been provided by the Municipality.

6.3 This Agreement may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties. Termination under this section shall not constitute a waiver of the rights of either Party to damages or other remedies related to this Agreement, except to the extent that the mutual agreement termination this Agreement so specifies. MassDOT may, by written notice to the Municipality, terminate this Agreement in any one of the following circumstances:

6.3.1 The Municipality neglects or fails to comply with any provision of this Agreement in accordance with its terms or within the time specified for performance herein, and Municipality fails to cure any such failure within thirty (30) calendar days after receipt of notice specifying such failure. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to the Municipality for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.

6.3.2 The applicable State or Federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to Municipality for any costs.

7.0 MISCELLANEOUS

7.1 Compliance with Law.

The work and services to be performed hereunder shall be done in compliance with applicable federal, state, and local laws, ordinances, rules and regulations.

7.2 Notices:

MASSDOT:

MUNICIPALITY:

7.3 Indemnification:

To the extent permitted by the laws of the Commonwealth, Municipality shall indemnify, defend (at Municipality's sole expense and with counsel reasonably acceptable to MassDOT), and hold harmless MassDOT and all of MassDOT's officers, agents, and employees, from and against any and all suits, claims, proceedings, liabilities, losses damages, penalties, charges and expenses (including attorneys' fees and experts' fees) of every name and nature, based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property that are caused or alleged to be caused, in whole or in part, by, or to arise out of the acts or omissions of, Municipality, or its employees, contractors, subcontractors, or agents, in its performance of the obligations set forth herein. This covenant shall survive the expiration of this Agreement.

7.4 Governing Law; Severability:

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law or choice of laws. In the event that any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to other person or circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.5 No Third-Party Beneficiaries:

This Agreement shall not be construed to create any third-party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties.

7.6 Amendments

This Agreement and each of its provisions may only be waived, modified, or altered in a writing signed by MassDOT and Municipality.

7.7 Counterparts:

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as an instrument under seal as of the date first above written.

MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION

By: _____
Name:
Title:

MUNICIPALITY

By: _____
Name:
Title:

Exhibit A: Application

Exhibit B: Scope of Work

Exhibit C: Cost Estimate

Exhibit D: Chapter 85 Specifications



Municipal Small Bridge Program Fiscal Year 2023 Funding Application

Instructions

Complete this application to the best of the municipality's ability. For sections that do not apply to this application, write N/A. Submit application and supporting documents as one PDF to SmallBridgeProgram@dot.state.ma.us and copy your District Bridge Engineer.

Application Type (check one):

- Phase 1 (design)
- Phase 2 (construction)

Part A: Applicant Information

Date of Submission: _____ City/Town: _____

Applicant Name: _____ Applicant Title: _____

Address: _____

E-mail: _____ Telephone: _____

Part B: Bridge Information

Road: _____ Bridge Number: _____

Feature under Bridge: _____

Proposed Project Type: New Bridge Bridge Rehabilitation Bridge Preservation

Reason for Application (Describe the condition of the bridge):

Is the bridge currently closed, posted (include the loading) or restricted (include by how much)?

Yes No

Comment:



Municipal Small Bridge Program Fiscal Year 2023 Funding Application

Part C: Eligibility

1. Is the span of the bridge greater than 10 feet and less than or equal to 20 feet?

Yes No

Comment:

2. Is the bridge on a public way?

Yes No

Comment:

3. Are all municipally-owned bridges in the City/Town with reduced weight-carrying capacity properly posted as previously directed by MassDOT?

Yes No

Comment:

4. Can the 25% design be submitted within 6 months of the application approval?

Yes No

Comment:

Part D: Proposed Project

1. Description of Work

- a. Has the bridge(s) been inspected? If yes, please provide the condition ratings and a copy of the inspection report as an appendix to this application. If no, please advise MassDOT to allow earliest determination of dimensions and eligibility.

Yes No

Comment:



Municipal Small Bridge Program Fiscal Year 2023 Funding Application

- b. Has the bridge(s) been rated? If so, please provide the inventory ratings and copy of the rating report as an appendix to this application.

Yes No

Comment:

- c. If neither of the above is applicable, provide a description of the condition of the bridge(s); state the City/Town's concerns regarding the continued unrestricted use of the bridge(s); and what actions are planned by the City/Town to ensure continued safe use of the bridge(s).

2. Describe the scope of work for the proposed project. Provide consultant scope if available.

Yes No

Comment:



Municipal Small Bridge Program Fiscal Year 2023 Funding Application

3. Describe any anticipated design services that will be required for this project, including the length of time required to secure and complete these services.

4. Provide a breakdown of the estimated cost of the project, including design services.

5. Has the community signed the Community Compact?

Yes No

6. Demonstration of Public Need
 - a. What is the length (in miles) of a suitable detour around the bridge?

 - b. Please describe the emergency services carried by the bridge. Consider how often the roadway is used as a fire, police, and/or EMT route.

 - c. Please describe how the bridge serves the local economy (commercial and industrial). Consider the following: agricultural, tourist/recreational sites, commercial district, major employer, other economic generators, etc.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Thomas J. Tinlin, Administrator

RECEIVED JAN 23 2017



January 24, 2017

Town of Leicester
Town Administrator
3 Washburn Sq.
Leicester, MA 01524

Attn: Thomas Wood, Highway Supt.

SUBJECT: NATIONAL BRIDGE INSPECTION STANDARDS (NBIS)
BRIDGE INSPECTION REPORTS

L-06-012

(6R3) AUBURN ST / KETTLE BROOK

Dated: 11/06/16

Dear Mr. Wood:

As a courtesy, MassDOT has performed the inspection of the above referenced "BRI" structure, owned by your municipality. A "BRI" is a structure with clear span of less than 20 feet. These structures do not have a set inspection frequency and any future inspections are the responsibility of the municipality.

For your records are copies of recent bridge inspection field reports for the referenced structures. Repair, rehabilitation or reconstruction of any bridges to address the deficiencies reported is the owner/custodian's responsibility. Chapter 90 funds may be used for these purposes.

Questions regarding the content of the reports may be directed to the District Bridge Inspection Engineer, Mahmood Azizi, at 508-929-3822.

Sincerely,

Jonathan L. Gulliver
District 3 Highway Director

MA/ma
cc: BIE (2), DHD D-3, DBIE D-3
Enclosure

STRUCTURES INSPECTION FIELD REPORT

2-DIST
03

B.I.N.
6R3

ROUTINE ARCH INSPECTION

BR. DEPT. NO.
L-06-012

CITY/TOWN LEICESTER	8-STRUCTURE NO. L06012-6R3-MUN-BRI	11-Kilo. POINT 000.000	41-STATUS A:OPEN	90-ROUTINE INSP. DATE NOV 6, 2016
07-FACILITY CARRIED HWY AUBURN ST	MEMORIAL NAME/LOCAL NAME	27-YR BUILT 1850	106-YR REBUILT 0000	YR REHAB'D (NON 106) 0000
06-FEATURES INTERSECTED WATER KETTLE BROOK	26-FUNCTIONAL CLASS Urban Collector	DIST. BRIDGE INSPECTION ENGINEER M. Azizi		
43-STRUCTURE TYPE 811 : Masonry Arch - Deck	22-OWNER Town Agency	21-MAINTAINER Town Agency	TEAM LEADER R. Orlando	
107-DECK TYPE N : Not applicable	WEATHER Sunny	TEMP. (air) 6°C	TEAM MEMBERS J. SNYDER	

ITEM 58		N		DEF
DECK				
1. Wearing Surface	5	S-P		
2. Deck Condition	N	-		
3. Spandrel Fill	6	S-P		
4. Curbs	N	-		
5. Median	N	-		
6. Sidewalks	N	-		
7. Parapets	N	-		
8. Railing	4	S-A		
9. Anti Missile Fence	N	-		
10 Drainage System	N	-		
11. Lighting Standards	N	-		
12 Utilities	7	-		
13 Deck Joints	N	-		
14	N	-		
15	N	-		
16	N	-		

ITEM 59		5		DEF
SUPERSTRUCTURE				
1. Arch/Arch Ring	6	M-P		
2. Keystone Area	7	M-P		
3. Stringers	N	-		
4. Floorbeams	N	-		
5. Spandrel Walls	5	S-A		
6. Spring Lines	7	-		
7. Diaphragms/Cross Frames	N	-		
8. Conn Plt's, Gussets & Angles	N	-		
9. Pin & Hangers	N	-		
10 Masonry Joints	6	M-P		
11. Rivets & Bolts	N	-		
12 Welds	N	-		
13 Deformation/Flattening	7	-		
14 Member Alignment	N	-		
15 Paint/Coating	N	-		
16	N	-		

ITEM 60		6		DEF
SUBSTRUCTURE				
1. Abutments		Dive	Cur	6
a. Pedestals	N	N		
b. Bridge Seats	N	N		
c. Backwalls	N	N		
d. Breastwalls	N	6		S-P
e. Wingwalls	N	N		
f. Slope Paving/Rip-Rap	N	7		
g. Pointing	N	4		S-P
h. Footings	N	5		S-P
i. Piles	N	N		
j. Scour	N	7		
k. Settlement	N	7		
l.	N	N		
m.	N	N		
2. Piers or Bents				N
a. Pedestals	N	N		
b. Caps	N	N		
c. Columns	N	N		
d. Stems/Webs/Pierwalls	N	N		
e. Pointing	N	N		
f. Footing	N	N		
g. Piles	N	N		
h. Scour	N	N		
i. Settlement	N	N		
j.	N	N		
k.	N	N		
3. Pile Bents				N
a. Pile Caps	N	N		
b. Piles	N	N		
c. Diagonal Bracing	N	N		
d. Horizontal Bracing	N	N		
e. Fasteners	N	N		

CURB REVEAL (In millimeters)

E	W
N	N

Year Painted **N**

COLLISION DAMAGE: Please explain
None Minor () Moderate () Severe ()

APPROACHES		DEF	
a. Appr. Pavement Condition	5	S-P	
b. Appr. Roadway Settlement	5	S-P	
c. Appr. Sidewalk Settlement	N	-	
d.	N	-	

LOAD DEFLECTION: Please explain
None Minor () Moderate () Severe ()

LOAD VIBRATION: Please explain
None Minor () Moderate () Severe ()

OVERHEAD SIGNS (Attached to bridge)		(Y/N)		DEF	
a. Condition of Welds	N				
b. Condition of Bolts	N				
c. Condition of Signs	N				

Any Fracture Critical Member: (Y/N) **N**

Any Cracks: (Y/N) **N**

UNDERMINING (Y/N) If YES please explain **N**

COLLISION DAMAGE:
None Minor () Moderate () Severe ()

I-60 (Dive Report): **N** I-60 (This Report): **6**

93B-U/W (DIVE) Insp **00/00/0000**

R7N(1)7-96

CITY/TOWN LEICESTER	B.I.N. 6R3	BR. DEPT. NO. L-06-012	8.-STRUCTURE NO. L06012-6R3-MUN-BRI	INSPECTION DATE NOV 6, 2016
------------------------	---------------	---------------------------	--	--------------------------------

ITEM 61 7

CHANNEL & CHANNEL PROTECTION

	Dive	Cur	DEF
1.Channel Scour	N	7	-
2.Embankment Erosion	N	7	M-P
3.Debris	N	7	-
4.Vegetation	N	7	-
5.Utilities	N	N	-
6.Rip-Rap/Slope Protection	N	N	-
7.Aggradation	N	7	-
8.Fender System	N	N	-

STREAM FLOW VELOCITY:
Tidal () High () Moderate (X) Low () None ()

ITEM 61 (Dive Report): N ITEM 61 (This Report): 7

93b-U/W INSP. DATE:

ITEM 36 TRAFFIC SAFETY

	36	COND	DEF
A. Bridge Railing	0	4	S-A
B. Transitions	N	N	-
C. Approach Guardrail	0	4	S-A
D. Approach Guardrail Ends	0	4	S-A

WEIGHT POSTING Not Applicable X

	H	3	3S2	Single
Actual Posting	N	N	N	N
Recommended Posting	N	N	N	N

Waived Date: EJDMT Date:

Signs In Place (Y=Yes, N=No, NR=Not Required)
Legibility/Visibility

At bridge		Other Advance	
N	S	N	S
/	/	/	/

CLEARANCE POSTING

	E		W		
Not	ft	in	ft	in	meter
Actual Field Measurement		0		0	
Posted Clearance		0		0	

Signs In Place (Y=Yes, N=No, NR=Not Required)
Legibility/Visibility

At bridge		Advance	
E	W	E	W
/	/	/	/

ACCESSIBILITY (Y/N/P)

	Needs	Used
Lift Bucket	N	N
Ladder	N	N
Boat	N	N
Waders	Y	Y
Inspector 50	N	N
Rigging	N	N
Staging	N	N
Traffic Control	N	N
RR Flagger	N	N
Police	N	N
Other:		
	N	N

TOTAL HOURS 4

PLANS (Y/N): Y

(V.C.R.) (Y/N): N

TAPE#: _____

List of field tests performed:

RATING

Rating Report (Y/N): N

Date:

Inspection data at time of existing rating
1 58: - 1 59: - 1 60: - Date :00/00/0000

(To be filled out by DBIE)

Request for Rating or Rerating (Y/N): N

If YES please give priority:
HIGH () MEDIUM () LOW ()

REASON: _____

MA

CONDITION RATING GUIDE			(For Items 58, 59, 60 and 61)
CODE	CONDITION	DEFECTS	
N	NOT APPLICABLE		
G 9	EXCELLENT	Excellent condition.	
G 8	VERY GOOD	No problem noted.	
G 7	GOOD	Some minor problems.	
F 6	SATISFACTORY	Structural elements show some minor deterioration.	
F 5	FAIR	All primary structural elements are sound but may have minor section loss, cracking, spalling or scour.	
P 4	POOR	Advance section loss, deterioration, spalling or scour.	
P 3	SERIOUS	Loss of section, deterioration, spalling or scour have seriously affected primary structural components. Local failures are possible. Fatigue cracks in steel or shear cracks in concrete may be present.	
C 2	CRITICAL	Advance deterioration of primary structural elements. Fatigue cracks in steel or shear cracks in concrete may be present or scour may have removed substructure support. Unless closely monitored it may be necessary to close the bridge until corrective action is taken.	
C 1	"IMMINENT" FAILURE	Major deterioration or section loss present in critical structural components or obvious vertical or horizontal movement affecting structure stability. Bridge is closed to traffic but corrective action may put it back in light service.	
0	FAILED	Out of service - beyond corrective action.	

DEFICIENCY REPORTING GUIDE

DEFICIENCY A defect in a structure that requires corrective action.

CATEGORIES OF DEFICIENCIES:

M= Minor Deficiency - Deficiencies which are minor in nature, generally do not impact the structural integrity of the bridge and could easily be repaired. Examples include but are not limited to: Spalled concrete, Minor pot holes, Minor corrosion of steel, Minor scouring, Clogged drainage, etc.

S= Severe/Major Deficiency - Deficiencies which are more extensive in nature and need more planning and effort to repair. Examples include but are not limited to: Moderate to major deterioration in concrete, Exposed and corroded rebars, Considerable settlement, Considerable scouring or undermining, Moderate to extensive corrosion to structural steel with measurable loss of section, etc.

C-S= Critical Structural Deficiency - A deficiency in a structural element of a bridge that poses an extreme unsafe condition due to the failure or imminent failure of the element which will affect the structural integrity of the bridge.

C-H= Critical Hazard Deficiency - A deficiency in a component or element of a bridge that poses an extreme hazard or unsafe condition to the public, but does not impair the structural integrity of the bridge. Examples include but are not limited to: Loose concrete hanging down over traffic or pedestrians, A hole in a sidewalk that may cause injuries to pedestrians, Missing section of bridge railing, etc.

URGENCY OF REPAIR:

I = Immediate- [Inspector(s) immediately contact District Bridge Inspection Engineer (DBIE) to report the Deficiency and to receive further instruction from him/her].

A = ASAP- [Action/Repair should be initiated by District Maintenance Engineer or the Responsible Party (if not a State owned bridge) upon receipt of the Inspection Report].

P = Prioritize- [Shall be prioritized by District Maintenance Engineer or the Responsible Party (if not a State owned bridge) and repairs made when funds and/or manpower is available].

CITY/TOWN LEICESTER	B.I.N. 6R3	BR. DEPT. NO. L-06-012	8.-STRUCTURE NO. L06012-6R3-MUN-BRI	INSPECTION DATE NOV 6, 2016
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REMARKS

BRIDGE ORIENTATION

According to the compass, the approaches are South and North and the elevations are West and East. This structure is a single span masonry arch. Kettle Brook flows from West to East.

ITEM 58 - DECK

Item 58.1 - Wearing Surface

There is minor breakup along the East edge of the roadway, up to 1 foot wide. There is a 14 foot moderate transverse crack near midspan, extending out from the West edge of the roadway. **See Photo 1.** See Approach Pavement Condition.

Item 58.3 - Spandrel Fill

See Item 58.1, 59.5 and Approach Pavement Condition.

Item 58.8 - Railing

The top West cable is moderately loose (also extends into the approaches). **See Photo 2.**

Item 58.12 - Utilities

There is a sewer pipe along the East side of the structure.

APPROACHES

Approaches a - Appr. Pavement Condition

South: The Northbound lane has a 6 foot long x 1/2 inch wide longitudinal crack near the center and a 12 foot long x 4 foot wide bituminous patch (settlement repair) along the East edge of the road. **See Photo 3.** The Southbound lane has a 37 foot long x 4-1/2 foot wide bituminous patch (settlement repair) along the West edge of the road that extends into the wearing surface. This patch shows minor settlement and areas of minor breakup at the South end. **See Photo 4.**

North: There is minor to moderate cracking around the manhole in the Southbound lane, and isolated minor transverse and longitudinal cracks throughout. **See Photo 5.**

ITEM 59 - SUPERSTRUCTURE

Item 59.1 - Arch/Arch Ring

See Item 59.10.

Item 59.2 - Keystone Area

See Item 59.10.

Item 59.5 - Spandrel Walls

There is no pointing throughout both spandrel walls, except at the South end of the West wall, which appears to be part of a repair. There are minor voids between the arch ring and both spandrel walls, with up to 40 inches of penetration at the Southeast corner. **See Photo 6.**

West: There are many missing chinking stones, leaving voids with up to 30 inches of penetration. The top and second course above the South half of the arch each have a stone that is outwardly displaced up to 6 inches. **See Photo 7.**

CITY/TOWN LEICESTER	B.I.N. 6R3	BR. DEPT. NO. L-06-012	8.-STRUCTURE NO. L06012-6R3-MUN-BRI	INSPECTION DATE NOV 6, 2016
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REMARKS

Item 59.5 - Spandrel Walls (Cont'd)

East: South of midspan, the top course is outwardly displaced up to 10 inches. **See Photos 8 and 9.** North of midspan, the top course is outwardly displaced up to 6 inches. **See Photo 10.** There is one cracked stone in the top course near the South end of the arch. **See Photo 11.**

Item 59.6 - Spring Lines

See Item 59.10.

Item 59.10 - Masonry Joints

The masonry joints have isolated areas of minor pointing missing, and areas of minor to moderate efflorescence throughout. The Northwest corner of the arch has a heavy accumulation of efflorescence. **See Photo 12.** There are isolated areas of minor leakage throughout. **See Photo 13.**

ITEM 60 - SUBSTRUCTURE

Item 60.1 - Abutments

Item 60.1.d - Breastwalls

There is moderate active leakage through the base of the North breastwall, from an unknown origin. **See Photo 14.**

Item 60.1.g - Pointing

There is no pointing to the masonry joints in the breastwalls.

Item 60.1.h - Footings

The North footing has full length heavy water abrasion, up to 6 inches deep. **See Photo 14.**

ITEM 61 - CHANNEL AND CHANNEL PROTECTION

Item 61.2 - Embankment Erosion

The Northwest embankment has heavy undercutting, significantly West of the structure.

TRAFFIC SAFETY

Item 36a - Bridge Railing

The bridge rails consist of steel posts with two steel cables that extend into the approaches. **See Item 58.8.**

Item 36c - Approach Guardrail

See Item 58.8.

Item 36d - Approach Guardrail Ends

The Southeast and Northwest ends are blunt ends. **See Photo 15.** The Southwest and Northeast ends have the cables tapered down and anchored into the ground.

CITY/TOWN LEICESTER	B.I.N. 6R3	BR. DEPT. NO. L-06-012	8.-STRUCTURE NO. L06012-6R3-MUN-BRI	INSPECTION DATE NOV 6, 2016
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REMARKS

Photo Log

- Photo 1 : Transverse crack to the wearing surface near midspan.
- Photo 2 : Loose top West cable.
- Photo 3 : Bituminous patch to the Northbound lane of the South approach.
- Photo 4 : Bituminous patch to the Southbound lane of the South approach and wearing surface.
- Photo 5 : Manhole in the Southbound lane of the North approach.
- Photo 6 : East spandrel wall along the South end of the arch ring.
- Photo 7 : Displaced stones on the West spandrel wall.
- Photo 8 : Displaced top stones on the South half of the East spandrel wall.
- Photo 9 : Displaced top stones on the South half of the East spandrel wall (view from below).
- Photo 10 : Displaced top stones on the North half of the East spandrel wall.
- Photo 11 : Cracked stone on the top of the East spandrel wall near the South end of the arch.
- Photo 12 : Heavy efflorescence to the Northwest corner of the arch.
- Photo 13 : Typical condition of the underside of the arch.
- Photo 14 : Typical condition of the North footing and leakage through the North breastwall.
- Photo 15 : Southeast approach guardrail end.

CITY/TOWN LEICESTER	B.I.N. 6R3	BR. DEPT. NO. L-06-012	8.-STRUCTURE NO. L06012-6R3-MUN-BRI	INSPECTION DATE NOV 6, 2016
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PHOTOS



Photo 1: Transverse crack to the wearing surface near midspan.



Photo 2: Loose top West cable.

CITY/TOWN
LEICESTERB.I.N.
6R3BR. DEPT. NO.
L-06-0128.-STRUCTURE NO.
L06012-6R3-MUN-BRIINSPECTION DATE
NOV 6, 2016

PHOTOS



Photo 3: Bituminous patch to the Northbound lane of the South approach.



Photo 4: Bituminous patch to the Southbound lane of the South approach and wearing surface.

CITY/TOWN
LEICESTER

B.I.N.
6R3

BR. DEPT. NO.
L-06-012

8.-STRUCTURE NO.
L06012-6R3-MUN-BRI

INSPECTION DATE
NOV 6, 2016

PHOTOS



Photo 5: Manhole in the Southbound lane of the North approach.



Photo 6: East spandrel wall along the South end of the arch ring.

CITY/TOWN
LEICESTERB.I.N.
6R3BR. DEPT. NO.
L-06-0128.-STRUCTURE NO.
L06012-6R3-MUN-BRIINSPECTION DATE
NOV 6, 2016

PHOTOS



Photo 7: Displaced stones on the West spandrel wall.



Photo 8: Displaced top stones on the South half of the East spandrel wall.

CITY/TOWN
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NOV 6, 2016

PHOTOS



Photo 9: Displaced top stones on the South half of the East spandrel wall (view from below).



Photo 10: Displaced top stones on the North half of the East spandrel wall.

CITY/TOWN
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6R3BR. DEPT. NO.
L-06-0128.-STRUCTURE NO.
L06012-6R3-MUN-BRIINSPECTION DATE
NOV 6, 2016

PHOTOS



Photo 11: Cracked stone on the top of the East spandrel wall near the South end of the arch.



Photo 12: Heavy efflorescence to the Northwest corner of the arch.

CITY/TOWN LEICESTER	B.I.N. 6R3	BR. DEPT. NO. L-06-012	8.-STRUCTURE NO. L06012-6R3-MUN-BRI	INSPECTION DATE NOV 6, 2016
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PHOTOS

Photo 13: Typical condition of the underside of the arch.



Photo 14: Typical condition of the North footing and leakage through the North breastwall.

CITY/TOWN LEICESTER	B.I.N. 6R3	BR. DEPT. NO. L-06-012	8.-STRUCTURE NO. L06012-6R3-MUN-BRI	INSPECTION DATE NOV 6, 2016
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PHOTOS



Photo 15: Southeast approach guardrail end.

National Bridge Element Inspection

BDEPT# **L-06-012**

Date **11/06/2016**

B.I.N. **6R3**

District Bridge Inspection Eng'r **Mahmood Azizi**

Item 8 **L06012-6R3-MUN-BRI**

Inspecting Agency **Mass. Highway Dept.**

Span Group **1**

Team Leader **Ryan Orlando**

Town **Leicester**

Team Member(s) **John Snyder**

District **3**

El #	Element Name	Units	Env.	Total Q.	% or Q	State 1	State 2	State 3	State 4
145	Masonry Arch	feet	2	18.000	<input type="checkbox"/> %	18.000			

CITY/TOWN LEICESTER	B.I.N. 6R3	BR. DEPT. NO. L-06-012	8.-STRUCTURE NO. L06012-6R3-MUN-BRI	PHOTO DATE NOV 2016
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7.- FACILITY CARRIED HWY AUBURN ST	6A.- FACILITY UNDER WATER KETTLE BROOK
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INVENTORY PHOTOS



NORTH APPROACH



SOUTH APPROACH

CITY/TOWN LEICESTER	B.I.N. 6R3	BR. DEPT. NO. L-06-012	8.-STRUCTURE NO. L06012-6R3-MUN-BRI	PHOTO DATE NOV 2016
7.- FACILITY CARRIED HWY AUBURN ST			6A.- FACILITY UNDER WATER KETTLE BROOK	

INVENTORY PHOTOS



EAST ELEVATION



WEST ELEVATION

CITY/TOWN LEICESTER	B.I.N. 6R3	BR. DEPT. NO. L-06-012	8.-STRUCTURE NO. L06012-6R3-MUN-BRI	PHOTO DATE NOV 2016
7.- FACILITY CARRIED HWY AUBURN ST			6A.- FACILITY UNDER WATER KETTLE BROOK	

INVENTORY PHOTOS



TYPICAL UNDERSIDE



LOOKING DOWNSTREAM

CITY/TOWN LEICESTER	B.I.N. 6R3	BR. DEPT. NO. L-06-012	8.-STRUCTURE NO. L06012-6R3-MUN-BRI	PHOTO DATE NOV 2016
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7.- FACILITY CARRIED HWY AUBURN ST	6A.- FACILITY UNDER WATER KETTLE BROOK
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INVENTORY PHOTOS



LOOKING UPSTREAM

Report Date: November 1, 2016

State Information		Classification	Code
BDEPT#= L06012	Agency Br.No.	(112) NBIS Bridge Length	N
Town= Leicester	L.O.	(104) Highway System	N
B.I.N.= 6R3	AASHTO= 009.4	(26) Functional Class - Urban Collector	17
RANK= 0 H.I.= NA	Identification	FHWA Select List= N	(100) Defense Highway
(8) Structure Number	L060126R3MUNBRI	(101) Parallel Structure	? N
(5) Inventory Route	151000000	(102) Direction of Traffic -	? 2
(2) State Highway Department District	03	(103) Temporary Structure	N
(3) County Code 027 (4) Place code	34795	(105) Federal Lands Highways	0 N
(6) Features Intersected	WATER KETTLE BROOK	(110) Designated National Network	N
(7) Facility Carried	HWY AUBURN ST	(20) Toll - On free road	3
(9) Location	150 FT 6 OF ST-9	(21) Maintain - Town Agency	03
(11) Kilometerpoint	0000.000	(22) Owner - Town Agency	03
(12) Base Highway Network	N	(37) Historical Significance	undetermined
(13) LRS Inventory Route & Subroute	000000000000	Condition	Code
(16) Latitude	42DEG 14MIN 23.32 SEC	(58) Deck	N
(17) Longitude	71DEG 52MIN 47.00 SEC	(59) Superstructure	7
(98) Border Bridge State Code	Share %	(60) Substructure	6
(99) Border Bridge Structure No. #		(61) Channel & Channel Protection	0 7
(43) Structure Type Main: Masonry	Code 811	(62) Culverts	N
Arch - Deck	Jointless bridge type: Not applicable	Load Rating and Posting	Code
(44) Structure Type Appr: Other	Code 000	(31) Design Load - Other/Unknown	0
(45) Number of spans in main unit	001	(63) Operating Rating Method - Allowable Stress (AS)	2
(46) Number of approach spans	0000	(64) Operating Rating	00.0
(107) Deck Structure Type -	Code N 0	(65) Inventory Rating Method - Allowable Stress (AS)	2
(108) Wearing Surface / Protective System:		(66) Inventory Rating	00.0
A) Type of wearing surface - Bituminous	Code 6	(70) Bridge Posting	0 N
B) Type of membrane - None	Code 0	(41) Structure - Open	A
C) Type of deck protection - None	Code 0	Appraisal	Code
(27) Year Built	1850	(67) Structural Evaluation	0
(106) Year Reconstructed	0000	(68) Deck Geometry	N
(42) Type of Service: On - Highway		(69) Underclearances, vert. and horiz.	N
Under - Waterway	Code 15	(71) Waterway adequacy	9
(28) Lanes: On Structure	Under structure 00	(72) Approach Roadway Alignment	7
(29) Average Daily Traffic	000200	(36) Traffic Safety Features	0 0 0 0
(30) Year of ADT	1987 (109) Truck ADT 00 %	(113) Scour Critical Bridges	6
(19) Bypass, detour length	014 KM	Inspections	
(48) Length of maximum span	18' 0005.5M	(90) Inspection Date	00/00/00
(49) Structure Length	18' 00009.1M	(91) Frequency	24 MO
(50) Curb or sidewalk: Left 00.0 M Right 00.0M	21.5' 0005.5M	(92) Critical Feature Inspection: 11/6/16	(93) CFI DATE
(51) Bridge Roadway Width Curb to Curb	24.5' 0007.5M	(A) Fracture Critical Detail	N 00 MO A) 00/00/00
(52) Deck Width Out to Out	21.5' 0005.5M	(B) Underwater Inspection	N 00 MO B) 00/00/00
(32) Approach Roadway Width (w/shoulders)	Code 0	(C) Other Special Inspection	N 00 MO C) 00/00/00
(33) Bridge Median - No median		(*) Other Inspection ()	N 00 MO *) 00/00/00
(34) Skew 00 DEG (35) Structure Flared	N	(*) Closed Bridge	N 00 MO *) 00/00/00
(10) Inventory Route MIN Vert Clear	99.99M	(*) UW Special Inspection	N 00 MO *) 00/00/00
(47) Inventory Route Total Horiz Clear	21.5' 005.5M	(*) Damage Inspection	N 00 MO *) 00/00/00
(53) Min Vert Clear Over Bridge Rdwy	99.99M	Rating Loads	
(54) Min Vert Underclear ref	N 00.00M	Report Date	00/00/00 H20 Type 3 Type 352 Type HS
(55) Min Lat Underclear RT ref	N 00.0M	Operating	0.0 0.0 0.0 0.0
(56) Min Lat Underclear LT	00.0M	Inventory	0.0 0.0 0.0 0.0
Navigation Data		Field Posting	
(38) Navigation Control - No navigation control on waterway	Code 0	Status	Posting Date 00/00/00
(111) Pier Protection	Code N	Actual	2 Axle 3 Axle 5 Axle
(39) Navigation Vertical Clearance	000.0M	Recommended	
(116) Vert-lift Bridge Nav Min Vert Clear	M	Missing Signs	N
(40) Navigation Horizontal Clearance	0000.0M	Misc.	
		Bridge Name	
		N Anti-missile fence	N Acrow Panel
		N Jointless Bridge	
		Freeze/Thaw	N : Not Applicable
		Accessibility (Needed/Used)	
		N / N Liftbucket	N / N Rigging
		N / N Ladder	N / N Staging
		N / N Boat	N / N Traffic Control
		N / N Wader	N / N RR Flagperson
		N / N Inspector 50	N / N Police
			Inspection Hours: 006

Report Date: November 7, 2016

State Information				Classification				Code
BDEPT# =	L06012	Agency Br.No.		(112) NBIS Bridge Length				N
Town =	Leicester	L.O.		(104) Highway System				N
B.I.N. =	6R3	AASHTO =	013.6	(26) Functional Class -	Urban Collector			17
RANK =	0	H.I. =	NA	(100) Defense Highway				1
Identification				(101) Parallel Structure				N
(8) Structure Number		L060126R3MUNBRI		(102) Direction of Traffic -	2-way traffic			2
(5) Inventory Route		151000000		(103) Temporary Structure				N
(2) State Highway Department District		03		(105) Federal Lands Highways				0
(3) County Code	027	(4) Place code	34795	(110) Designated National Network				N
(6) Features Intersected		WATER KETTLE BROOK		(20) Toll -	On free road			3
(7) Facility Carried		HWY AUBURN ST		(21) Maintain -	Town Agency			03
(9) Location		150 FT S OF ST-9		(22) Owner -	Town Agency			03
(11) Kilometerpoint		0000.000		(37) Historical Significance	undetermined			
(12) Base Highway Network		N		Condition				Code
(13) LRS Inventory Route & Subroute		000000000000		(58) Deck				N
(16) Latitude		42DEG 14MIN 23.32SEC		(59) Superstructure				5
(17) Longitude		71DEG 52MIN 47.00SEC		(60) Substructure				6
(98) Border Bridge State Code		Share %		(61) Channel & Channel Protection				7
(99) Border Bridge Structure No. #				(62) Culverts				N
Structure Type and Material				Load Rating and Posting				Code
(43) Structure Type Main:	Masonry	Code	811	(31) Design Load -	Other/Unknown			0
Arch - Deck	Jointless bridge type:	Not applicable		(63) Operating Rating Method -	Allowable Stress (AS)			2
(44) Structure Type Appr:		Code	000	(64) Operating Rating				00.0
Other				(65) Inventory Rating Method -	Allowable Stress (AS)			2
(45) Number of spans in main unit			001	(66) Inventory Rating				00.0
(46) Number of approach spans			0000	(70) Bridge Posting				0
(107) Deck Structure Type -	Not applicable	Code	N	(41) Structure -	Open			A
(108) Wearing Surface / Protective System:				Appraisal				Code
A) Type of wearing surface -	Bituminous	Code	6	(67) Structural Evaluation				3
B) Type of membrane -	None	Code	0	(68) Deck Geometry				3
C) Type of deck protection -	None	Code	0	(69) Underclearances, vert. and horiz.				N
Age and Service				(71) Waterway adequacy				9
(27) Year Built			1850	(72) Approach Roadway Alignment				7
(106) Year Reconstructed			0000	(36) Traffic Safety Features				0 N 0 0
(42) Type of Service: On -	Highway			(113) Scour Critical Bridges				6
Under -	Waterway	Code	15	Inspections				
(28) Lanes: On Structure	02	Under structure	00	(90) Inspection Date	11/06/16	(91) Frequency	24	MO
(29) Average Daily Traffic			000800	(92) Critical Feature Inspection:		(93) CFI DATE		
(30) Year of ADT	2016	(109) Truck ADT	00 %	(A) Fracture Critical Detail	N 00	MO A)	00/00/00	
(19) Bypass, detour length			014 KM	(B) Underwater Inspection	N 00	MO B)	00/00/00	
Geometric Data				(C) Other Special Inspection	N 00	MO C)	00/00/00	
(48) Length of maximum span			0005.5M	(*) Other Inspection ()	N 00	MO *)	00/00/00	
(49) Structure Length			00009.1M	(*) Closed Bridge	N 00	MO *)	00/00/00	
(50) Curb or sidewalk:	Left	00.0 M	Right	(*) UW Special Inspection	N 00	MO *)	00/00/00	
(51) Bridge Roadway Width Curb to Curb			006.5M	(*) Damage Inspection		MO *)	00/00/00	
(52) Deck Width Out to Out			007.5M	Rating Loads				
(32) Approach Roadway Width (w/shoulders)			006.5M	Report Date	00/00/00	H20	Type 3	Type 3S2
(33) Bridge Median -	No median	Code	0	Operating	0.0	0.0	0.0	0.0
(34) Skew	00 DEG	(35) Structure Flared	N	Inventory	0.0	0.0	0.0	0.0
(10) Inventory Route MIN Vert Clear			99.99M	Field Posting				
(47) Inventory Route Total Horiz Clear			06.5M	Status		Posting Date	00/00/00	
(53) Min Vert Clear Over Bridge Rdwy			99.99M	Actual	2 Axle	3 Axle	5 Axle	
(54) Min Vert Underclear ref	N		00.00M	Recommended				
(55) Min Lat Underclear RT ref	N		00.0M	Missing Signs	N			
(56) Min Lat Underclear LT			00.0M	Misc.				
Navigation Data				Bridge Name				
(38) Navigation Control -	No navigation control on waterway	Code	0	N Anti-missile fence	N Acrow Panel	N Jointless Bridge		
(111) Pier Protection		Code		Freeze/Thaw	N : Not Applicable			
(39) Navigation Vertical Clearance			000.0M	Accessibility (Needed/Used)				
(116) Vert-lift Bridge Nav Min Vert Clear		M		N / N	Liftbucket	N / N	Rigging	N / N
(40) Navigation Horizontal Clearance			0000.0M	N / N	Ladder	N / N	Stagling	
				N / N	Boat	N / N	Traffic Control	
				Y / Y	Wader	N / N	RR Flagperson	Inspection
				N / N	Inspector 50	N / N	Police	Hours: 006

Town of Leicester
Auburn Street over Kettle Brook
Scope of Work

This project will rehabilitate the Auburn Street Bridge over Kettle Brook. Construction services include replacement of all missing and loose/misaligned stones. All joints throughout the arc, spandrell walls, and wingwalls will be repointed. The substandard steel post and cable guardrail over the bridge and at the approaches, which has been crash damaged will be replaced with MASH tested and approved railing along both sides of the bridge and guardrail with transitions at the approaches.

Town of Leicester Bridge Evaluation:

Auburn Street over Kettle Brook

Preliminary Cost Estimate

Scope of Work: Rehabilitate structure

Construction Costs

Items/ Description	Unit	Unit Cost	Quantity	Item Cost
Demolition (remove existing railing)	LS	\$ 6,000	1	\$ 6,000.00
Bridge Excavation	CY	\$ 40	120	\$ 4,800.00
Gravel Borrow for Backfilling Structures	CY	\$ 40	120	\$ 4,800.00
5000 psi Concrete (moment slabs and parapet)	CY	\$ 1,400	50	\$ 70,000.00
Highway Guardrail	FT	\$ 70	250	\$ 17,500.00
Highway Guardrail Terminals	EA	\$ 2,000	4	\$ 8,000.00
Full Depth Pavement	SY	\$ 120	169	\$ 20,280.00
Erosion Control	FT	\$ 20	200	\$ 4,000.00
Void Filling (Behind Arch)	LS	\$ 30,000	1	\$ 30,000.00
Masonry (repair loose/missing stones)	LS	\$ 15,000	1	\$ 15,000.00
Signing and Pavement Markings	LS	\$ 4,000	1	\$ 4,000.00
Repointing	FT	\$ 30	2722	\$ 81,666.00
Mobilization	LS	\$ 25,000	1	\$ 25,000.00
Subtotal:				\$ 291,046.00
Contingency: 25%				\$ 72,761.50

Design Services

Bridge/Highway Design:	\$ 80,500.00
Survey:	\$ 3,000.00
Permitting:	\$ 3,000.00
Hydraulic Report:	\$ -
Subtotal:	\$ 86,500.00

Miscellaneous

Traffic Management and Detour	\$ 7,500.00
Utility Temporary Support/Relocation 7%	\$ 20,373.00
Subtotal:	\$ 27,873.00
Inflation Adjustment 2018-22: 5%	\$ 23,909.04
Project Total:	\$ 502,089.53

Additional Details on above items:

Design fee estimated based on percentage of construction cost.

Assumes all work can be performed within the right-of-way.

A contingency of 25% for unknowns has been provided.

Further design is needed and this estimate has been prepared for planning purposes.

Municipal Bridge Projects MGL Chapter 85 Section 35 Review Process

Design Requirements and Submittals for New Bridge and Full Bridge Replacement Projects

NOTE: Design Requirements to be used depend on the Category of the Proposed Structure and not on the Category of the Existing Structure

Note: If the Category of the Proposed Structure is neither BRI nor NBI (i.e., span ≤ 10 feet), a Chapter 85 review is not required

If the Category of the Proposed Structure is a BRI Bridge (10 feet < span ≤ 20 feet)

Roadway Functional Class	Hydraulic Design	Geotechnical Design	Structural Design	Construction Details	Design Review Submittals	Other Considerations
<p>Rural Minor Collector Rural Local Road Urban Collector Urban Local Road</p>	<p>Hydraulic report per Bridge Manual (except as noted below)</p> <p>Less than 2 feet of freeboard</p> <p>Flood frequency: 10 year Design Scour freq.: 25 year Check Scour freq.: 50 year</p> <p>Must be scour stable after Design Scour Event but not necessarily available for use.</p>	<p>Geotechnical Report per Bridge Manual (except as noted below)</p> <p>At least one boring to refusal below bottom of footing or pile tip for every 30 feet of abutment or culvert width. If rock is encountered, a 10 foot core is recommended.</p>	<p>Design in accordance with AASHTO LRFD for HL-93 Design Loading.</p> <p>Bridge Manual DL and LL load distribution procedure if applicable.</p> <p>Seismic: AASHTO Guide Specifications for SDC A requirements.</p> <p>If a pre-fabricated structure that is designed by the fabricator: when the Contractor submits the fabricator design calculations and shop drawings, the municipality's Designer of Record shall review and accept the design.</p>	<p>Need not follow MassDOT Bridge Manual construction details.</p> <p>If not using standard MassDOT bridge railings or barriers and transitions, those used must be crash tested to either NCHRP 350 or MASH, Test Level 2 minimum if roadway speed ≤ 45 mph, minimum Test Level 3 if roadway speed > 45 mph. Provide 42" railing height if pedestrians are allowed on bridge.</p>	<p>Hydraulic Report (if over water)</p> <p>Geotechnical Report</p> <p>Complete final set of Construction Plans and one set of design calculations checked by a second engineer for MassDOT review.</p> <p>If a pre-fabricated structure, submit the shop drawings and fabricator design calculations after they have been reviewed and accepted by the municipality's Designer of Record.</p> <p>After MassDOT accepts the design, a complete final set of Construction Plan mylars with the MassDOT Chapter 85 approval stamp printed on each sheet for Bridge Engineer's signature.</p>	<p>Evaluation of structure from a Cultural Resources standpoint.</p> <p>Consider Stream Crossing Standards requirements.</p> <p>Consider "no rise" guidelines for NFIP regulatory floodways.</p> <p>Consider Complete Streets guidelines.</p> <p>Provide for utilities (water, gas, etc.) if it is expected that they will be installed in the future.</p> <p>Environmental permitting may put restrictions on time of year when work can be done in the water.</p>
<p>Rural Major Collector Urban Minor Arterial</p>	<p>Hydraulic report per Bridge Manual</p> <p>Provide 2 feet of freeboard</p> <p>Flood frequency: 25 year Design Scour freq.: 50 year Check Scour freq.: 100 year</p> <p>Must be scour stable and available for limited use after the Design Scour Event.</p>	<p>Geotechnical Report per Bridge Manual</p> <p>Perform a Design Boring program in accordance with Bridge Manual Part I, Section 1.2.</p>	<p>Design in accordance with AASHTO LRFD for HL-93 Design Loading</p> <p>Bridge Manual DL and LL load distribution procedure if applicable.</p> <p>Seismic design per Bridge Manual for a 1000 year return period event.</p> <p>If a pre-fabricated structure that is designed by the fabricator: when the Contractor submits the fabricator design calculations and shop drawings, the municipality's Designer of Record shall review and accept the design.</p>	<p>If using MassDOT standard bridge details, follow MassDOT Bridge Manual construction details.</p> <p>Use MassDOT bridge railings and barriers and transitions.</p>	<p>Hydraulic Report (if over water)</p> <p>Geotechnical Report</p> <p>Complete final set of Construction Plans and one set of design calculations checked by a second engineer.</p> <p>If a pre-fabricated structure, submit the shop drawings and fabricator design calculations after they have been reviewed and accepted by the municipality's Designer of Record.</p> <p>After MassDOT accepts the design, a complete final set of Construction Plan mylars with the MassDOT Chapter 85 approval stamp printed on each sheet for Bridge Engineer's signature.</p>	<p>Evaluation of structure from a Cultural Resources standpoint.</p> <p>Consider Stream Crossing Standards requirements.</p> <p>Consider "no rise" guidelines for NFIP regulatory floodways.</p> <p>Consider Complete Streets guidelines.</p> <p>Provide for utilities (water, gas, etc.) if it is expected that they will be installed in the future.</p> <p>Environmental permitting may put restrictions on time of year when work can be done in the water.</p>

If the Category of the Proposed Structure is a BRI Bridge (10 feet < span ≤ 20 feet) (Continued)

Roadway Functional Class	Hydraulic Design	Geotechnical Design	Structural Design	Construction Details	Design Review Submittals	Other Considerations
<p>Rural Principal Arterial Rural Minor Arterial Urban Principal Arterial Or Any structure on the National Highway System (NHS) (See Note 1 Below)</p>	<p>Hydraulic report per Bridge Manual</p> <p>Provide 2 feet of freeboard</p> <p>Flood frequency: 50 year Design Scour freq.: 100 year Check Scour freq.: 200 year</p> <p>Must be scour stable and available for limited use after the Check Scour Event.</p>	<p>Geotechnical Report per Bridge Manual</p> <p>Perform a Design Boring program in accordance with Bridge Manual Part I, Section 1.2.</p>	<p>Design in accordance with AASHTO LRFD for HL-93 Design Loading.</p> <p>Bridge Manual DL and LL load distribution procedure if applicable.</p> <p>Seismic design per Bridge Manual for a 1000 year return period event, or 2500 year return period event for NHS bridges, based on the SDC of the site.</p> <p>If a pre-fabricated structure that is designed by the fabricator: when the Contractor submits the fabricator design calculations and shop drawings, the municipality's Designer of Record shall review and accept the design.</p>	<p>If using MassDOT standard bridge details, follow MassDOT Bridge Manual construction details.</p> <p>Use MassDOT bridge railings and barriers and transitions.</p>	<p>Hydraulic Report (if over water)</p> <p>Geotechnical Report</p> <p>Complete final set of Construction Plans and one set of design calculations checked by a second engineer.</p> <p>If a pre-fabricated structure, submit the shop drawings and fabricator design calculations after they have been reviewed and accepted by the municipality's Designer of Record.</p> <p>After MassDOT accepts the design, a complete final set of Construction Plan mylars with the MassDOT Chapter 85 approval stamp printed on each sheet for Bridge Engineer's signature.</p>	<p>Evaluation of structure from a Cultural Resources standpoint.</p> <p>Consider Stream Crossing Standards requirements.</p> <p>Consider "no rise" guidelines for NFIP regulatory floodways.</p> <p>Consider Complete Streets guidelines.</p> <p>Provide for utilities (water, gas, etc.) if it is expected that they will be installed in the future.</p> <p>Environmental permitting may put restrictions on time of year when work can be done in the water.</p>

If the Category of the Proposed Structure is a NBI Bridge (20 feet < clear span)

Roadway Functional Class	Hydraulic Design	Geotechnical Design	Structural Design	Construction Details	Design Review Submittals	Other Considerations
<p>Rural Minor Collector Rural Local Road Urban Collector Urban Local Road</p>	<p>Hydraulic report per Bridge Manual (except as noted below)</p> <p>Provide 2 feet of freeboard</p> <p>Flood frequency: 10 year Design Scour freq.: 25 year Check Scour freq.: 50 year</p> <p>Must be scour stable after Design Scour Event but not necessarily available for use.</p>	<p>Geotechnical Report per Bridge Manual (except as noted below)</p> <p>Perform a Design Boring program in accordance with Bridge Manual Part I, Section 1.2.</p>	<p>Design in accordance with AASHTO LRFD for HL-93 Design Loading and following Bridge Manual guidelines.</p> <p>Seismic design per Bridge Manual for a 1000 year return period event based on the SDC of the site.</p> <p>If a pre-fabricated structure that is designed by the fabricator: when the Contractor submits the fabricator design calculations and shop drawings, the municipality's Designer of Record shall review and accept the design.</p>	<p>Need not follow MassDOT Bridge Manual construction details.</p> <p>If not using standard MassDOT bridge railings or barriers and transitions, those used must be crash tested to either NCHRP 350 or MASH, Test Level 2 minimum if roadway speed ≤ 45 mph, minimum Test Level 3 if roadway speed > 45 mph. Provide 42" railing height if pedestrians are allowed on bridge.</p>	<p>Hydraulic Report (if over water)</p> <p>Geotechnical Report</p> <p>Complete final set of Construction Plans and one set of design calculations checked by a second engineer.</p> <p>If a pre-fabricated structure, submit the shop drawings and fabricator design calculations after they have been reviewed and accepted by the municipality's Designer of Record.</p> <p>After MassDOT accepts the design, a complete final set of Construction Plan mylars with the MassDOT Chapter 85 approval stamp printed on each sheet for Bridge Engineer's signature.</p>	<p>Evaluation of structure from a Cultural Resources standpoint.</p> <p>Consider Stream Crossing Standards requirements.</p> <p>Consider "no rise" guidelines for NFIP regulatory floodways.</p> <p>Consider Complete Streets guidelines.</p> <p>Provide for utilities (water, gas, etc.) if it is expected that they will be installed in the future.</p> <p>Environmental permitting may put restrictions on time of year when work can be done in the water.</p>

If the Category of the Proposed Structure is a NBI Bridge (20 feet < clear span) (Continued)

Roadway Functional Class	Hydraulic Design	Geotechnical Design	Structural Design	Construction Details	Design Review Submittals	Other Considerations
<p>Rural Major Collector Urban Minor Arterial</p>	<p>Hydraulic report per Bridge Manual</p> <p>Provide 2 feet of freeboard</p> <p>Flood frequency: 25 year Design Scour freq.: 50 year Check Scour freq.: 100 year</p> <p>Must be scour stable and available for limited use after the Design Scour Event.</p>	<p>Geotechnical Report per Bridge Manual</p> <p>Perform a Design Boring program in accordance with Bridge Manual Part I, Section 1.2.</p>	<p>Design in accordance with AASHTO LRFD for HL-93 Design Loading and following Bridge Manual guidelines.</p> <p>Seismic design per Bridge Manual for a 1000 year return period event based on the SDC of the site.</p> <p>If a pre-fabricated structure that is designed by the fabricator: when the Contractor submits the fabricator design calculations and shop drawings, the municipality's Designer of Record shall review and accept the design.</p>	<p>If using MassDOT standard bridge details, follow MassDOT Bridge Manual construction details</p> <p>Use MassDOT bridge railings and barriers and transitions.</p>	<p>Hydraulic Report (if over water)</p> <p>Geotechnical Report</p> <p>Complete final set of Construction Plans and one set of design calculations checked by a second engineer.</p> <p>If a pre-fabricated structure, submit the shop drawings and fabricator design calculations after they have been reviewed and accepted by the municipality's Designer of Record.</p> <p>After MassDOT accepts the design, a complete final set of Construction Plan mylars with the MassDOT Chapter 85 approval stamp printed on each sheet for Bridge Engineer's signature.</p>	<p>Evaluation of structure from a Cultural Resources standpoint.</p> <p>Consider Stream Crossing Standards requirements.</p> <p>Consider "no rise" guidelines for NFIP regulatory floodways.</p> <p>Consider Complete Streets guidelines.</p> <p>Provide for utilities (water, gas, etc.) if it is expected that they will be installed in the future.</p> <p>Environmental permitting may put restrictions on time of year when work can be done in the water.</p>
<p>Rural Principal Arterial Rural Minor Arterial Urban Principal Arterial Or Any structure on the National Highway System (NHS) (See Note 1 Below)</p>	<p>Hydraulic report per Bridge Manual</p> <p>Provide 2 feet of freeboard</p> <p>Flood frequency: 50 year Design Scour freq.: 100 year Check Scour freq.: 200 year</p> <p>Must be scour stable and available for limited use after the Check Scour Event.</p>	<p>Geotechnical Report per Bridge Manual</p> <p>Perform a Design Boring program in accordance with Bridge Manual Part I, Section 1.2.</p>	<p>Design in accordance with AASHTO LRFD for HL-93 Design Loading and following Bridge Manual guidelines.</p> <p>Seismic design per Bridge Manual for a 1000 year return period event, or 2500 year return period event for NHS bridges, based on the SDC of the site.</p> <p>If a pre-fabricated structure that is designed by the fabricator: when the Contractor submits the fabricator design calculations and shop drawings, the municipality's Designer of Record shall review and accept the design.</p>	<p>If using MassDOT standard bridge details, follow MassDOT Bridge Manual construction details.</p> <p>Use MassDOT bridge railings and barriers and transitions.</p>	<p>Hydraulic Report (if over water)</p> <p>Geotechnical Report</p> <p>Complete final set of Construction Plans and one set of design calculations checked by a second engineer.</p> <p>If a pre-fabricated structure, submit the shop drawings and fabricator design calculations after they have been reviewed and accepted by the municipality's Designer of Record.</p> <p>After MassDOT accepts the design, a complete final set of Construction Plan mylars with the MassDOT Chapter 85 approval stamp printed on each sheet for Bridge Engineer's signature.</p>	<p>Evaluation of structure from a Cultural Resources standpoint.</p> <p>Consider Stream Crossing Standards requirements.</p> <p>Consider "no rise" guidelines for NFIP regulatory floodways.</p> <p>Consider Complete Streets guidelines.</p> <p>Provide for utilities (water, gas, etc.) if it is expected that they will be installed in the future.</p> <p>Environmental permitting may put restrictions on time of year when work can be done in the water.</p>

Note 1: The following NHS routes: Eisenhower Interstate, Other NHS Routes and STRAHNET Routes and Connectors, are considered Critical/Essential in that they are the primary routes for emergency use during and after an emergency or natural event. Structures on these NHS routes must be available for limited use after such an event. See MassDOT Bridge Manual for more information on these requirements. A map of NHS Routes in Massachusetts is available on the following website: http://www.fhwa.dot.gov/planning/national_highway_system/nhs_maps/

Note 2: Bridge Railing and Transition and Bridge Railing Retrofit Resources:

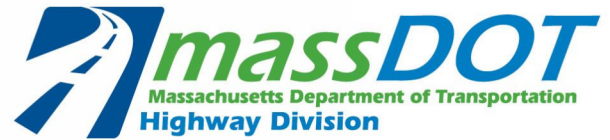
Federal Highway Administration: http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/ctrmeasures/bridge_railings/

AASHTO | AGC | ARTBA Task Force 13: <http://www.aashtotf13.org/Bridge-Rail.php>

Note 3: AASHTO LRFD = AASHTO LRFD Bridge Design Specifications, Latest Edition with current interims and errata



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



July 13, 2022

Kristen Forsberg
Assistant Town Administrator
3 Washburn Square
Leicester, MA 01524

Via email: forsbergk@leicesterma.org

Dear Kristen Forsberg:

Thank you for applying to the Municipal Small Bridge Program for the Fiscal Year 2023 funding round. We received many applications and had a very competitive application pool from which to select. I am pleased to inform you that Leicester's Phase 2 application for bridge number L-06-012 on Auburn Street over Kettle Brook has been approved for \$500,000.00.

Phase 2 construction grants are reimbursement-based, meaning communities request reimbursement for approved costs after they are incurred. Before any MassDOT-funded work begins, the municipality must enter into an agreement with MassDOT for the construction of the approved bridge. To initiate the contracting process, please send the following documents to SmallBridgeProgram@dot.state.ma.us:

1. Scope of work for the project, including the estimated schedule for completing the work.
2. Preliminary cost estimate for the project's construction.

It is anticipated that the Notice to Proceed (NTP) for this project will be issued by September 1, 2022. For details and guidelines pertaining to the implementation of awarded Phase 2 grants, please visit the [program website](#) or contact your District Bridge Engineer. Once construction begins, MassDOT asks that the municipality provide regular updates to the District Bridge Engineer regarding project progress. MassDOT looks forward to working with you on this critical bridge project.

Sincerely,

Jonathan Gulliver
Highway Administrator

cc: Barry Lorion, District Highway Director
Mohammed S. Nabulsi, District Bridge Engineer
Cassandra Gascon, Community Grants Program Administrator

54 in the town of Sandwich, as recommended in the Massachusetts Department of Transportation's
55 Cape Cod Canal Transportation Study.....\$350,000,000.

56 6121-2157 For the construction, reconstruction, resurfacing, repair and improvement
57 of pavement and surface conditions on non-federally aided roadways, including, but not limited
58 to, state numbered routes and municipal roadways; provided that expenditures from this item
59 may include the costs of engineering, design, permitting, climate change adaptation and
60 resilience, and other services essential to projects under this
61 item.....\$100,000,000

62 SECTION 2B.

63 MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

64 Highway Division

65 6121-2118 For the municipal small bridge program for the purposes of design,
66 engineering, construction, preservation, reconstruction and repair of or improvements to non-
67 federally aided bridges and approaches meeting the criteria of the municipal small bridge
68 program as determined by the department; provided, that expenditures from this item may
69 include the costs of engineering, design, permitting, climate change adaptation and resilience and
70 other services essential to projects under this item; provided further, that a city or town shall
71 comply with the procedures established by the department with respect to the municipal small
72 bridge program; provided further, that funds shall be expended for design, engineering,
73 construction, preservation, reconstruction and repair of culverts under criteria established by the
74 Massachusetts Department of Transportation; and provided further, that no amounts appropriated
75 under this item shall be expended for bridges or approaches owned by or under the control of the
76 department or the Massachusetts Bay Transportation Authority.....\$70,000,000

77 6121-2127 For the purpose of implementing a program to address localized,
78 operationally-influenced bottlenecks that negatively impact traffic flow, including, but not
79 limited to, redesign, re-striping, lane and shoulder width adjustments, addition of auxiliary,
80 collector and distributor lanes, signal improvements, ramp adjustments, signage and other
81 infrastructure improvements to reduce congestion, improve traffic flow, address safety issues,
82 and reduce idling and greenhouse gas emissions; provided, that funds may be used for the
83 purpose of grants to municipalities; and provided further, that for communities with commuter
84 rail stations or otherwise ready access to public transit, preference for grants shall be given to
85 those municipalities that encourage the production of transit-oriented development, including
86 multifamily housing, near transit.....\$25,000,000

87 6121-2128 For the construction, reconstruction, resurfacing, repair and improvement
88 of pavement and surface conditions on municipal roadways; provided, that expenditures from



Town of Leicester, Massachusetts

Special Town Meeting Warrant

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

“In the Hands of the Voters”

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

Published 10/03/2022

SPECIAL MESSAGE FROM THE MODERATOR COVID-19 PRECAUTIONS

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

1. Per Leicester Town By-Laws, Town Meeting is open only to registered voters. No one who is not a registered voter in the Town of Leicester will be admitted to the meeting. The exceptions are non-resident department heads, the press, and those employed as legal representatives of persons with business on the warrant.
2. While the Governor's COVID Order No. 31 has been rescinded, attendees are encouraged to take whatever precautions they feel necessary to feel comfortable attending Town Meeting.
3. There will be an ample supply of hand sanitizer available at the meeting. Please use as needed.
4. Please arrive early. Check in will be slowed by the requirements of social distancing and to allow checkers working under challenging circumstances to process voters as efficiently as possible.

Town Rules & Procedures Review

Each Town Meeting is a formal legislative body. As such, we are governed by both Massachusetts General Laws and Chapter Two of Leicester's Town By-Laws. Our proceedings follow "Town Meeting Time, A Handbook of Parliamentary Law", and tradition.

As members of the town meeting, voters have the right, if they so choose, to present opinions and to ask questions through the moderator in relation to the motion under discussion, and only to the motion under discussion.

A voter wishing to address the meeting through the moderator should approach the microphone and must identify themselves and state their address each time they address the meeting. If it seems that the Moderator is not aware of your desire to speak, please give some signal so that you will be recognized. If you are not able to get to the microphone, please give a signal and a teller or volunteer will bring a microphone to you.

No person shall speak more than once on any question to the exclusion of any other person who may desire to speak thereon, and no one may speak to any motion more than twice, except to clarify a point or respond to a question through or from the moderator, and maximum time is ten minutes. Voters must stay on topic with the motion at hand, and personal attacks or slurs of any kind will not be tolerated.

If you have a question as to why something is done in a fashion, feel free to ask. Raise that question or issue with the statement, "Point of Order."

If a member of this meeting wishes to move the question, that motion must be made from the microphone. A motion to move the question will not be accepted from the floor. A motion to move the question simply indicates that at least the individual offering the motion to move the question and person making the second have heard all the debate they feel is needed. A seconded motion to move the question is not a debatable motion. At such time, all debate will cease, and a vote is taken. A 2/3 majority is required for passage. If the motion to move the question passes, we will immediately vote on the motion which was under discussion in the hands of the meeting. If the motion to move the question is defeated, debate on the motion previously under discussion will resume. This procedure is often misunderstood but is allowed and governed under the By-Laws of the Town of Leicester.

Any motion undertaken by Town Meeting in Leicester may be reconsidered, meaning it can be brought up for a vote a second time. The motion to reconsider a motion must be made within one hour of the taking of the original vote on the motion in question. A motion cannot be brought forward for reconsideration more than once.

Any motion made must be within the scope of the articles posted in the warrant and presented to the moderator in writing.

Respectfully,

Doug Belanger - Town Moderator

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

GREETINGS:

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

ARTICLE 1 PRIOR YEAR BILLS

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

PROPOSED MOTION

Move the Town vote to transfer \$2,891.13 from Free Cash to pay the prior year bills as listed in the table under Article 1 of the Fall 2022 Town Meeting warrant.

Department	Vendor	Amount
Highway	United Ag & Turf	227.08
Town Hall	Dillion Boiler Services Co., Inc	2,664.05
Total		2,891.13

ADVISORY COMMITTEE RECOMMENDATION - Favorable action (7-0-0)

SELECT BOARD RECOMMENDATION – Favorable Action (5-0-0)

DESCRIPTION

This article is required for the payment of bills prior to July 1, 2022, that were not submitted by the year-end close. These bills are for budgets administered by the Highway Department, which was going through personnel changes at that time.

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

ARTICLE 2 ADJUSTMENT OF BOARD/COMMITTEE STIPENDS

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

FISCAL YEAR 2023 ELECTED OFFICIALS PAY RATES		
POSITION	2022 ATM Schedule	Proposed Schedule
SELECT BOARD – CHAIR	\$882	\$900
SELECT BOARD – MEMBERS (4) each	\$724	\$739
SCHOOL COMMITTEE – CHAIR	\$447	\$456
SCHOOL COMMITTEE – MEMBERS (4) each	\$197	\$201
PLANNING BOARD – CHAIR	\$320	\$327

PLANNING BOARD – MEMBERS (4) each	\$276	\$282
MODERATOR	\$81	\$83
BOARD OF HEALTH – CHAIR	\$320	\$327
BOARD OF HEALTH – MEMBERS (2) each	\$276	\$282
ASSESSOR – MEMBERS (3) each	\$597	\$609
TOTAL ELECTED STIPENDS	\$9,181	\$9,372

PROPOSED MOTION

Move that the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION - Favorable action (4-3-0): The Majority feels in 2009, for the FY2010, year all stipends were cut in half and have remained unchanged since. An adjustment, to reflect the current annual cost of living, should be made. Dissenting members feel, while the failure to adjust stipends during the Annual Town Meeting was an oversight, it would not adversely affect sitting members and a retroactive increase is inappropriate. As such, the warrant should be referred to the Annual Town Meeting to be addressed in the FY 2024 budget.

SELECTBOARD RECOMMENDATION – Favorable Action (5-0-0)

DESCRIPTION

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

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

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

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

PROPOSED MOTION

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

ADVISORY BOARD RECOMMENDATION - Favorable action (6-1-0) This was a 6-1-0 vote. The dissenting member feels certification is part of the job and no additional financial benefit is warranted.

SELECTBOARD RECOMMENDATION – Favorable Action (4-1-0)

DESCRIPTION

This acceptance allows the Town to offer an incentive for the personnel in the Assessor's office to obtain certification, through the Massachusetts Association of Assessing Officers, which expands their knowledge base and allows them to better serve town residents.

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

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

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

PROPOSED MOTION

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

ADVISORY BOARD RECOMMENDATION - Favorable Action (6-1-0) This was a 6-1-0 vote. The dissenting member feels certification is part of the job and no additional financial benefit is warranted.

SELECTBOARD RECOMMENDATION – Favorable Action (4-1-0)

DESCRIPTION

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

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

ARTICLE 5 ADJUST FY 2023 OPERATING BUDGET

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

PROPOSED MOTION

Move that the Town raise and appropriate an additional \$151,332 to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2022, as voted at the May 3, 2022, Annual Town Meeting appropriation as amended below, and further, to transfer the sum of \$341,658 from the Leicester Public School budget to Dept 950, the Town/School shared services budget, said budget which was previously titled the Becker Operations budget;

Sources	Reason	Amount
Raise and Appropriate	Increased overall receipts/reduced assessments	151,332
Total		151,332

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

DEPT #	DEPARTMENT NAME	FY 2022 Budget	FY2023 Spring Town Meeting Budget	FY2023 Fall Town Meeting Budget	\$ Change	% Change
111	LEGAL					
	TOTAL	80,798	72,045	82,151	10,106	14.02%
114	MODERATOR					
	TOTAL	151	151	151	0	0%
122	SELECT BOARD					
	TOTAL	306,431	314,282	373,053	58,771	18.70%
130	RESERVE FUND					
	TOTAL	50,000	50,000	50,000	0	0%
131	ADVISORY BOARD					
	TOTAL	1,325	1,325	1,325	0	0%
135	ACCOUNTANT					
	TOTAL	146,149	157,479	160,746	3,267	2.07%
141	ASSESSORS					
	TOTAL	134,613	132,457	132,457	0	0%
145	TREASURER/COLLECTOR					
	TOTAL	182,870	173,744	\$173,744	0	0%
147	TAX TITLE					
	TOTAL	0	0	0	0	0%
152	PERSONNEL BD					
	TOTAL	275	275	275	0	0%
155	IT					
	TOTAL	184,060	189,060	206,060	17,000	8.99%
161	TOWN CLERK					
	TOTAL	126,018	139,239	139,239	0	0%
162	ELECTIONS & REGISTRATIONS					
	TOTAL	36,500	41,700	41,700	0	0%
180	DEVELOPMENT & INSPECTIONAL SERVICES					
	TOTAL	267,083	268,589	268,589	0	0%
192	TOWN OWNED BLDG MAINT					
	TOTAL	48,281	48,281	56,081	7,800	16.15%
197	TOWN HALL BLDG MAINTENANCE					
	TOTAL	86,909	86,909	86,909	0	0%
198	TOWN HALL TELEPHONES					
	TOTAL	6,400	6,400	6,400	0	0%
199	OTHER - GENERAL GOV					
	TOTAL	58,564	33,100	33,100	0	0%

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

DEPT #	DEPARTMENT NAME	FY 2022 Budget	FY2023 Spring Town Meeting Budget	FY2023 Fall Town Meeting Budget Revisions	\$ Change	% Change
210	POLICE DEPT					
	TOTAL	2,271,573	2,362,250	2,362,250	0	0%
220	FIRE DEPT					
	TOTAL	390,434	365,963	365,963	0	0%
231	AMBULANCE					
	TOTAL	584,736	Enterprise	Enterprise	0	0%
232	EMERGENCY MANAGEMENT					
	TOTAL	4,889	4,967	6,467	1,500	30.19%
241	CODE DEPT					
	TOTAL	74,007	128,667	128,667	0	0%
292	ANIMAL CONTROL					
	TOTAL	34,444	34,954	34,954	0	0%
296	INSECT PEST CONTROL					
	TOTAL	7,850	7,850	7,850	0	0%
310	LEICESTER PUBLIC SCHOOLS					
	TOTAL	17,582,550	17,839,070	17,497,412	-341,658	-1.91%
420	HIGHWAY DEPT					
	TOTAL	1,019,546	1,041,814	1,041,814	0	0%
423	SNOW & ICE					
	TOTAL	121,000	121,000	121,000	0	0%
424	STREETLIGHTS					
	TOTAL	58,000	35,000	35,000	0	0%
541	COUNCIL ON AGING					
	TOTAL	107,239	109,342	109,342	0	0%
543	VETERANS SERVICES					
	TOTAL	126,748	108,336	108,336	0	0%
545	VETERANS GRAVES REG					
	TOTAL	2,400	2,400	2,400	0	0%
610	PUBLIC LIBRARY					
	TOTAL	231,071	239,386	239,836	0	0%
630	PARKS & RECREATION					
	TOTAL	6,450	6,450	6,450	0	0%
691	HISTORICAL COMM					
	TOTAL	950	950	950	0	0%

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

DEPT #	DEPARTMENT NAME	FY2022 Budget	FY 2023 Spring Town Meeting Budget	FY 2023 Fall Town Meeting Budget Revisions	\$ Change	% Change
692	MEMORIAL DAY COMM					
	TOTAL	3,000	3,000	3,000	0	0%
710	MATURING DEBT PRINCIPAL					
	TOTAL	1,026,117	1,218,733	1,218,733	0	0%
751	MATURING DEBT INTEREST					
	TOTAL	331,047	293,828	293,828	0	0%
752	TEMPORARY LOAN INTEREST					
	TOTAL	22,665	216,700	216,700	0	0%
753	BOND ISSUE					
	TOTAL	1,100	1,100	1,100	0	0%
911	WORC REG RETIREMENT					
	TOTAL	1,556,343	1,717,353	1,717,353	0	0%
912	WORKER COMPENSATION					
	TOTAL	191,185	219,863	219,863	0	0%
913	UNEMPLOYMENT COMP					
	TOTAL	141,650	142,000	142,000	0	0%
914	EMPLOYEE BENEFITS					
	TOTAL	2,959,175	3,117,782	3,117,782	0	0%
945	BONDING & INSURANCE					
	TOTAL	249,263	299,116	299,116	0	0%
950	TOWN/SCHOOL SHARED MAINTENANCE & OPERATING EXPENSES					
	TOTAL	0	20,000	414,546	394,546	1972.73%
Grand Total		30,821,859	31,372,910	31,524,242	151,332	0.048%

DESCRIPTION

This article adjusts the FY2023 budget. The revenues which make up the annual budget come from six categories: taxation, state aid, local receipts, free cash, other available funds, and changes to assessments/offset receipts. These revenues are not finalized until August of each year. However, the budget is assembled in

February using conservative forecasted revenue assumptions. When final estimated revenue numbers come in, funds are either apportioned to or removed from departments at the following Fall Town Meeting.

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

Revenue	Annual Town Meeting Projected	Special Town Meeting Projected	Change
Property Tax	\$18,290,254	\$18,314,406	\$24,152
State Aid	\$12,568,216	\$12,620,767	\$52,551
Local Receipts	\$2,501,000	\$2,471,000	-\$30,000
Free Cash	\$316,667	\$316,667	\$0
Other Available Funds*	\$692,438	\$1,054,497	\$362,059
Subtotal	\$34,368,375	\$34,777,337	\$408,762
Less: Vocational School Tuition	-\$1,023,000	-\$1,023,000	\$0
Less: Other Town Meeting Articles**	-\$736,843	-\$973,255	-\$236,412
Less: State Assessments	-\$1,235,621	-\$1,256,840	-\$21,219
Total	\$31,372,910	\$31,524,242	\$151,332 (rounded)

*Other available funds are comprised of Ambulance enterprise projected earnings (\$893,850), Bond premium on the Becker project, which reduces the debt exclusion (\$120,647), and administrative fees collected through a public health grant.

**Other Town meeting articles relates solely to funds either raised or appropriated (Not free cash, or interdepartmental transfers). They are comprised the CMRPC appropriation from STM (\$3,301), and the ambulance enterprise fund, which totals \$969,954.

The FY 2023 budget adjustments total \$151,332. The explanations for budget increases via raise and appropriation are listed below:

Department	Reason	Amount
Legal	There is litigation for a Civil Service case, an MCAD case, and a few Planning issues that were not anticipated in the original budget.	\$10,106
Select Board & Town Administrator	Funds sought to hire a grant writer. This position will be used to write and report on grant funds for municipal programs.	\$58,771
Town Accountant	Budget increase sought to change the Town Accountant's salary budget from a salary plus stipend for working in Spencer under a municipal agreement to migrating back to full time in Leicester on the salary schedule.	\$3,267
IT	Budget increase requested to pay for unanticipated field scheduling software expense, a copier lease, and two new computer workstations. (\$6,000); a \$6,000 charge for software not covered in the \$550,000 grant the Town received for tri-band portables for Police, Fire and EMS and a \$5,000 charge for Nearmap	\$17,000

	assessing software that allows for additional documentation of accessory structures.	
Town Owned Buildings	Repairs to Community Field building	\$7,800
Emergency Management	Funds sought to cover Cert Team training and outfitting	\$1,500
Town/School shared Maintenance and operating expenses	Funds sought to hire a full-time maintenance worker for all town/school buildings pursuant to the recently agreed to Municipal takeover of all building maintenance throughout the Town.	\$52,888
Total		\$151,332

Passage of this article will also result in a transfer from the School budget to the Town/School Shared Maintenance and Operations Expenses budget (See below) This transfer represents the movement of all budgeted school maintenance funds, including that of the School Facilities Manager, who will become a Town employee. There is a signed agreement between the Select Board and School Committee, which outlines the responsibilities of each party under this agreement.

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

Effective after the vote of Town Meeting, maintenance for all Town properties, including all schools, will become the sole responsibility of the Select Board. The School Department will continue to be responsible for custodial services and utilities of facilities that they use.

ADVISORY COMMITTEE RECOMMENDATION - Favorable Action (7-0-0)

SELECT BOARD RECOMMENDATION - Favorable Action (4-1-0)

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

ARTICLE 6 POLICE CRUISERS

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

PROPOSED MOTION

I move the Town vote to transfer \$114,910 from Free Cash to purchase and equip two (2) police vehicles.

ADVISORY COMMITTEE RECOMMENDATION - Favorable Action (4-3-0) While all members of the committee feel it is imperative to maintain fully functional emergency response assets, the dissenting members feel it would be financially responsible to extend the mileage requirement to at least 100,000 miles prior to reallocation within the town's fleet of vehicles. As such, the recommendation is made to transfer the vehicle with 103,000 miles, to the town fleet, while retaining the vehicle with 66,000 for another year. If the town wants to buy 2 vehicles one should be allocated to the fire department as they currently have all hand me down vehicles with over 100K miles, In addition, dissenting members did not support buying a vehicle for administration when there is no Lieutenant named to drive it and there appears to be no plans for such. Replace the vehicle with 103K miles and make the replacement a front line vehicle, keep using the vehicle with 66K miles for another year; move this vehicle to administrative repurpose to another town

department. Additionally, since these vehicles are purchased with the intent to serve the town's fleet, beyond Police service, purchases should be considered as part of the capital improvement plan.

SELECT BOARD RECOMMENDATION - Favorable Action (4-1-0)

DESCRIPTION

The Police Department utilizes a fleet of ten (10) vehicles to meet the law enforcement needs of the residents of Leicester. This fleet of vehicles includes five (5) frontline marked police cruisers that are used daily. The Town has been following a fleet replacement schedule that includes the replacement of one to two cruisers annually to ensure the full use and reliability of the fleet.

This article seeks funding for one new marked cruiser at \$62,000, which will replace a Ford sedan with 66,000 miles which will be repurposed for use by the Town Assessor. This will allow the Town to surplus a 2012 Ford sedan, another former police vehicle, currently being used for inspections that has outlived its useful life.

The second vehicle sought by Police Department will replace a Ford SUV that has 103,000 miles with an unmarked hybrid administrative cruiser at \$52,910. This SUV will be sent to the Fire Department, where it will replace a 2014 Ford SUV with 120,000 miles.

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

ARTICLE 7 FUNDING OPERATIONAL COSTS OF THE NEW LEICESTER HIGH SCHOOL CAMPUS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund operational costs for the new Leicester High School campus and associated properties or take any action thereon.

PROPOSED MOTION

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

ADVISORY COMMITTEE RECOMMENDATION - Favorable Action (6-1-0)

SELECTBOARD RECOMMENDATION - Favorable Action (5-0-0)

DESCRIPTION

This article seeks funding for the costs to operate the new High School campus, including utilities for buildings not in use by the School Department, insurance, buildings and grounds maintenance, snow removal and security. Funding via is Free Cash requested until properties considered to be surplus can be repurposed and other options can be determined for ongoing funding.

The Town has spent \$714,651.17 in maintenance and operational costs for the campus from January 1 through September 15. See table below, which shows bill data through September 15, followed by an estimate for the remaining months.

Category	Cost through September 15	Forecast September 15 through Dec 31	Total Forecast Annual Cost
Utilities	\$258,499.01	\$90,474.65	\$348,973.66
Security	\$57,756.90	\$8,663.54	\$66,420.44
Other	\$93,106.06	\$23,276.52	\$116,382.58

Repairs	\$118,240.80	\$35,472.24	\$153,713.04
Grounds	\$63,414.50	\$22,195.08	\$85,609.58
Insurance	\$123,633.90	0	\$123,633.90
Totals	\$714,651.17	\$180,082.02	\$894,733.19

If this vote is passed the Town would have allocated a total of \$1,150,000 in Free Cash since voting to acquire the campus. If this estimate holds, the Town will have \$255,266.81 to maintain and run the campus from January through May of 2023, at which time, another transfer will be necessary.

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

ARTICLE 8 FY 2023 CABLE PEG ACCESS ENTERPRISE ACCOUNT APPROPRIATION

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

PROPOSED MOTION

I move that the Town vote to appropriate up to \$103,000 and transfer the sum of \$330,000 in retained earnings of the FY 2022 Cable PEG Access Enterprise Account to fund the FY 2023 expenses of the Cable Access Enterprise Fund, which was established by the vote under Article 5 of the May 1, 2018 Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said appropriation to be funded by funds available in the Cable PEG Access Enterprise Fund pursuant to the Town’s cable licensing agreement.

ADVISORY COMMITTEE RECOMMENDATION - Favorable Action (7-0-0)

SELECTBOARD RECOMMENDATION - Favorable Action (5-0-0)

DESCRIPTION

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

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

ARTICLE 9 FY 2023 EMS (AMBULANCE) ENTERPRISE ACCOUNT APPROPRIATION

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

PROPOSED MOTION

I move that the Town vote to appropriate from the ambulance enterprise fund up to \$236,412 to fund potential increased FY 2023 expenses of the EMS (Ambulance) Fund, which was established by the

vote under Article 8 of the May 3, 2022, Annual Town Meeting, pursuant to M.G.L. c. 44, § 53F 1/2, said appropriation to be apportioned and funded for FY 2023 as follows:

- \$657,438 to be appropriated from the EMS (Ambulance) Enterprise fund (Spring Annual Town Meeting)*
- \$76,104 to be appropriated from the general fund (Spring Annual Town Meeting)*
- \$236,412 to be appropriated from the EMS (Ambulance) Enterprise fund (Fall Special Town Meeting)*
- \$969,954 total budget*

ADVISORY COMMITTEE RECOMMENDATION – Favorable Action (7-0-0) Unanimous support of this article was provided due to the expectation of a future return on investment, as outlined by Interim EMS Director Kelley's proposal and historic data. The recoupment of funds has already proven to be successful.

SELECTBOARD RECOMMENDATION - Favorable Action (4-1-0)

DESCRIPTION

Increase to the EMS budget sought to cover new Non-Emergent Inter-Facility transport agreement with Vibra Hospital/the Meadows. Projections based on current data indicate the Town should collect approximately \$1,100,000 in receipts for FY 2023. If this article is passed, the budget for FY 2023 will be based on collection of \$893,850 in ambulance receipts, and a general fund subsidy of \$76,104, for a total of \$956,954. This would result in excess collections of \$130,046. It is anticipated that should collections come in as anticipated, the Town will eliminate the general fund subsidy in FY 2024, and eventually begin charging general fund reimbursement charges to the fund.

The other benefit to increasing this budget is have additional staff available for times when there are multiple medical calls at once, reducing mutual aid losses and increasing services to residents.

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

ARTICLE 10 FY 2023 CAPITAL IMPROVEMENT PLAN

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

PROPOSED MOTION

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

Project	Description	Amount
Security Cameras	Cameras to be installed at the Highway Garage, Burncoat Park, Rochdale Park, the Recycling Center, Towtaid Park, Tarentino Park, and Bark Park, with a server installed at the Police Station.	\$100,000
Fire Hydrant Repair	Funds requested for repair of 18 out of service fire hydrants. There has been \$5,000 per year for hydrant maintenance in the Fire Department budget.	\$65,000

Fire/EMS (minimum type 3) ballistic vests and helmets	Funds requested to purchase 16 vests to outfit Fire/EMS vehicles	\$15,000
Fire Station #2	Replacement Boiler – The oil tank in Station #2 has failed. Propane is a cleaner and more efficient source of heat.	\$15,000
Total		\$195,000

CAPTIAL COMMITTEE RECOMMENDATION – Favorable Action - Cameras (5-1-0), Fire Hydrant Repair & Fire/EMS Safety Vests (6-0-0), Fire Station #2 Replacement Boiler (5-0-1)

ADVISORY COMMITTEE RECOMMENDATION – Cameras: Unfavorable action (6-1-0), Fire Hydrant Repair Favorable Action (7-0-0) Fire/EMS ballistics vests & helmets (7-0-0), Fire Station #2 Replacement Boiler (7-0-0).

Dissenting members, while generally supportive of installation of security cameras, request a more indepth plan regarding the cost of installation such as infrastructure requirements, the necessity and cost of emplacement of structures to accommodate cameras, the cost associated with installation of electricity to the location, the cost associated with the electrical requirement of the cameras, and future costs associated with maintenance and possible replacement.

SELECT BOARD RECOMMENDATION - Favorable Action (5-0-0)

DESCRIPTION

These four transfers are requested as interim funding items to the Capital Plan. The first three address the public safety items. The final transfer request is a boiler replacement, with a conversion to propane for Station #2.

Please note that the Select Board voted to recommend the first three items at its September 19, 2022 meeting. The replacement boiler was added after that meeting. The Board will vote its recommendation on that item at a future Board meeting and report it at Town Meeting.

The Capital Committee will assemble its FY2024 recommendations for the Spring Annual Town Meeting.

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

ARTICLE 11 GROUNDWATER STUDIES AT LANDFILL

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

PROPOSED MOTION

I move the Town vote to transfer \$21,400 from Free Cash to fund groundwater and other studies at the former landfill site, said funds to be expended by the Select Board.

ADVISORY COMMITTEE RECOMMENDATION – Favorable Action (7-0-0)

SELECTBOARD RECOMMENDATION - Favorable Action (5-0-0)

DESCRIPTION

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

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

ARTICLE 12 FUNDING IMPROVEMENTS AT TOWN PARKS

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

PROPOSED MOTION

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

ADVISORY COMMITTEE RECOMMENDATION - Favorable Action (6-0-1)

SELECTBOARD RECOMMENDATION - Favorable Action (5-0-0)

DESCRIPTION

This article is used to support improvements at Town Parks that are not included within the general fund budget. This includes extraordinary repairs, maintenance, tree trimming, etc.

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

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

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

PROPOSED MOTION

Move that the article be accepted as written.

ADVISORY BOARD RECOMMENDATION - Favorable Action (7-0-0) Members unanimously support the revocation of the October 16, 2018 decision to accept MGL Ch 53, §18B. The law is cost prohibitive and difficult to administer. It must be used for all ballot questions, would require forming two additional committees (pro and a con committees), and if their opinions are not provided, they must be provided by town counsel. We feel this would put an unfair advantage to the opinion written by the legal professional as opposed to those written by the layperson. Additionally, with the availability of electronic media, the public has access to up to date information regarding the item at issue on the ballot.

SELECTBOARD RECOMMENDATION - Favorable action (5-0-0)

DESCRIPTION: MGL 53, Section 18 mandates the following of any ballot question:

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

This repeal failed at the October 26, 2021, and May 3, 2022, Town Meetings. Normally, the Town is not allowed to put out any mailers or other information regarding any ballot question. The goal of the law was to better inform the public. It has numerous deadlines, which if accidentally missed, can invalidate the entire ballot question. It requires a mailing be sent to every registered voter in the Town.

The steps annotated above were not followed during the purchase process of the former Becker campus, as such use was believed to be optional at the time, and the Town had a short window of time to commit to the purchase. The overwhelming affirmative vote to purchase the property was almost invalidated because of the omission. Special legislation had to be crafted and rushed through the House, Senate, and Governor’s Office in order to obtain approval to allow the acquisition to move forward.

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

ARTICLE 14 AMEND THE REVOLVING FUND BYLAW

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

PROPOSED MOTION
UPDATED: PASSOVER

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

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

A RevolvingFund	B Department, Board, Committee, Agency or OfficerAuthorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable fromFund	E Restrictions or Conditions on Expenses Payable from Fund	F Other Requirements/ Reports	G Fiscal Years

Leicester Schools Campus Use	Select Board/Town Administrator	All fees' charges or other receipts collected from the use of the former campus property; and any other funds collected from programs or activities for the use of the property.	All costs associated with the operation of the former Becker property, including utilities, maintenance, repairs, groundskeeping, and any and all other associated costs	None	None	Fiscal Year 2022 and subsequent years
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ADVISORY COMMITTEE RECOMMENDATION - Favorable action (7-0-0)

SELECT BOARD RECOMMENDATION - Favorable action (5-0-0)

DESCRIPTION

This article requests amendments to the revolving fund bylaw for the following purposes to adjust of the language of the Former Becker Property Use fund. It is renamed, and allows all fees collected from uses and events at the former campus to be placed in the fund. However, language involving gifts or donations are removed, as they cannot be placed in a revolving fund according to M.G.L. c. 44, § 53E ½ (a gift account could be set up through M.G.L. c. 44, § 53A). Additionally, rental and lease payments are also removed, as MGL requires such payments treated as general fund revenue.

It was discovered that this article did not go before the Bylaw Review Committee, as required by Town Bylaw. Therefore, this article is recommended for pass over until the Spring Annual Town Meeting.

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

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

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

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

PROPOSED MOTION

Move that the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION Favorable Action (7-0-0)

SELECT BOARD RECOMMENDATION Favorable Action (5-0-0)

DESCRIPTION

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

VOTE REQUIRED FOR PASSAGE - Requires a simple majority vote M.G.L. c. 40, § 21

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

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

Marijuana Establishments 7/29/2021

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

MARIJUANA COURIER: an entity licensed to deliver Finished Marijuana Products, Marijuana Accessories and Branded Goods directly to Consumers from a Marijuana Retailer, or directly to Registered Qualifying Patients or Caregivers from a Medical Marijuana Treatment Center but is not authorized to sell Marijuana or Marijuana Products directly to Consumers, Registered Qualifying Patients or Caregivers and is not authorized to Wholesale, Warehouse, Process, Repackage, or White Label. A Marijuana Courier is an additional license type under G.L. c. 94G, § 4(b)(1) that allows for limited delivery of marijuana or marijuana products to consumers; and shall not be considered to be a Marijuana Retailer under 935 CMR 500.002: Definitions or 935 CMR 500.050: Marijuana Establishments and shall be subject to 935 CMR 500.050(1)(b): Control Limitations.

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

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

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

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

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

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

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

PROPOSED MOTION

Move that the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION Favorable Action (7-0-0)

SELECT BOARD RECOMMENDATION - Favorable Action (5-0-0)

DESCRIPTION

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

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

ARTICLE 17 STREET ACCEPTANCE – VIRGINIA DRIVE

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

PROPOSED MOTION

Move that the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION – Favorable Action, based on a favorable action by the Street Conversion Committee. (7-0-0) Unanimous approval was received, with the caveat; pending approval by the street conversion committee.

SELECT BOARD RECOMMENDATION - Recommendation to be made at Town Meeting. (5-0-0)

DESCRIPTION

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

VOTE REQUIRED FOR PASSAGE Requires 2/3rds majority vote under M.G.L. c. 40, §§ 4, 14.

TOWN OF LEICESTER
FALL TOWN MEETING
October 18, 2022

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

Given under our hand and seal of the Town on this 3rd day of October, 2022

Respectfully submitted, Leicester Select Board

Chair

Diana Covensker

[Signature]

[Signature]

Date: October 4, 2022

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

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

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

Kenneth M Antanavica

Kenneth M Antanavica

Printed Name of Constable

Signature of Constable

Preliminary Plan for Yard Sale

Date and Time

Saturday, Nov 5

Time: 9:00 am to 1:00 pm

Buildings

1812 House
Hitchcock
Lane
Russell
Winslow

Rules

Cash and Checks only (payable to TOL)
Purchased and free items must go on same day
Exceptions could be made for larger items

Project Description	Responsibility	10/15/22	10/22/22	10/29/22	11/05/22
Preliminary Work					
Get approval from Selectboard	David G				
Form a group of volunteers	Linda C				
Run a list of Inventory for these buildings	Linda C				
Conduct a Needs Assessment					
Determine items for sale	Linda C, Kris L or someone from Town Hall				
Determine items for free	Linda C, Kris L or someone from Town Hall				
Determine metal items for Recycling Center	Linda C, Jan Parke				
Determine Items for Trash	Linda C, Kris L or someone from Town Hall				
Trash Removal					
Bag Trash	Linda C, Volunteers				
Pickup Trash	Highway				
Cleanup buildings - Sweep and Dust	Linda C, Volunteers				
Recycling Center					
Sort out Metal for Recycling Center	Linda Colby and Volunteers				
Pickup Metal for Recycling Center	Highway				
Pricing					
Put prices on all sale Items	Linda C				
Marketing and Advertising					
Develop Flyers	Linda C				
Develop Ads for Website, Social Media, LCAC	Linda C				
Develop Info for Sign in Center of Town	Linda C				
Get on LCAC with Lucky	Linda C (I hate being on TV!)				
Create article for Spencer New Leader	Linda C, Kevin Flanders				
Run article in New Leader	Kevin Flanders				
Post info all over town	Linda C and Volunteers				
Conduct the Yardsale					
Two People to Oversee Each Building	Volunteers				
One person to collect money from each building	Linda Colby				
Two people to help load items into vehicles	Volunteers				
Handling of Money					
Count money and turn into Town Hall	Linda C, Backup counter from Town Hall				

**SELECT BOARD MEETING MINUTES
AUGUST 18 , 2022 AT 6:00PM
LEICESTER SENIOR CENTER**

CALL TO ORDER/OPENING

Chair Allen Phillips called the meeting to order at 6:00pm. Chair Allen Phillips, Vice Chair Rick Antanavica, Second Vice Chair Dianna Provencher, Selectman Herb Duggan Jr., Selectman John Bujak, and Town Administrator David Genereux were in attendance.

After the meeting was called to order, the Chair informed the Board that he would like to take Agenda item 3, Executive Session, pursuant to MGL Chapter 30A, Section 21(a), under Exception 2 – Conduct strategy sessions in preparation for negotiations with nonunion personnel (Assistant Town Administrator) out of order. Motion was made by Mr. Antanavica, and seconded by Mr. Duggan, to take the item out of order and go into Executive Session. The roll call vote was 5-0-0 in the affirmative.

The Board reconvened in open session at 6:55 P.M.

1. Select Board Retreat/Discuss Select Board Goals

Discuss Select Board FY23 Goals – Mr. Phillips assembled a list of topics to be discussed at the retreat.

1. **Strong Goals** - He stated that the Board needed to write strong and measurable goals, and that Mr. Genereux and the new Assistant Town Administrator would be tasked with this endeavor. Mr. Bujak and Mr. Duggan would also contribute to this effort.
2. **Board Goals** – Mr. Phillips stated that a minimum of three goals need to be written, focusing on:
 - a. **Economic Development** – It is crucial that the Town foster economic development to reduce the tax burden on residents. Up to this point, the EDC has been ineffective and without direction. Mr. Phillips stated that there needs to be new membership on the Committee and business needs to be encouraged to be located within the town, especially along Route 9 and up on the retail pads in the Walmart Plaza.
 - b. **Turnover at Town Hall** – Mr. Phillips noted that there has been a lot of turnover and Town Hall and in other departments over the past few years and that the Town needs to try to keep employees for the long term.
 - c. **Goals should be better than printed paper** – Mr. Phillips stated that goals are meaningless unless they are followed up and acted upon.
 - d. **Employee incentive plan** – Mr. Phillips stated that there should be an employee incentive plan to encourage employees to participate in improving operations. There was further discussion regarding employee parties and employee and citizen of the year awards.
 - e. **STRAP (Strategic Action Plan)** – Mr. Phillips suggested that the Board implement a STRAP program in September for the Board goal of cleaning up the entranceways to the Town, specifically in Cherry Valley. He referenced a discussion held at a previous where the Board discussed encouraging the clean-up of properties on or around the Town line in Cherry Valley.
3. **1-3-5 Year Strategic Plan** – Mr. Phillips stated that the Board needed to implement a long-range view of the direction that the Town needs to go. Mr. Bujak stated that other groups in Town need to participate and should be engaged. Ms. Provencher stated that we need to have larger-scale meetings to discuss the future, and other boards should be involved.

4. **Parks** – Mr. Phillips stated that at one time there was discussion about the issues going on with the Parks Committee, but then nothing was moved forward. This has left the Committee unsure of what they should be doing. Ms. Provencher stated that the Parks Committee should continue to be in charge of the parks. Mr. Bujak and Mr. Antanavica agreed. Mr. Antanavica stated that it would be beneficial to have a meeting with the Parks and Recreation Committee to resolve any issues or questions.
5. **Town Counsel** – Mr. Phillips stated that we should review the work being done by Town Counsel to ensure that we are getting the best work for the money. He stated that his previous community had great success with Kopelman and Paige. Mr. Antanavica stated that he had no problem with Counsel’s work, but he would consider having a separate attorney to use as labor counsel. Mr. Phillips asked Mr. Genereux to review counsel options and report back to the Board.
6. **Police Department Hires** – Mr. Phillips stated the hiring process for Police office staff had taken too long without results and needed to be resolved. Mr. Genereux stated that he would work with the Police Chief to address the matter.
7. **Review the Role of the Select Board as Department Liaisons** – Ms. Provencher stated that Board has been too involved in the day-to-day process and that departments should be going to the Town Administrator’s Office. Mr. Duggan stated that he agreed, as long as those departments had the ability to go back to the Board if the office was unresponsive. Ms. Provencher stated that she was ok with removing most liaisons on a trial basis, but we would need to rewrite the police. Mr. Genereux stated that there is no policy on whether or not the Board should or needed to have liaisons.

Mr. Phillips stated that there were more discussions to have, but the meeting had gone on long enough for the time being. Motion was made by Mr. Antanavica to adjourn the meeting. Seconded by Ms. Provencher, the meeting adjourned at 8:16 pm.

CALL TO ORDER/OPENING

Chair Allen Phillips called the meeting to order at 6:00 PM. Chair Allen Phillips, Vice Chair Rick Antanavica, Second Vice Chair Dianna Provencher, Selectman Herb Duggan Jr., Selectman John Bujak, Town Administrator David Genereux, Assistant Town Administrator Chris Vitale, Executive Assistant Maria Cataloni, and Student Liaison Chloe Bouchard were in attendance.

1. SCHEDULED ITEMS

a. 6:00pm – General Entertainment License – Workshop – 11 Hankey Street, Rochdale

Motion 091922-1a: Grand Opening October 16th 2-8 PM. A motion was made by Ms. Provencher and seconded by Mr. Bujak to approve a General Entertainment License for the WorcShop. **Motion carries 5:0:0.**

b. 6:15pm – Class II License Modification – Valley Gas – 200 Main Street, Cherry Valley

Motion 091922-1b: A motion was made by Mr. Duggan and seconded by Ms. Provencher to approve a modification to the Class II License to reduce the number of vehicles for sale on the property. **Motion carries 5:0:0.**

c. 6:30pm – Dog Hearing – 75 Tobin Road

Mr. Dirsra and Ms. Ross of 75 Tobin Road spoke about their plans to put a kennel-style enclosure in their yard. Mr. Dirsra had received two citations for the dogs since the last meeting attended on June 6, 2022 which is the reason for the hearing. Fines were paid by Mr. Dirsra on September 19, 2022. The kennel is purchased and now needs to be installed. The backyard is already fenced in, not the front yard. An electric fence or an enclosure at the front door were suggested to Mr. Dirsra.

Motion 091922-1c: A motion was made by Mr. Duggan and seconded by Ms. Provencher to have Mr. Dirsra and Ms. Ross return in 3-4 weeks to allow time for progress to be made with dog kennel installation, provided no further citations are issued. **Motion carries 5:0:0.**

d. 7:00pm – Campus Usage for Filming – Red King Cinema

Eric Betti, Location Manager of Red Kind Cinema, requested permission for usage of the interior of the Borger Building on the High School Campus to film a movie about mental health. A scene utilizing the parking lot outside of the High School Building is also proposed. Mr. Phillips requested residents and businesses be involved in any way possible. There are 2 anticipated days of shooting, either October 26th & 27th or November 1st & 2nd. There will be 3-4 days of set up and 1-2 days to break down. Resident Mr. Weikel asked that any smoking scenes not be filmed in front of students.

Motion 091922-1d: A motion was made by Ms. Provencher and seconded by Mr. Antanavica to allow Red King Cinema to use the Borger Building to film a movie. **Motion carries 5:0:0.**

2. PUBLIC COMMENT PERIOD

Jack Cavalita of 25 Lake Avenue raised concerns about loud music from Castle Cantina, 1230 Main Street, and the lack of parameters for noise in the town. Leicester follow MA noise guidelines. Mr. Cavalita proposed that the Board consider implementing a noise ordinance to create specific guidelines within the Town. Castle Cantina has recently agreed to lower their volume earlier in the evening.

3. CIVIC ANNOUNCEMENTS

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

Mention of Comedy show at Knights of Columbus on 9/24 to benefit the Leicester Christmas displays.

4. RESIGNATIONS & APPOINTMENTS

No resignations nor appointments.

5. OTHER BUSINESS

- a. **Discuss/Vote on Loan of Crash Reconstruction Equipment to the CEMLEC Accident Reconstruction Unit**

Motion 091922-5a: A motion was made by Mr. Duggan and seconded by Mr. Antanavica to approve the Leicester PD to loan accident reconstruction equipment to Auburn PD. **Motion carries 5:0:0.**

- b. **Discuss/Vote on Special Town Meeting Warrant Articles**

Motion 091922-5b.1: A motion was made by Mr. Bujak and seconded by Mr. Antanavica to approve Article 1 (Prior Year Bills - \$2,426). **Motion carries 5:0:0**

Motion 091922-5b.2: A motion was made by Ms. Provencher and seconded by Mr. Bujak to approve Article 2 (Stipend increases of Board and Committee members by 2%). **Motion carries 5:0:0**

Motion 091922-5b.3: A motion was made by Mr. Duggan and seconded by Mr. Antanavica to approve Article 3 (Acceptance of MGL Chapter 5, Section 21A). **Motion carries 4:1:0**

Motion 091922-5b.4: A motion was made by Mr. Antanavica and seconded by Mr. Duggan to approve Article 4 (Acceptance of MGL Chapter 41, Section 108P). **Motion carries 4:1:0**

Motion 091922-5b.5: A motion was made by Ms. Provencher and seconded by Mr. Antanavica to accept Article 5 (Adjust the FY23 Operating Budget – Appropriate and/or Transfer \$151,332 & Transfer \$341,658 from the School to cover shared maintenance). **Motion carries 4:1:0**

Motion 091922-5b.6: A motion was made by Mr. Duggan and seconded by Ms. Provencher to approve Article 6 (Purchase 2 Police Cruisers - \$62,000 & \$52,910). **Motion carries 4:1:0**

Motion 091922-5b.7: A motion was made by Ms. Provencher and seconded by Mr. Bujak to approve Article 7 (Funding Operational Costs of the new Leicester High School Campus - \$450,000). **Motion carries 5:0:0**

Motion 091922-5b.8: A motion was made by Mr. Duggan and seconded by Ms. Provencher to approve Article 8 (FY 2023 Cable PEG Access Enterprise Account Appropriation - \$103,00 & Transfer \$330,000). **Motion carries 5:0:0**

Motion 091922-5b.9: A motion was made by Mr. Duggan and seconded by Ms. Provencher to approve Article 9 (FY 2023 EMS (Ambulance) Enterprise Account Appropriation - \$236,412). **Motion carries 4:1:0**

Motion 091922-5b.10: A motion was made by Mr. Bujak and seconded by Mr. Duggan to approve Article 10 (10 FY 2023 Capital Improvement Plan - \$180,000). **Motion carries 5:0:0**

Motion 091922-5b.11: A motion was made by Mr. Antanavica and seconded by Ms. Provencher to approve Article 11 (Groundwater Studies at Landfill - \$21,400). **Motion carries 5:0:0**

Motion 091922-5b.12: A motion was made by Mr. Duggan and seconded by Ms. Provencher to approve Article 12 (Funding Improvements at Town Parks). **Motion carries 5:0:0**

Motion 091922-5b.13: A motion was made by Ms. Provencher and seconded by Mr. Antanavica to approve Article 13 (Revoke October 16, 2018, Acceptance of MGL Chapter 53, Section 18B). **Motion carries 5:0:0**

Motion 091922-5b.14: A motion was made by Mr. Duggan and seconded by Ms. Provencher to approve Article 14 (Amend the Revolving Fund Bylaw). **Motion carries 5:0:0**

Motion 091922-5b.15: A motion was made by Ms. Provencher and seconded by Mr. Antanavica to approve Article 15 (Amend the Personnel Bylaw in relation to the Probationary Period and the use of Leave). **Motion carries 5:0:0**

Motion 091922-5b.16: A motion was made by Mr. Duggan and seconded by Ms. Provencher to approve Article 16 (Amend the Zoning Bylaw in Relation to marijuana to match CCC Regulations). **Motion carries 5:0:0**

Motion 091922-5b.17: A motion was made by Ms. Provencher and seconded by Mr. Duggan to table Article 17 until Town Meeting (Street Acceptance – Virginia Drive). **Motion carries 5:0:0**

c. Discuss/Vote on Fencing on Turf Field

A request was made by Mr. Antanavica to discuss the concept of building a 4-foot fence on the turf field. Mr. Bujak raised concerns of locking the public out. Mr. Antanavica stated the purpose would not be to lock people out, but to prevent vehicles from driving onto the turf. Mr. Phillips and Chief Antanavica gave comment regarding trash and vehicle damage on other fields.

Motion 091922-5c: A motion was made by Mr. Antanavica and seconded by Mr. Duggan to approve a 4-foot-tall fence be built on the turf field to prevent damage to the turf. **Motion carries 4:1:0.**

d. Bid Award – High School Interior Wall Construction – BSI

Motion 0919225d: A motion was made by Mr. Duggan and seconded by Mr. Phillips to award the High School permanent wall contract to BSI and to execute the contract. **Motion carries 5:0:0.**

6. MINUTES

a. 2021 Executive Session Minutes

Motion 091922-6a: A motion was made by Mr. Antanavica and seconded by Ms. Provencher to approve the Executive Session minutes. **Motion carries 5:0:0.**

b. September 12, 2022

Motion 091922-6b. A motion was made by Mr. Antanavica and seconded by Mr. Bujak to approve September 12th minutes. **Motion carries 5:0:0.**

7. REPORTS

a. Student Liaison Reports

Chloe Bouchard provided updates on the first days of school on the new Leicester High School Campus.

b. Report of the Town Administrator's Office

The included report was a prior copy. There will be an expanded report for the next meeting.

c. **Select Board Reports**

The Select Board discussed various topics including the verification of deeds prior to starting work on town properties, the Harvest Fair, football game and recent bridge dedication, sending well-wishes to a resident who recently lost her brother, and the climate of the current Board.

Motion 0919228: A motion to adjourn was made by Mr. Antanavica and seconded by Ms. Provencher at 9:36 PM. **Motion carries: 5:0:0.**



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

October 11, 2022

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

The following is a report on the general activities of the Town Administrator through October 11th, 2022

Leicester High School property

- Signed a contract to have construction documents produced for the new interior wall at the High school and for non-compliant railings to be installed in Campus Center. We have closed a bid with BSI for installation of the wall once the design of the wall is complete. Will start a procurement when we have the railings designed.
- There is a contract with negotiated with Dennis Colwell Architects for consideration by the Board for ADA improvements to be made at Borger. This group will also do design adjustments to the Fire system and sprinkler system plans that we have currently to ensure that they work with the proposed ADA adjustments to be made for the building. When this portion of the project is complete, all three components will be going out to bid. DG
- Working on assembling a request for quotes for resurfacing the gym floor and adding the school logo and colors. DG
- Spoke with the School Superintendent concerning filing a statement of interest for replacing the roof at Borger through the MSBA's accelerated repair program. DG
- Scheduled appointments for contractors to look at turf field with Facilities Director so they can provide quotes for the fence project. DG, MC
- Conducted a walkthrough of the Becker Campus with the Facilities Director and Arden Engineering to assess outdoor lighting obtain recommendations for energy efficiencies. CV
- Updated the Former Becker Campus project page to provide community status updates on each building. CV
- Worked with the School Department to resolve billing issue with Brightly (School Dude) and get access to the facility management tool. CV

Economic Development/Businesses

- Held two licensing meeting with departments to discuss license status of several businesses. Notified Worshop and Mandaeen Community Center that they fulfilled all local regulatory requirements and could move forward with business activities. CV, MC, DG

Citizen Issues

- Provided CEA enrollment information to multiple residents. MC, CV
- Sent Letters to Waite Pond residents regarding upcoming drawdown of Dam. DG, MC

Financial/Budgetary

- Completed the Town Meeting warrant. Awaiting free cash calculation. DG
- The roof for station 3 is currently out to bid via IFB. Due date for bids is 10/27/22
- The propane boiler for Fire Station #2 is out for quotations. Quotes are due by 10/19/22 DG
- The turf field fencing project is also out for quotations, which are due by 10/19/22 DG
- The Highway Department doors are also out for quotations, which are due 10/19/22 DG
- The Highway Chapter 90 account is currently in deficit. There are expenditures for projects that MassDOT has not approved (Which for these projects is administrative, but still needs to be done). There are also numerous expenditures on approved projects that have not been reimbursed because the Town failed to submit for reimbursement. This may affect free cash for this year. I am working with MassDOT to get the accounts reconciled and get the reimbursement.
- I also discovered that we have not been following the Mass prequalification process for bidders on highway projects, which is a requirement for projects over \$50,000 receiving funding through Chapter 90. As a result, I am recommending that existing bids for cold planing and bituminous in place be cancelled, to be rebid in February for the start of road season. DG

Human Resources

- Posted jobs for Police Clerk Town website, MMA website, and Spencer New Leader. DIS Assistant posted to Town website and MMA website. Plow Drivers ad posted on Town website and in the Spencer New Leader. CV, MC
- Processed two insurance claims for staff. CV

Misc.

- Conducted a walkthrough of the Fire & EMS Headquarters with Chief Dupuis. CV
- Met with the Collins Center to discuss CCC Grant & Competitive Grant opportunity in October 2022. CV
- Established weekly check-in meeting with DIS Director to review active projects. CV
- Met with the town's IT Account Manager to review the technology budget and discuss ongoing projects/goals. CV
- I was informed by Stu Loosemore of Senator Gobi's Office that House Bill 3989 – granting a property tax exemption for Mrs. Joanne Songy has been signed into law. You may recall that we sponsored this legislation after learning her husband John, Rutland Police Detective and Leicester resident died on May 20, 2020 after contracting COVID-19 in the line of duty. This exemption is retroactive. DG
- Met with DIS Director and CRMPC to review the town's CDBG program activities including the home repair program and Russell Memorial Park ADA project. CV
- Met with CRMPC, State, and National Grid to review Green Communities Grant projects and discuss next steps. CV
- Attended a meeting at the Senior Center with the School Superintendent to discuss current events. DG
- Attended the groundbreaking ceremony for the new warehouse on Huntoon Highway that is being constructed by the Brennan Group, along with their partners. DG