

PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: April 4, 2022

TIME: 5:30pm

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

REQUESTED BY: Kristen L. Forsberg, Assistant Town Administrator

*Agenda packet and associated documents can be found at www.leicesterma.org/bos. This agenda lists all matters anticipated for discussion; some items may be passed over, and other items not listed may be brought up for discussion to the extent permitted by law. 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/510551125>

-OR-

(408) 650-3123; Access Code: 510-551-125

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 5:30pm – Executive Session - Discussion with Town Counsel pursuant to M.G.L. c. 30A, s. 21(a)(1), (3), (6) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007) to discuss strategy sessions with respect to collective bargaining (Firefighters Association & Highway Union); and consider the purchase, exchange, lease or value of real property (Becker College)
- b. 6:30pm – Eagle Scout Presentation – Xavier Morales
- c. 6:45pm – School Waiver Request – Athletic Regulations
- d. 7:00pm – Open Space and Recreation Plan Discussion
- e. 7:15pm – Discuss/Vote on Becker Properties Available for Disposition (Vet Clinic & Others)

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

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

4. RESIGNATIONS & APPOINTMENTS

- a. Retirement – Kristopher Soucie - Firefighter
- b. Resignation – Tyler Jefferson – EMT
- c. Appointment – Megan Canavan – Animal Inspector
- d. Appointment – Kristen Johnson – Part Time Non-Benefitted EMT
- e. Appointment – Kristopher Mastromatteo – Part Time Non-Benefitted Paramedic
- f. Appointment – Kristen Johnson – Part Time Non-Benefitted EMT
- g. Appointment – Library Assistant – Marie Paquette
- h. Special Municipal Employee Appointment Request – Town Recycling Committee

5. OTHER BUSINESS

- a. Accept Recycling Center Donation
- b. 2022 License Renewal – Wings & Co, 1072 Main Street – Common Victualler License

- c. Right of First Refusal – Pine Street Land
- d. Becker Working Groups Update
- e. Request to Use Becker Turf Field – Evolution Field Hockey Club
- f. Discuss 2022 Annual Town Meeting Warrant

6. MINUTES

- a. March 21, 2022
- b. March 26, 2022

ADJOURN

Proposed Executive Session Motion

Board Member 1

I move to go into Executive Session for a Discussion with Town Counsel pursuant to M.G.L. c. 30A, s. 21(a)(1), (3), (6) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007) relative to strategy sessions with respect to collective bargaining (Firefighters Association & Highway Union) and to consider the purchase, exchange, lease or value of real property (Becker College)

The Board will reconvene in open session at the conclusion of executive session.

Board Member 2

Second

Chairperson

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

VOTE BY ROLL CALL

From: [Jennifer Reynolds](#)
To: [Forsberg, Kristen](#)
Cc: [Nathan Hagglund](#); [Ted Zawada](#); [Marilyn Tencza](#); [Genereux, David](#)
Subject: Re: Request for Exemption
Date: Saturday, March 12, 2022 9:39:47 AM

Good Morning Kristen,
Thank you for the clarification. For this request I will ask for a waiver from August 15th through the Wednesday before Thanksgiving.
Thank you,
Jen Reynolds

On Thu, Mar 10, 2022 at 7:10 PM Forsberg, Kristen <forsbergk@leicesterma.org> wrote:

Hi Jen,

I brought up this request to the Becker Athletics Committee tonight and they asked me to reach out to you to find out if this is request for a “waiver” or an “exemption”. Please clarify. Thanks,

Kristen L. Forsberg, MPA & MCPPO

Assistant Town Administrator

Town of Leicester

3 Washburn Square

Leicester, MA 01524

508-892-7077

From: Jennifer Reynolds <reynoldsj@lpsma.net>
Sent: Tuesday, March 8, 2022 8:10 PM
To: Forsberg, Kristen <forsbergk@leicesterma.org>
Cc: Nathan Hagglund <hagglundn@lpsma.net>; Ted Zawada <zawadat@lpsma.net>; Marilyn Tencza <tenczam@lpsma.net>
Subject: Request for Exemption

Hi Kristen,

Thanks for your help with the presentation at the meeting on Monday; I appreciated it. As suggested by the board, I am petitioning for exemption from the following rules;

9. Goals may only be moved under direction of the Select Board.

Reason: With the playing of multiple sports on the field, sport appropriate goals will need to be moved on and off the playing area. Goals will not be removed from the site.

15.The turf field is reserved for games only, unless specifically authorized by the Select Board.

Reason: Student Athletes would have access to proper training and simulation of in game conditions that occur during competition on artificial turf.

Please let me know if there is something specific I need to do to have this placed upon the agenda.

Thank you,

Jen Reynolds

Jennifer A. Reynolds, M.A.T., M.Ed.

Director of Athletics

Science Department

Leicester Public Schools

(508) 892 7030 ext. 1109

Please see our [Participation in Online Learning Services Statement](#)

Please see our [Nondiscrimination Statement](#)

Leicester High School

Interscholastic Athletics use of the Turf Field

Request from The School Committee of Leicester Public Schools to the Town of Leicester Select Board

In regard to the rules put forth for field use;

- 1) Suspend Rule #13 for the School District.

A Day of rest will be assigned each week by the RFO based on the schedule.

- 2) Suspend Rule #15 for the School District.

The turf field is reserved for games only, unless specifically authorized by the Select Board

Why is the District making these requests?

Single Artificial Turf Field Communities

	Number of teams (V/JV/F) that practice on the turf field.	Number of teams (V/JV/F) that play games on the turf field.	Approximate number of games (V/JV/F) played per week on turf field/Fall.	Approximate number of games (V/JV/F) played per week on turf field/Spring.	Does your community and or district allow outside groups to rent or use the turf field?	Is there a designated rest time or season of non-use/rest?
Millbury	8	8	3-4	2-3	Yes	No
Lunenburg	11	12	10-12	6-8	Yes	No
Uxbridge	8	8	4-5	0	Yes	No
Northbridge	9	10	5-6	2-3	Yes	No
Tantasqua	15	15	5	4-5	Yes	No
Shrewsbury	15	15	6-8	6-8	Yes	No
Assabet	10	10	5-6	4-5	Yes	No
Leicester	8	8	3-4	0	Yes	TBD

Alumni Field - Construction, Past Maintenance and Use



- Synthetic Turf/Crumb Rubber
- Constructed 1994 - Renovated 2008
- Replaced 2018 by FieldTurf with top of the line 'grass' plastic
- Used 2-10 pm all fall for Football, Soccer, Field Hockey, off season Lacrosse and some rentals.
- Field was fluffed 3 or 4 times a semester.
- Weather is more concerning regarding wear than use. Becker did plow it.
- 2 Seasons of use since turf replacement
 - 2 years of non-regular use

Grass fields behind Fuller not safe for play.

Points of Emphasis

- Use of Alumni Field limited to pre-game/contest is not adequate preparation for competition as during that time the field would be shared with opposing teams for warm-ups.
- Most opposing high school teams both practice and play on turf surfaces.
- As LPS does not sponsor spring season turf teams, there would be limited interscholastic use of the turf field from November through August each year. The 'in season' for the turf field would be September and October with reduced usage during November.

Health and Safety Concerns

- “A 2019 federal study between the U.S. Environmental Protection Agency, Centers for Disease Control and Prevention, and Consumer Product Safety Commission estimates that exposure to chemicals in crumb rubber is expected to be low. Exposure to VOCs and SVOCs is also limited because low amounts of them are released into the air where field users can potentially breathe them in.” (mass.gov). [Artificial Turf Fields](#)
- FieldTurf, the company that replaced the field in 2018, states that FieldTurf systems led to:
 - 44% Fewer Concussion Injuries Combined
 - 43 % Fewer ACL Injuries Combined
 - 25% Less Time Lost to Long-Term Injuries (22+ Days)
 - 16% Less Time Lost to Short-Term Injuries (1-2 Days)
 - Links to studies: [High School Football](#), [Collegiate Soccer Men’s](#), [Collegiate Soccer Women’s](#)

Student-Athlete Perspective

Erin Arsenault - Varsity Field Hockey

Extensive club field hockey - indoor and outdoor play

Rian Fadden - Girls Varsity Soccer

Extensive club soccer - indoor and outdoor play

Where can the Select Board & School Committee Collaborate on Field Use?

1. The SC may be able to come up with a per student fee schedule proposal for the Select Board.
 - a. This will help with maintenance to the fields/gyms etc.
 - b. The fee will need to be nominal so as to not adversely impact the parents of our student athletes who are already paying fees to play sports.
 - c. Waivers would be built into any fee structure which are not any different that how the District currently operates.
2. We can collaborate on having the RFO schedule all fields/gyms/etc.
 - a. This would allow for groups with scheduling conflicts to be reassigned to other suitable gyms/fields/etc should they be displaced by a School event.
 - b. This could be on our next school committee workshop.

Thank You



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

April 4, 2022

Melissa Cryan
Division of Conservation Services
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

RE: Town of Leicester 2021 Open Space and Recreation Plan Update

Dear Ms. Cryan:

Please accept this letter as confirmation that the Leicester Select Board has reviewed the 2021 Draft Open Space and Recreation Plan Update for the Town of Leicester and is thrilled to offer this letter of support.

We are grateful for the efforts of staff, volunteers, participants, and members of the Open Space and Recreation Committee who contributed to the comprehensive planning process. We are excited to meet the challenges that have been laid out before us and look forward to addressing the open space and recreation needs of the Town of Leicester.

Sincerely,

Richard Antanavica, Chair
Leicester Select Board

cc: David Genereux, Town Administrator
Alaa M. Abusalah, Town Planner

Building Recommendations North Campus

Keep	✓
Lease	○
Sell	\$

Working Groups	Conditions			Education	Swan	Reuse
	Keep	Lease	Sell			
Fuller Campus Center	✓	○	\$	✓		✓
Campus Center West	✓	○	\$	✓		✓
Borger Academic	✓	○	\$	✓		✓
Knight Hall	✓	○	\$	✓		✓
Marsh Hall	✓	○	\$	✓		✓
Swan Library	✓	○	\$	✓	✓ ○	✓
May House	✓					✓
Berkshire	✓	○	\$			✓ ○
Hampshire	✓	○	\$			✓ ○

Building Recommendations South Campus

Keep	✓
Lease	○
Sell	\$

Working Groups	Conditions			Education	Veterinary	Reuse
	Keep	Lease	Sell			
Winslow Hall			\$			\$
Hitchcock Hall			\$			\$
Lane Hall			\$			\$
1812 House			\$			\$
Russell Hall			\$			\$
Barrett Hall	✓	○	\$			✓ ○
Gymnasium	✓	○	\$	✓		✓
Vet Clinic	✓	○	\$		✓ ○	✓ ○
Staff House	✓	○	\$			✓ ○
Staff House Garage	✓	○	\$			✓
Facilities	✓	○	\$			✓ ○

Lease of Former Becker College Veterinary Clinic – Town of Leicester



VETERINARY CLINIC FOR LEASE
(Former Becker College Animal Health Center)
955 Main Street
Leicester, MA 01524

TOWN OF LEICESTER
REQUEST FOR PROPOSALS

LEASE OF TOWN OWNED REAL ESTATE

DATE OF ISSUE: APRIL 6, 2022
PROPOSAL DUE DATE: MAY 9, 2022
@ 11:00 A.M.

Lease of Former Becker College Veterinary Clinic – Town of Leicester

Request for Proposals

Sealed proposals will be received at the Office of the Town Administrator, 3 Washburn Square, Leicester, MA 01524 on May 9, 2022, at 11:00 a.m. for the following:

Five year lease of a Town owned building known as the former Becker College Animal Health Center located at 955 Main Street, Leicester, MA 01524.

Specifications and all other bid documents may be obtained at the Office of the Town Administrator or by email at genereuxd@leicesterma.org.

Proposals shall be addressed to the Town of Leicester and should be submitted in the form specified in the RFP, in a sealed envelope endorsed “Real Estate Lease Proposal – Former Becker Veterinary Clinic” with the bidder’s name and address. Each bidder shall enclose with the bid an acceptable bid bond or bid deposit in the amount of five percent (5%) of the proposal’s value.

They will be opened publicly at that time.

Specifications and all other bid documents may be obtained at the Office of the Town Administrator or by email at genereuxd@leicesterma.org on all correspondence.

The Town of Leicester reserves the right to reject any or all Proposals and to waive any informalities in bidding and to make the award as appears to the best interests of the Town.

TOWN OF LEICESTER

David Genereux
Town Administrator

SECTION 1

GENERAL PROVISIONS

1.1 GENERAL DESCRIPTION

The Town of Leicester, acting by and through its Select Board, is offering for lease a Town owned building known as the former Becker College Animal Health Center located at 955 Main Street, Leicester, MA 01524. This property, along with all other Becker College properties located within the Town of Leicester was authorized for purchase via Article 3 of the September 14, 2021, Special Town Meeting. The purchase was recorded on December 30, 2021, and can be found in Book 66858, on Page 259.

The Town is seeking a qualified applicant(s) to lease the building using the criteria established in this Request for Proposal (“RFP”). The RFP may be obtained at the office of the Town Administrator, Town Hall, 3 Washburn Square, Leicester, Massachusetts 01524, or via email request at genereuxd@leicesterma.org.

1.2 GENERAL INFORMATION REGARDING THE PROPERTY

The Town is requesting proposals from respondents interested in leasing the property in accordance with the terms and conditions of this RFP. The term of the lease is for five (5) years. It is the objective of the Town that the property be used in a productive manner that adds value to the property and the Town. Preferred uses center around veterinary or medical office applications, although the Town will consider other uses allowed by the Town’s Zoning Bylaws.

The property located at 955 Main Street, Leicester, MA 01520 (hereinafter the “Property”) is a part of 6.80 acre parcel of land on which multiple former Becker College buildings, and a planned municipal dog park are situated, improved by a single story building with an approximate gross area of 7,792+/- square feet. Please see Town of Leicester Property Record Card and site imagery attached hereto as Appendix A.

The building, built in 1981, has a concrete block exterior, with a tar and gravel roof. It has 2 half bathrooms. It is heated by forced hot air via natural gas. The furnishings and equipment listed in Appendix B are available for use if they are compatible with the proposal selected by the Town. There are three outbuildings to the rear of the clinic, that are available as a secondary lease for Respondents who submit proposals (See Exhibit 4 – bid sheet).

The property consists of the building and its parking lot. There is a planned dog park just to the north of the property, between the property border and Main Street. The property will be surveyed and subdivided over the next six months. If a proposal has been accepted, that Town will consider requests from the chosen Respondent regarding the property to be included with the leased building(s).

The property is located in the Business zone, as well as the Water Resources Protection Overlay District. Please consult the Town’s zoning bylaws for allowed uses.

The Town will be responsible for outdoor maintenance and snow removal. The Lessee shall be responsible for all improvements within the envelope of the building.

The Select Board has been granted authority by the Town to enter into either a short or long- term lease agreement with a Respondent pursuant to MGL Chapter 40, Section 15.

SECTION 2
EXPECTED LEASE TERMS

2.1 GENERAL TERMS FOR LEASE PROPOSALS

- A. Nothing herein is intended to exclude any responsible Respondent or in any way restrain competition. All responsible Respondents are encouraged to submit proposals. The Town encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
- B. The following meanings are attached to the defined words then used in this RFP.
- (1) “Request for Proposals (RFP)”: This document
 - (2) “Town” & “Lessor”: The Town of Leicester
 - (3) “Respondent” & “Lessee”: The individual responding to this RFP; becomes the Lessor after the lease is signed.
 - (4) “Minimum and Mandatory Evaluation Criteria”: The criteria for determining whether the proposal is responsible and responsive.
 - (5) “Comparative Evaluation Criteria”: The criteria for determining whether the purposed use of the site is in the best interest of the Town.
 - (6) “Property” shall mean the parcel of land with the building thereon as existing after subdivision by the selected Respondent.
- C. All materials submitted by a Respondent become the property of the Town. The Town is under no obligation to return any of the material submitted by a Respondent.
- D. The selected Respondent shall execute a Lease Agreement with the Town within ninety (90) days from the Date of Acceptance of the Respondent’s Proposal by the Town (See sample contract labeled “Form 5”). The Town, in its sole discretion, reserves the right to extend time for execution of the Lease Agreement for extenuating circumstances.
- E. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Respondent to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions, or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
- F. The Lease Agreement referred to in Paragraph 2.1(D) above, shall be drafted by the Town in compliance with the terms of this RFP, and shall incorporate the terms of this RFP and of the proposal selected. At minimum, it is expected that the Lease Agreement will contain the following terms and conditions:
- (1) A five (5) year term of lease for the Property, with a ninety (90) day termination notice by either party.
 - (2) The willingness by the Lessee to directly pay, or cause to be paid, to the appropriate entity, all charges for Lessee’s electricity, consumption of heating fuel, water and sewer use charges, and will comply with all contracts relating to any such services.
 - (3) The willingness of the Lessee to directly pay all charges relating to its insurance obligations under this Lease with respect to the Demised Premises.
 - (4) The willingness of the lessee to directly pay all taxes, payments in lieu of taxes, and other municipal assessments to the appropriate municipal entity. Lessee is obligated to pay real estate taxes in accordance with M.G.L. c. 59, § 2B.
 - (5) All upgrades to the facility necessary to facilitate and support the proposed use to be Lessee’s responsibility.

Lease of Former Becker College Veterinary Clinic – Town of Leicester

- (6) Language detailing maintenance, upkeep and repair of the building during the term of the Lease Agreement that are the Lessee's responsibility.
 - (7) Language requiring the Lessee to comply with M.G.L. c. 149, §§26-27 (the Massachusetts Prevailing Wage Statute) and cooperate with the Town if the capital improvement work to be performed by Lessee requires the Town to publicly bid such work.
- G. Representations by Respondent that the proposed use will not have a negative impact on the surrounding neighborhood in accordance with Town Zoning and General Bylaws and will not have any environmental or conservation impacts.
- H. Respondent shall be responsible for obtaining all local and state approvals, permits and licenses.
- I. The Respondent will be required to certify that no official or employee of the Town of Leicester, Massachusetts, has an interest in this proposal which the Respondent offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of M.G.L., Chapter 43, Section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
- J. Representations by Respondent that a complaint or claim alleging violation by the Respondent of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Respondent agrees to cooperate with the MCAD in the investigation and disposition of such complaint or claim.

2.2 THE PROPOSAL

Although price will be a factor and considered by the Town in evaluating responses to this RFP it will not be the sole determining factor. The Town also is interested in seeing the Property utilized in a manner that improves the building and immediate grounds and results in the long-term maintenance of the Property. **The Town will determine the most advantageous proposal taking into consideration all evaluation criteria, as well as price, from responsible and responsive proposers responding to this RFP.**

Proposals, therefore, must include the following:

- A. Letter of introduction
- B. Form 1 - Certificate of Non-Collusion
- C. Form 2 – Attestation Certification
- D. Form 3 – Disclosure Statement
- E. Form 4 – Price Proposal
- F. Information relating to Minimum Evaluation Criteria
- G. Information relating to Proposal Evaluation Criteria
- H. Proposal Deposit

- Each proposal must comply with all requirements as outlined herein.
- Proposals that do not comply with all requirements may be rejected in accordance with law.

2.3 PROPOSAL DUE DATE AND SUBMISSION

Proposals considered responsive to this RFP shall be filed with the Town Administrator's Office, 3 Washburn Square, Massachusetts, by **May 9, 2022, at 11:00 A.M.**, at which time they will be opened publicly. If, at the time of the scheduled proposal opening, the Leicester Town Hall is closed due to uncontrolled events such as

Lease of Former Becker College Veterinary Clinic – Town of Leicester

fire, snow, ice, wind or building evacuation, the proposals will be due the at 1:00 PM on the next normal business day.

All Respondents shall submit one (1) sealed envelope containing the information and forms listed in Section 2.2 of this RFP labeled with the Respondent's name and shall be further marked:

Chief Procurement Officer – Town of Leicester
Lease of Former Becker Veterinary Clinic
Town Administrator
3 Washburn Square
Leicester, MA 01524

and shall contain all information requested by the Town as set forth in Section 2.2A NO OTHER MARKINGS SHALL BE MADE ON THE ENVELOPE.

A Respondent may not change any provision of his/her/its proposal after the due date of the Proposal. Minor informalities may be waived by the Town, solely at the Town's discretion or the Respondent at the sole discretion of the Town, may be allowed to correct them. The Town shall have sole authority to determine minor informalities. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake may be corrected to reflect the intended correct offer. A Respondent may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident. The determination as to whether a mistake has occurred shall rest solely with the town.

2.4 PROPOSED PRICE

All prices submitted in response to the RFP shall be firm. Each proposal must state in the Proposal that the Proposal shall remain in effect for ninety (90) days from the deadline for submission. The Town will decide upon award of the proposal within sixty (60) days of submission.

2.5 REVISIONS TO RFP

If it should become necessary to revise any part of the RFP specifications, an addendum will be issued and furnished to all individuals and/or firms receiving this RFP.

Any prospective Respondent requesting a change in or interpretation of existing specifications or terms and conditions must do so within fourteen (14) days (Saturdays, Sundays, and legal holidays excluded) before the scheduled proposal opening date. All requests are to be in writing to the Town Administrator. No changes will be considered, or any interpretation issued unless request received by the Town within that time period. All inquiries must be submitted in writing to:

Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524
genereuxd@leicesterma.org

2.6 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, corrected, or modified at any time prior to the time specified for the opening of RFP proposals, by a written and sealed notice received by the Town of Leicester prior to the time and date set for opening of the proposals. Proposal modifications must be submitted in a sealed envelope clearly marked with

Lease of Former Becker College Veterinary Clinic – Town of Leicester

the Respondent's name and the words, "Modification No. [X]"; where "[X]" indicates the modification number for that particular Respondent. Each modification must be numbered in sequence and must reference the original proposal.

2.7 ON-SITE TOUR

The Town of Leicester will hold an on-site tour of the buildings with prospective respondents on April 19, 2022, at 2:00 p.m. on the site.

2.8 TIME OF AWARD

The Town of Leicester shall award this contract within ninety (90) days after proposal opening. The time for award may be extended for up to an additional thirty (30) days after the date of the opening of the proposals by mutual agreement between the Town and the highest responsive and responsible Respondent offering the most advantageous proposal as determined by the Town.

2.9 RESERVATION OF RIGHTS

The Town reserves the right to cancel or reject in whole or in part any or all proposals; to waive any defects, informalities, and minor irregularities in any proposals or offers received; to accept exceptions and to act otherwise if such action as is determined to be in the best interest of the Town.

2.10 CERTIFICATE OF NON-COLLUSION

All persons or firms submitting a proposal shall submit a signed certificate of non-collusion. See attachment labeled "Form 1".

2.11 COMPLIANCE WITH M.G. L. CHAPTER 62C SUBSECTION 49A

Respondent shall submit a signed certificate of compliance with M.G.L. c.62C, § 49A, which states that all state tax returns have been filed and all of the person's or firms' state taxes have been paid; and that all Town taxes and charges, if applicable, have been paid. See attachment labeled "Form 2".

2.12 DISCLOSURE STATEMENT

Respondent shall submit a signed Disclosure Statement for Transaction with A Public Agency Concerning Real Property required by M.G.L. c.7C, §38 (formerly M.G.L. c.7, §40J). See attachment labeled "Form 3".

2.13 COMPLIANCE WITH M.G.L., C.59, §2B

The Respondent awarded the right to Lease with the Town shall be responsible for payment of real estate taxes as required by M.G.L. c.59, §2B, if applicable.

2.14 INSURANCE

All Respondents shall provide a certificate of insurance conforming to the insurance requirements, if any, as specified below.

Lease of Former Becker College Veterinary Clinic – Town of Leicester

General Aggregate	\$3,000,000.00
Products-Completed Operation Aggregate	\$2,000,000.00
Personal and advertising-injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage	amount equal to replacement cost
Medical Expense	\$5,000.00

Automobile Insurance covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits-

Bodily Injury	\$1,000,000 per person \$1,000,000 per accident
Property Damage	\$500,000 per accident

Fire Insurance shall be in an amount equal to the replacement cost of the buildings as determined by the Lessor. The total assessed value of the building as of the date of this agreement is \$1,919,000.

2.15 CERTIFICATE OF VOTE OF AUTHORIZATION

Respondent shall certify that the proposal made to the Town of Leicester is under the pains and penalties of perjury and that the proposal has been made and submitted in good faith and without collusion or fraud. The certification shall also state that the word “person” shall mean any natural person, business, partnership, corporation, committee, club or other organization, entity, or group of individuals involved as part of the offer.

Any corporation making an offer shall also provide a certification stating that the person signing the offer is an authorized corporate officer with the authority to bind the corporation. A certificate of corporate authority shall be provided.

2.16 NOTICE AND INFORMATION REQUESTS

Any and all requests for information shall be made in writing and shall be addressed to: Town Administrator, 3 Washburn Square, Leicester, MA 01524. All questions by prospective respondents are due by April 25. No questions will be answered after that date and all responses shall be in writing.

2.17 ASSIGNMENT OF AGREEMENT

The Respondent shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP or any right, title or interest therein, in whole or in part, without the written permission of the Town. The Town reserves the right to declare the Respondent in default should the Respondent so act or attempt to act without such written consent from the Town.

2.18 INDEMNITY

The selected Respondent shall, as a term and condition of the Purchase Agreement, indemnify, defend and hold harmless the Town of Leicester and all of its officers, agents, and employees against all suits, claims, or liabilities of every name, nature and description arising out of or in consequence of the acts of the Respondent in the performance of the work covered by this RFP and the Purchase Agreement and/or the Respondent’s failure to comply with the terms and conditions thereof.

Lease of Former Becker College Veterinary Clinic – Town of Leicester

The Respondent shall indemnify and hold the Town, its offices, agents and employees harmless from, against, for, and in respect of any liability arising out of the rental of the facility to third parties for special events.

2.19 PROPOSAL SECURITY

A certified check made payable to the Town of Leicester in the amount of five percent (5%) of the first year's proposed lease value, must accompany each response to this RFP. In the case of default, the surety shall be forfeited to the Town as liquidated damages. In the alternative a bid bond, naming the Town as the beneficiary may be provided in lieu of a certified check. Any surety submitted by Respondents not selected by the Town shall be returned to each respective unsuccessful Respondent.

[The remainder of this page is intentionally left blank]

SECTION 3

PRICE PROPOSAL INFORMATION

3.1 MINIMUM EVALUATION CRITERIA

Each offer to lease the Site contained in this RFP shall include the following minimal information. Proposals not including all of this information, or with insufficient information to meet the criteria described below, shall be eliminated from further consideration.

- A. **Letter of Intent/Offer to Lease:** Respondent must submit a letter indicating an offer to lease and provide a clear and concise statement describing the proposed use of the Property. The Letter of Intent must be signed by the person(s) with authority to contractually bind an offer to lease on behalf of the Respondent.
- B. **Description of the Respondent(s):** A description of the entity submitting the proposal must include, if not an individual, the name of all partners, corporate name(s), and D/B/A(s) if applicable, and the pertinent address and telephone number; names and addresses of all investors/shareholders and officers of the corporation; names and title of persons with the authority to contractually bind an offer to lease with proof of authority by corporate vote or other. The description of the Respondent shall also include the following information:
- (1) Experience and qualifications of the Respondent in leasing, owning, operating and/or managing property(s); and
 - (2) Experience and qualifications of the Respondent's operations and management of a similar facility.
 - (3) Proof of financial capability
- C. **Proposed Use:** Respondent must describe the proposed use(s) for the Property and must include in the Proposal the following information:
- (1) A clear and concise statement describing the proposed use of the Property.
 - (2) A description of the proposed leasehold improvements to be made with associated cost and timeframe for completion.
 - (3) The status of financing commitments for the proposed use of the Property, including the names of equity investors and/or sources of loan funds.
 - (4) An anticipated date for commencement of operations or use of the Property as proposed.
 - (5) A comprehensive description of any proposal to sub-lease the Property for special events to include rental process, estimated cost of rental, type of events, and indemnification to the Town for all sub-leasing activity.
 - (6) A Financial Plan showing a development pro-forma which identifies all anticipated sources and uses of funds, including public and private debt and equity financing and all anticipated acquisition, construction, and general development costs.

3.2 COMPARATIVE EVALUATION CRITERIA

Each proposal meeting the Minimum Evaluation Criteria shall be further evaluated and rated according to the Comparative Evaluation Criteria in order to determine the relative merits of each proposal. This review will cover the objectives listed below. Within each category, the degree to which the proposal satisfies the stated objective shall be reviewed and rated on a system of Highly Advantageous, Advantageous, Not Advantageous and Unacceptable.

Lease of Former Becker College Veterinary Clinic – Town of Leicester

A. Property Use

Highly Advantageous: Respondent presents a business plan that utilizes the Property for animal-related purposes such as a veterinary emergency hospital or clinic; a grooming center; a private kennel; or a wildlife treatment center. Current zoning does not allow for commercial kennels, pet boarding, or an animal shelter.

Advantageous: Respondent presents a business plan that utilizes the Property for medical-related purposes such as an emergency care facility, or a physician's or dental office.

Not Advantageous: Respondent presents a business plan that utilizes the Property for purposes other than listed those listed above.

Unacceptable: Respondent does not provide a business plan with their submission.

B. Experience of Operator Regarding Business Experience for Proposed Use

Highly Advantageous: Respondent has ten (10) or more years of experience in owning/managing the business proposed in Section 4.2 A.

Advantageous: Respondent has five (5) or more years of experience in owning/managing the business proposed in Section 4.2 A.

Not Advantageous: Respondent has less than (5) years of experience in owning/managing the business proposed in Section 4.2 A.

Unacceptable: Respondent has no experience in owning/managing the business proposed in Section 4.2 A.

C. Proposed Lease Price

Highly Advantageous: Respondent's lease price bid is at or in excess of the average square foot office lease value of \$12.00 per square foot per year.

Advantageous: Respondent's lease price bid is up ten percent (10%) below the average square foot office lease value of \$12.00 per square foot per year.

Not Advantageous: Respondent's lease price bid is eleven to twenty percent (11 to 20%) below the average office square foot lease value of \$12.00 per square foot per year.

Unacceptable: Respondent's lease price bid is greater than 20% (twenty percent) below of the average office square foot lease value of \$12.00 per square foot per year.

D. Experience of Operator Regarding Property Management

Highly Advantageous: Respondent or the Respondent's team demonstrates the experience and qualifications necessary to successfully lease/manage commercial property. Evidence of such experience includes a list of successful properties completed by type and address including names, addresses, and phone numbers of references.

Advantageous: Respondent or Respondent's team demonstrates the experience and qualifications necessary to successfully manage commercial property. Evidence of such experience includes other documentation but does not contain a list of properties.

Lease of Former Becker College Veterinary Clinic – Town of Leicester

Not Advantageous: Respondent or Respondent's team states that they have the ability to successfully manage commercial property but do not provide supporting evidence.

Unacceptable: Respondent or Respondent's team does not state that they have the ability to successfully manage housing commercial property and do not provide supporting evidence.

E. Financial Capability

Highly Advantageous: Respondent demonstrates a firm financial commitment for establishing the proposed business, by providing commitment letters or letters of intent from all financial sources and/or can demonstrate fiscal capacity to open the proposed business in either case immediately with significant financial reserves.

Advantageous: Respondent demonstrates a financial commitment for establishing the proposed business, by providing commitment letters or letters of intent from all financial sources and/or can demonstrate fiscal capacity to open the proposed business in either case immediately with limited financial reserves.

Not Advantageous: Respondent demonstrates potential financial commitments for establishing the proposed business or can demonstrate potential fiscal capacity to open the proposed business, but does not currently have such financing in place.

Unacceptable: Respondent does not demonstrate a financial commitment for establishing the proposed business.

F. Neighborhood Impact – Potential Noise

Highly Advantageous: Site noise that would impact any neighbors to be marginal or fully mitigated.

Advantageous: Site noise that would impact any neighbors to be partially mitigated.

Not Advantageous: Site noise not mitigated, and noticeable to any neighbor

Unacceptable: Significant noise that would impact any neighbor.

G. Lease

Highly Advantageous: Developer has no major issues with the potential lease based on the terms of this RFP.

Advantageous: Developer has some major issues with the potential lease based on the terms of this RFP, but those are likely to be resolved.

Not Advantageous: Developer has some major issues with the potential lease based on the terms of this RFP, that could be difficult to be resolved.

Unacceptable: Developer has a substantial number of issues with the potential lease based on the terms of this RFP, that could not likely be resolved to the Town's satisfaction.

Lease of Former Becker College Veterinary Clinic – Town of Leicester

SECTION 4

PROPOSAL SUBMISSION FORMATION AND CHECKLIST

- 4.1 Respondent should review the RFP to be sure that all necessary documentation is submitted. Proposals that do not contain all of the documentation required in this RFP will not be considered and shall be immediately rejected from further consideration. Respondent should also review Comparative Evaluation Criteria to determine how proposals will be evaluated after meeting the Minimum Evaluation Criteria as set forth in this RFP.
- 4.2 Proposal Checklists. To assist Respondents in responding to the RFP, the Town provides the following checklist: (Please note that the Checklist above is provided solely as a convenience for the Respondents to this RFP. The Respondents shall not assume that the checklist provided is complete. It remains the sole responsibility of the Respondents to ensure that they provide all the information required by this RFP.):

Proposals must include the following:

- A. Letter of introduction
 - B. Form 1 - Certificate of Non-Collusion
 - C. Form 2 – Attestation Certification
 - D. Form 3 – Disclosure Statement
 - E. Form 4 – Price Proposal
 - F. Information relating to Minimum Evaluation Criteria
 - G. Information relating to Proposal Evaluation Criteria
 - H. Proposal Deposit
- 4.3 Proposals must be submitted in one (1) package pursuant to Section 2.3. The package must be labeled as follows:

Chief Procurement Officer – Town of Leicester
Lease of Former Becker Veterinary Clinic
Town Administrator
3 Washburn Square
Leicester, MA 01524

As stated in Section 2.3 a package is to include a single marked envelope. Late submissions will be rejected, regardless of circumstances. The Town is not responsible for submittals not properly marked.

[The remainder of this page is intentionally left blank]



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

April 2, 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 March 31, 2022.

Becker College

- Redid the Veterinary Clinic lease RFP. DG
- IFB for Becker Mowing is out and due in mid-April. DG
- Completed the Meeting with an architect/engineer. DG
- Have determined that all dorms on the Becker Campus no longer fit for use under our current zoning bylaws. Amendments will be needed to the bylaws for any use.
- Met with remediation company for removal chemicals in Borger. Estimate forthcoming. DG
- Had a meeting with School/Town Counsel to work on a school use agreement for the campus. DG
- Met with five recreation scheduling software companies and provided a summary to the Becker Athletic working group KF
- Advertised vet clinic and becker mowing RFP/IFB KF

Economic Development/Businesses

- Working on two Host Community Agreements for delivery services originating at 88 Huntoon Highway. DG
- Worked with DIS Director regarding a Leicester marketing summary. DG
- Worked on a transfer of ownership for Las Cocinas Mexicanas KF
- Worked on a change of corporate name for Prestige Auto KF
- Worked with Travelin' Bones, a new BBQ food truck/catering company to be located at 610 Pleasant Street (former Karol's Corner) KF
- Obtained paperwork from final outstanding license renewal for 2022 KF

Grants

- Wrote and submitted \$489,000 grant for rehabilitation of the Auburn Street bridge KF
- Toured fire station, town hall, police station and senior center and answered questions for Guardian Energy who are helping prepare the Town's next Green Communities grant for energy efficiency upgrades KF
- Met with CMRPC to discuss CDBG grants KF, DG
- Assistant Recycling Committee in purchasing a shed using a DEP grant KF
- Worked on electric vehicle charging station grant for the Library KF

Citizen issues

- Working on requests for School Choice reports. DG

- Assembled two informational packets for individuals with questions DG
- Met abutters of the Memorial School and arrived at an agreement to sell the building; pending legal opinion. DG

Meetings

- Attended Saturday budget hearing DG, JD
- Attended Becker Reuse working group Meeting KF
- Attended Becker Athletic working group meetings KF, JD
- Attended Bark Park/Becker Vet Clinic meeting JD
- Attended Health Insurance Advisory Committee meeting KF

Financial/Budgetary

- Drafted second version of the Town Meeting warrant DG

Daily Operations

- Answering phones, answering questions, disseminating messages. KF & JD
- Continuous Email monitoring, follow up, dissemination, information sharing, responses to action items and Email messaging. DG, KF & JD
- Greeting visitors, answering questions and handling departmental paperwork. JD & KF
- Setting appointments and interviews. KF & JD
- Stamping, coding, and submitting invoices for over 75 accounts JD
- Opening and processing daily mail along with redistribution. JD
- Select Board meeting prep and follow up. KF
- Meeting minutes KF, JD
- Prepared weekly read file KF
- Payroll processing JD
- Website & Facebook regular updates KF, JD
- Creating files, copying, labeling & filing. JD
- Daily/Weekly Turnovers to Treasury JD
- Provided timely updates to the board regarding key events via email KF
- Sorting, posting and distributing mail. JD

Human Resources

- Onboarding new employees KF
- Worked with civil service on police officer hiring process KF
- Compiled resumes and scheduled interviews for DIS Assistant, Social Workers, Health Officer Recreational Field Organization and Assistant Assessor positions KF, JD

Misc.

- Continued work on the 2021 Annual Town Report KF
- Worked on various insurance claims, property, vehicle, workers comp etc. KF
- Worked on insurance claim and quotes for Town Hall roof replacement KF

**Note: Janine provides administrative support for all activities in the office*

From: [Michael Dupuis](#)
To: [Forsberg, Kristen](#)
Cc: [Fields, Donna](#)
Subject: Re: Kristopher Soucie
Date: Wednesday, March 30, 2022 4:23:08 PM

Hi Kristen, Kristopher Soucie was first appointed to the Fire Department on January 6, 2000. At the time of his retirement, he rose to the rank of lieutenant. His last day with us was 11/31/21. He made the decision to retire at this time because of his full time job increasing workload constraints and also because he can now spend more time with his family.

Thanks
Mike

On Tue, Mar 29, 2022 at 6:44 PM Forsberg, Kristen <forsbergk@leicesterma.org> wrote:

Hi Chief,

We are going to have the Board formally accept the retirement of Kristopher Soucie from Fire on 4/4. Could you please provide me with a little bit of info about him like how long he worked for the department?

Kristen L. Forsberg, MPA & MCPPO

Assistant Town Administrator

Town of Leicester

3 Washburn Square

Leicester, MA 01524

508-892-7077

3/20/22

Dear LEMS & Leicester Selectboard,

I have taken a new job in the state of NH and moved away. As I am now too far from Leicester to attend trainings and pick up shifts, I am resigning from Leicester EMS.

I would like to thank Leicester EMS and the town for the wonderful opportunity to serve the community I grew up in. I hope I made a positive impact on the people of the town as they have positively impacted me.

I wish Leicester EMS and the town the best moving forward.

Respectfully,
Tyler Jefferson

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

KATHLEEN A. THEOHARIDES
Secretary

JOHN LEBEAUX
Commissioner

March 7, 2022

RECEIVED MAR 09 2022
11434

RE: NOMINATION OF INSPECTOR OF ANIMALS

Nominating Authority:

Enclosed is the nomination form for the Inspector of Animals for your city or town. **This form is due back to the Division of Animal Health by April 1, 2022.** The appointment will run from May 1, 2022 until April 30, 2023. If more than one inspector was appointed for your city or town, there is a separate form for each. If you are nominating the same inspector(s) this year, **be sure that all of the contact information is complete and still correct.** Any corrections should be made in the space provided on the right. If you will be nominating a new inspector, that person's information should be entered in the space provided on the right. Submit a separate form for each inspector nominated. Also, be sure that all of your (nominating authority) information is complete and correct. Any changes to your information should be made in the space provided to the right.

Once all of the contact information is confirmed to be correct, all that is needed is to **have the nominee sign the form**, accepting the nomination and swearing to faithfully perform the duties of that office. **The nominee's signature must be notarized.** In many cases the city or town clerk is a notary.

After the nominee's signature has been notarized, simply **return the form to the Division of Animal Health at the address listed at the top of the form.** The Division of Animal Health will send back confirmation of the inspector's appointment. **Please note that regardless of when the most recent appointment was made, it is only valid through April 30, 2022.** This nomination will cover the year starting May 1, 2022 and run until April 30, 2023.

If you have any questions, please contact Ashley Kraft at (617) 626-1810 or Ashley.Kraft@mass.gov.

Thank you,

Michael Cahill, Director
Division of Animal Health



The Commonwealth of Massachusetts

Department of Agricultural Resources

Division of Animal Health

251 Causeway Street, Suite 500

Boston, MA 02114-2151

Nomination of Inspector of Animals

In accordance with the Massachusetts General Laws Chapter 129, sections 15 and 16, nominating authorities of each city and town are required to nominate one or more inspectors of animals by April 1, 2022. Please complete or make necessary changes and return this form to the above address. The Director will review your nomination and, assuming appointment is confirmed, will return to you a Certificate of Appointment. Please submit one form for each person nominated. Any city or town not in compliance is subject to a penalty of \$500.

City or Town of Leicester

3/7/2022

To the Director, Division of Animal Health, Department of Agricultural Resources

In accordance with the provisions of section 15 of Chapter 129, General Laws, as amended, the following nomination of inspector of animals for the year ending April 30, 2023 is sent for your approval:

Inspector of Animals

Name: Megan Canavan

Mail Address: P.O. Box 66

Auburn, MA - 01501

Phone: (774) 303-7814 Fax:

Email: megancanavan5@gmail.com

Inspector: (Note all changes here)

Name:

Mail: 384 Sunderland Rd, Unit 6
Worcester, MA 01604

Phone: Fax:

Email:

Nominating Authority

Contact: Town Administrator

Office: Leicester Select Board

Mail: 3 Washburn Sq.

Leicester, MA - 01524

P: (508) 892-7077 F: (508) 892-7070

Email: forsbergk@leicesterma.org

Nominating Authority: (Note all changes here)

Contact:

Office:

Mail:

Phone: Fax:

Email:

Acceptance of Nomination of Inspector of Animals (must be notarized)

I hereby accept my nomination as Inspector of Animals for the City or Town of Leicester, and if and when I am appointed, I solemnly swear to faithfully perform the duties of that office, all of which are listed in General Laws Chapter 129, and Massachusetts Regulations 330 CMR 10.00-10.10 (rabies regulations).

Name (print) Megan Canavan

Signed

COMMONWEALTH OF MASSACHUSETTS

Worcester,ss

Date:

Then personally appeared the above-named _____ and acknowledged the foregoing instrument to be his or her free act and deed, before me.

Notary Public

My commission Expires:

Appointment of Inspector of Animals (Division of Animal Health use only)

Notice is hereby given that I, Michael Cahill acting under authority of sections 15 and 16 of Chapter 129 of the General Laws, as amended, hereby approve the nomination of _____ as Inspector of Animals for the City or Town of Leicester, Massachusetts.

Date Approved:

Director, Division of Animal Health

Memo



To: Leicester Selectboard
From: Brian D. Kelley, Interim EMS Director
Date: March 25, 2022
Re: EMT & Paramedic Appointments

On Wednesday March 23, 2022, Selectboard Member / Public Safety Liaison Herbie Duggan and I interviewed one candidate for a position at Leicester EMS. In addition on Friday March 25, 2022 I interviewed a second candidate, who is already employed at Leicester EMS as an EMT and recently became a paramedic. Each candidate interviewed very well and we believe they will be excellent additions to our staff.

I therefore request that the board appoint the following to Leicester EMS effective immediately:

- Kristen Johnson, Part-Time Non-Benefited EMT

In addition, due to being a current EMT at Leicester EMS, having recently obtain his Paramedic – I request that the board appoint the following retroactively to March 25, 2022:

- Kristopher Mastromatteo, Part-Time Non-Benefited Paramedic



Leicester Public Library

1136 Main Street
Leicester, MA 01524
(508) 892-7020
www.leicesterlibrary.org

March 30, 2022

To: Leicester Select Board

From: Suzanne Hall, Library Director

Re: Request to hire new Library Circulation Assistant

Please accept this memo as a formal request to hire Marie Paquette as a permanent, part-time Library Assistant. Her resume and cover letter are attached.

This position was advertised recently, and the hours will cover those made available by the retirement and reassignment of Donna Johnson and Charissa Berube. This is not a new position, and the funds are already in our budget. Marie will be on the schedule for 10 hours per week, and will fill in for staff vacations, holidays and sick days as necessary.

If you have any questions, please let me know.

cc: Nick George, Acting Treasurer/Collector

March 14, 2022

HR/Town of Leicester

To Whom It May Concern:

I would like to apply for the Library Assistant, Position Two opening. This option would work best for me since I do have other responsibilities on Tuesday afternoons/evenings watching grandchildren.

Attached is my resume and listed below are three references. I would appreciate the opportunity to again serve the town of Leicester and would enjoy the challenge of learning something new. I consider myself to be a fast learner and have had years of computer experience working with a variety of software packages. Although I'm sure working in a library would be somewhat different I'm sure I would enjoy it.

Thank you for your consideration.

References: David Genereux, Town Administrator
Kristen Forsberg, Assistant Town Administrator
Deborah Davis, Town Clerk

Sincerely,

Marie Paquette

P.S. If you would also like a reference from UMass Memorial Health Care please let me know.

MARIE PAQUETTE

OBJECTIVE: As a retiree and not ready to stay home; I would be interested in working part-time preferably in the town in which I live, Rochdale/Leicester. I'm very experienced in administrative work. I consider myself organized, dependable and detail oriented. I am a sociable person and would enjoy interaction with the public.

WORK EXPERIENCE:

**Town of Leicester
Office of Town Administrator & Select Board
Leicester, MA**

- Performed various administrative duties in Town Administrator's Office
- Maintained Boards & Committees Database
- Assisted with the compiling of Town's Annual Report publication
- Assisted with Yearly License Renewal of Common Victualler, Vehicle & Liquor Licenses
- Various duties assisting Town Administrator's Assistant & coverage when she was out of office

Reason for Leaving: My position was changed from a part-time position to full-time.

**Program Manager, Ambulatory Psychiatry
UMass Memorial Medical Center Worcester, MA** **May 2003-February 2016**

- Assisted Clinic Director w/numerous personnel & clinical functions
- Supervised three Medical Secretaries
- Monitored and approved Kronos payroll
- Scheduled and participated in clinic quarterly and annual inspections
- Ordered stationery, business cards, supplies for staff and clinic
- Performed a multitude of office functions

Reason for Leaving: Took Early Retirement

**Executive Assistant
Allmerica Financial Worcester, MA** **May 1990-December 2002**

- Administrative support to Senior Vice President, Marketing & Sales
- Supported two Regional Sales Vice Presidents

Reason for Leaving: Company closed.

SOFTWARE KNOWLEDGE:

- Microsoft Word
- Over the years I have learned many software packages.

LEICESTER RECYCLING COMMITTEE

March 9, 2022

RECEIVED MAR 14 2022
 14ff

TO LEICESTER SELECT BOARD

This letter is a formal request asking for the Town Recycling Committee To be on the designated waiver list for the "special municipal employees". The Management Team of the Recycling Comm, has met and voted to ask for this designation.

This refers to the Conflict of Interest Law for Municipal Employees.

Thank you for your consideration.

Sincerely,



Jan Parke, on behalf of the Management Team, Leicester Recycling Comm.



RECEIVED MAR 15 2022
(Signature) 2018

January 2022

Maureen Whitney
95 Auburn Street
Cherry Valley, MA 01611

Dear Mo:

Thank you for volunteering to "staff the shack" this holiday season. Our pledge was to split the proceeds from each night equally between Deja New and your group and permit you to keep 100% of the tips. We are happy to let you know that all groups received more than their half this year due to an anonymous donation. Below is the total your group made from the evening. Enclosed is a check in the amount of \$197.43.

Date	Group	Total Sales	Group Amt	Tips	Donation	Total Group
12/12/21	Leicester Recycling	99.00	49.50	97.93	50.00	197.43

We appreciate your efforts to make this season successful - it truly takes a village! We hope to see you at Santa's Snack Shack next year and in the years to come.

Sincerely,

Deja New Staff

*deposited
on 2-7-22*

From: [Alaa Abusalah](#)
To: [Forsberg, Kristen](#)
Subject: RE: right of first refusal - Pine Street
Date: Thursday, March 24, 2022 2:32:37 PM

Hi Kristen, Planning Board and Conservation Commission both voted to recommend that the select board exercise the right of first refusal. There was brief discussion related to preserving the open space and protecting potential wildlife. Let me know if you need anything else.

Alaa

From: Forsberg, Kristen <forsbergk@leicesterma.org>
Sent: Saturday, March 19, 2022 12:36 PM
To: Brooke Hultgren <hultgrenb@leicesterma.org>; Alaa Abusalah <AbusalahA@leicesterma.org>
Subject: right of first refusal - Pine Street

Hi Brooke and Alaa,

Please forward the recommendations from PB and ConCom regarding the right of first refusal for chapter land on Pine Street at your earliest convenience. This item will go before the select board on 4/4 and they will want input from both boards. Thanks,

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

From: [Linda Berisha](#)
To: [Forsberg, Kristen](#)
Subject: RE: Right of First Refusal
Date: Monday, March 21, 2022 10:06:44 AM

Hi Kristen,

The Board of Assessors recommends the property sale on Pine street Map 41 Parcel A11. They voted on 03/15/2022.

Regards,

From: Forsberg, Kristen <forsbergk@leicesterma.org>
Sent: Monday, March 21, 2022 10:02 AM
To: Linda Berisha <BerishaL@leicesterma.org>
Subject: Right of First Refusal

Hi Linda,

Could you please send a quick write up via email stating that the Board of Assessors recommends sale of the property on Pine Street? Thanks,

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



Blaise P. Berthiaume
Damien D. Berthiaume
Padgett D. Berthiaume

BERTHIAUME & BERTHIAUME
Formerly Igoe & Beaudette
ATTORNEYS AND COUNSELORS AT LAW

Ralph Igoe (1900-1962)
Arthur L. Beaudette (1920-1982)

February 28, 2021

Leicester Select Board ✓
3 Washburn Square
Leicester, MA 01524

RECEIVED MAR 02 2022
122/p

Leicester Board of Assessors
3 Washburn Square
Leicester, MA 01524

Leicester Conservation Commission
3 Washburn Square
Leicester, MA 01524

Leicester Planning Board
3 Washburn Square
Leicester, MA 01524

Massachusetts State Forester
c/o Department of Conservation and Recreation
251 Causeway Street # 900
Boston, MA 02114

RE: Right of First Refusal
Pine Street
Assessors' Map 41 Parcel A 11

Dear Board Members:

Please consider this letter a "Notice of Intent" pursuant to the provisions of General Laws Chapter 61 section 8.

This office represents Ernestine Ann Cherry and Michaela A. June, (hereinafter "sellers"), current owners of the above unimproved property located on the northerly side of Pine Street in Leicester. Ernestine Ann Cherry's address is 471 Pine Street, Leicester, MA 01524 and her telephone number is (508) 892-3056. Michaela A. June's address is 3 Shattock Street, Natick, MA 01760 and her telephone number is (508) 653-1890.

The subject property is shown as Parcel A 11 on Assessors' Map 45, a copy of which plan is enclosed for your reference. Said property consists of approximately 59 acres of land, 49.5 of which is subject to classification under General Laws chapter 61. For your reference, I enclose a copy of the relevant lien dated January 15, 2004, recorded with the Worcester District Registry of Deeds in Book 32797 Page 101. Although that lien classifies land on the northerly and southerly side of Pine Street, this correspondence is limited to the 49.5 classified acres on the northerly side of Pine Street.

Sellers intend to sell all of their land on the northerly side of Pine Street. I have enclosed a fully executed copy of the purchase and sale agreement. My understanding is that the purchaser intends to subdivide the subject property into residential house lots, thus converting the land currently classified as Forest Land to residential use. In that regard, I have also notified the State Forester of this conversion.

This letter is written pursuant to the provisions of General Laws Chapter 61 section 8, under the provisions of which the Town of Leicester has a first refusal option to meet a bona fide offer to purchase the land. In that regard, please consider this a statement of intent to sell as required under G. L. c. 61 s. 8.

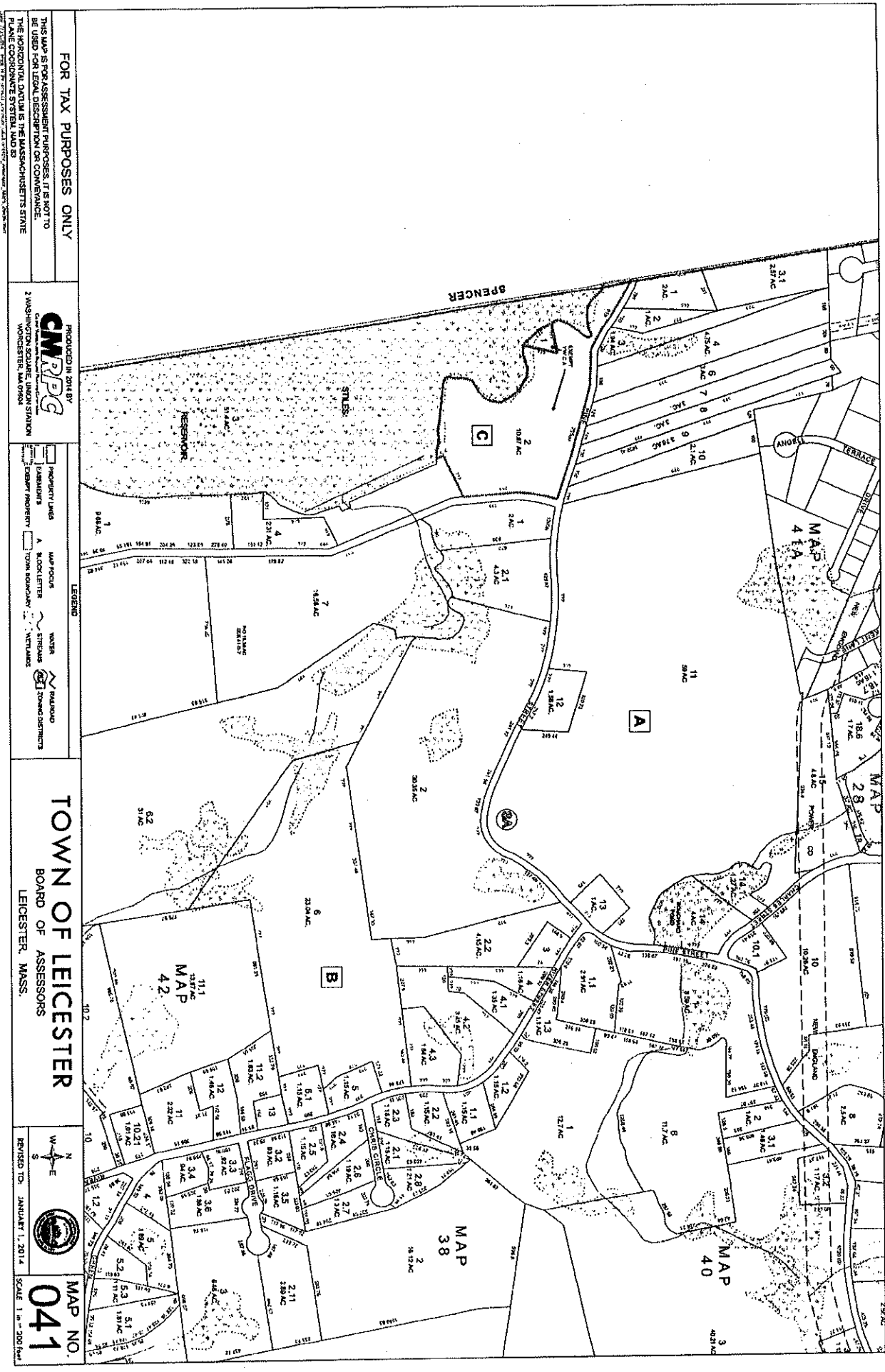
For the convenience of the Select Board, I have enclosed a proposed statement confirming the Town's non-exercise of its right of first refusal option.

Very truly yours,



Blaise P. Berthiaume

BPB/bf
Enc.



FOR TAX PURPOSES ONLY

THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT TO BE USED FOR LEGAL DESCRIPTION OR CONVEYANCE. THE HORIZONTAL DATUM IS THE MASSACHUSETTS STATE PLANE COORDINATE SYSTEM (MASS 83)

PRODUCED BY
CMRPG
2 WASHINGTON SQUARE, JUDSON STATION
WORCESTER, MA 01604

LEGEND
PROPERTY LINES
DASHED LINES
TOWN BOUNDARY
WATER
RAILROAD
STREETS
ZONING DISTRICTS

TOWN OF LEICESTER
BOARD OF ASSESSORS
LEICESTER, MASS.

MAP NO. 041
REVISED TO: JANUARY 1, 2014
SCALE 1" = 200'

THIS INSTRUMENT MUST BE FILED FOR RECORD OR REGISTRATION

STATE TAX FORM CL-3
REV. 10/93

THE COMMONWEALTH OF MASSACHUSETTS

LEICESTER
NAME OF CITY OR TOWN

OFFICE OF THE BOARD OF ASSESSORS

2004 00020713
Bk: 32796 Pg: 101 Doc: LIE
Page: 1 of 1 02/08/2004 03:58 PM

CLASSIFIED FOREST-AGRICULTURAL OR HORTICULTURAL-RECREATIONAL LAND TAX LIEN

The Board of Assessors of the city/town of LEICESTER hereby states it has accepted and approved the application of Florine A Girard owner(s) of the real property described below, for the valuation, assessment and taxation of that property as classified forest ☒ agricultural or horticultural ☐ recreational ☐ land under the provisions of General Laws Chapter 61 ☒ 61A ☐ 61B ☐. This classification is effective as of January 1, ~~19200~~ 2001 for the fiscal year beginning July 1, ~~192001~~ 2001

DESCRIPTION OF PROPERTY

(The description must be sufficiently accurate to identify the property. In the case of registered land, the Certificate of Title Number and the Registry Volume and Page must be given.) 49.5 acres located on Pine st Leicester, Assessors Map 41 Parcel A11. See Book 3173 Page 299.

30.2 acres located on Pine st Leicester, Assessors Map 41 Parcel B2
See Book 3173 page 299.

This statement made on the 13th day of January, ~~192004~~ 2004 constitutes a lien upon the property as provided in General laws Chapter 61 §2 ☒ 61A §9 ☐ 61B §6 ☐. 2004

William Flis
James F. LaMonda

BOARD OF ASSESSORS

THE COMMONWEALTH OF MASSACHUSETTS

Worcester ss.January 15, 2004 19

Then personally appeared the above named William Flis and James F. LaMonda, Board of Assessors for the city/town of Leicester and acknowledged the foregoing instrument to be their free act and deed, before me.

Linda A. Rowden
Notary Public/Justice of the Peace

My commission expires March 24, 2006

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

I hereby certify that this Purchase and Sale Agreement is a true, exact and complete copy of the agreement between the parties thereto.

Dated: 2/28/22

FROM THE OFFICE OF


Blaise P. Berthiaume

BERTHIAUME & BERTHIAUME

(FORMERLY IGOE & BEAUDETTE)
ATTORNEYS & COUNSELORS AT LAW

4 Elm Street
Post Office Box 190
North Brookfield, Massachusetts 01535

Telephone 508-867-6885

PURCHASE AND SALE AGREEMENT

AGREEMENT made this 02/23/2022, 2022

1. PARTIES

Ernestine Ann Cherry of Leicester, Worcester County, Massachusetts and Michaela A. June of Natick, Middlesex County, Massachusetts, hereinafter referred to as "SELLER" agree to sell, and PMZ Development, LLC, or its nominee, hereinafter called the "BUYER" agrees to buy, on the terms and conditions hereafter set forth, the real property described hereinafter called the "Premises."

2. DESCRIPTION OF THE PREMISES:

The Premises, including all appurtenant easements, if any, which are the subject of this agreement consist of approximately 59 acres of unimproved land located on Pine Street in Leicester, Worcester County Massachusetts being shown as parcel 11 on Leicester Assessors' Map #041. For reference to Seller's title, see a deed from Raymond P. Grosvenor, Administrator of the Estate of George K. Wilson to Ernest G. Girard and Florine A. Girard dated July 7, 1948 recorded with the Worcester District Registry of Deeds in Book 3173 Page 299. See also the Estate of Florine A. Girard, Worcester Probate Docket # WO04P3137EP1, Estate of Louise G. Foley, Worcester Probate Docket # WO15P1843EA, and a deed of distribution recorded in the Worcester District Registry of Deeds in Book 56851 Page 248.

3. PURCHASE PRICE

The agreed purchase price for the premises is: **THREE HUNDRED FIFTY FIVE THOUSAND (\$355,000.00) DOLLARS** of which

\$ 1,000.00 has been paid as a deposit on or before the date hereof, and

\$ 15,000.00 has been paid as a deposit on the date of execution hereof, and of which

\$ 339,000.00 are to be paid upon the delivery and recording of the deed, by certified, cashier's, treasurer's, or the mortgage lender's attorney's IOLTA check, or any combination thereof

\$ 355,000.00 TOTAL

4. TIME FOR PERFORMANCE

Unless otherwise agreed in writing, the deed is to be delivered and recorded and the Purchase Price paid, at **1:00 p.m.** on or before the nintieth (90th) day of BUYER's receipt of the Town of Leicester's waiver of its right of first refusal under the provisions of G. L. c. 61, said closing to be at the Worcester District Registry of Deeds, unless another location is mutually agreed upon between the parties

5. TITLE AND DEED

The Premises are to be conveyed by a good and sufficient quitclaim deed running to the **BUYER**, or to a nominee designated by the **BUYER**, by written notice sent to **SELLER** or **SELLER'S** attorney, by certified mail, return receipt requested, or by facsimile transmission, at least seven days before the deed is to be delivered as herein provided. Said deed shall convey a good and clear record and marketable title to the premises, to the **BUYER** or **BUYER'S** nominee, free from all encumbrances, including free of any rights or liens under the present classification under the provisions of G. L. c. 61, except:

- a. The Provisions of local zoning laws, if any;
- b. Such taxes for the current fiscal year as are not due and payable on the date of the delivery of such deed;
- c. Any liens for municipal betterments assessed after the date of recording of the deed;
- d. All Easements, restrictions and rights of ways, if any, of record to the extent the same are now in force and applicable, provided that they do not substantially interfere with the use of the premises for residential purposes.

6. PLANS

SELLER shall not be required to provide a new plan of the property. **BUYER** may choose to obtain a new plan or survey at its own cost and expense.

7. REGISTERED TITLE

SELLER represents that the property is not registered land.

8. EXTENSION TO PERFECT TITLE

If the **SELLER** shall be unable to give title or make conveyance, or deliver possession of the Premises, all as herein provided, or if at the time of delivery of the deed the Premises do not conform with the provisions hereof, then the **SELLER** shall give written notice to the **BUYER**, at or before the time for performance hereof, of the extension of the time for performance for up to thirty days. Upon giving such notice to **BUYER**, the **SELLER** shall use reasonable efforts to remove any defect in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be. Except for the expenditure of funds to discharge existing mortgages or mechanics or materialmen liens affecting the Premises, the **SELLER** shall not be obligated or required to incur or expend more than \$2,000.00 or 2% of the Purchase Price, whichever is greater, in the exercise of reasonable effort, exclusive of any voluntary liens, municipal charges, or the costs of releasing the Premises from c. 61.

9. FAILURE TO PERFECT TITLE

If at the expiration of the extended time the **SELLER** shall have failed to remove any defects in title, deliver possession, or make the Premises conform as the case may be all as herein agreed, then any payments made under this agreement shall be forthwith refunded to **BUYER** and all obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

10. BUYER'S ELECTION TO ACCEPT TITLE

The **BUYER** shall have the election, at either the original or any extended time or performance, to accept such title as the **SELLER** can deliver to the Premises or to accept the Premises, in its then condition, and to pay therefore the purchase price without deduction, in which case the **SELLER** shall convey such title.

11. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the **BUYER** or by **BUYER'S** nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

12. USE OF PROCEEDS TO CLEAR TITLE

To enable the **SELLER** to make conveyance as provided, the **SELLER** may at the time of delivery and recording the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments releasing or discharging such encumbrances or interests are recorded simultaneously with the delivery and recording of such deed, or the holders of such encumbrances or interests have agreed, in writing, to deliver, without condition, or upon reasonable conditions, a release or discharge of such encumbrances or interests, in recordable form, within a reasonable time thereafter. Notwithstanding the foregoing, if the encumbrance or interest is held by a non-institutional holder, the release or discharge must be recorded simultaneously with the recording of the deed.

13. ADJUSTMENTS

To the extent applicable, real estate taxes for the current fiscal year as of the time of delivery and recording of the deed, shall be apportioned and adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the **BUYER** at the time of delivery and recording of the deed. If after delivery and recording of the Deed, an error in any adjustment is discovered, the **SELLER** and **BUYER** agree to re-adjust and reimburse the **SELLER** or **BUYER** as the case may be.

14. ADJUSTMENT OF UNASSESSED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. The **SELLER** shall be responsible for any real estate taxes assessed/imposed by the municipality after the closing for any time

period prior to recording of the deed transferring ownership to the BUYER. This provision shall survive the closing.

15. BROKER'S FEE

In the event that this sale is completed under the terms and conditions set forth herein, SELLER will pay a real estate broker's commission to the listing broker, Kevin Bergin, RE/Max Professional Associates, who shall be responsible to pay a co-broker's commission to Keller Williams.

16. DEPOSIT

The deposit given at the time of the signing of this agreement will be held by the listing broker in an account without interest to either SELLER or BUYER, unless otherwise agreed in writing. All deposits made hereunder shall be held, in escrow, by the Listing Broker, subject to the terms of this agreement, and shall be paid to the SELLER or BUYER under the terms hereof, but in the event the holder of the deposit is notified in writing of a dispute between SELLER and BUYER as to whom the deposits belong, then the holder of the deposit shall retain said deposits until a court of competent jurisdiction finally determines who is entitled to the funds held as deposit, or until SELLER and BUYER direct the holder of the deposit, in writing, as to the agreed disbursement of the deposit. The District Court having jurisdiction over the city or town in which the property is located shall be conclusively presumed to be the court of competent jurisdiction. If the amount of the deposit is less than \$7,500.00, then such action will be brought in the small claims session of said court. If said amount exceeds \$25,000.00, such action shall be brought in the Superior Court for the county in which the property lies.

17. LIABILITY OF FIDUCIARY

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound and neither the SELLER or BUYER so executing, nor any shareholder, officer, director, manager, member or beneficiary or any trust, shall be personally liable for any obligation, expressed or implied, hereunder.

18. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he or she relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing.

19. FINANCING

This agreement is not contingent upon financing.

20. RIGHT OF ACCESS

The BUYER, BUYER'S agents and employees shall have a reasonable right of the access to the Premises prior to and on the date of delivery of deed for the purpose of performing inspections and conducting tests. Said right or access shall be exercised only after reasonable notice to the SELLER or SELLER'S agent, and in the presence of SELLER or SELLER'S agents, at reasonable times and shall be subject to the SELLER'S permission, which permission shall not be unreasonably withheld. To as

great an extent possible, **BUYER** will restore the property to the condition that it was in prior to testing. **BUYER** agrees to indemnify and hold **SELLER** harmless from any actions resulting from **BUYER** or its agent's entry onto the premises, unless caused by **SELLER**'s negligence or willful misconduct.

21. REAL ESTATE BAR ASSOCIATION PRACTICES

Any matter or practice arising under or relating to this Agreement which is the subject of a practice standard or title standard of the Real Estate Bar Association shall be governed by such standard to the extent applicable, unless otherwise provided for herein.

22. AFFIDAVITS AND CERTIFICATES

At the closing, **SELLER** shall execute and/or deliver to **BUYER** all reasonable and customary affidavits and documents as **BUYER**'s attorney may require, including the following documents:

- a) an affidavit stating that the **SELLER** is not a foreign person under Internal Revenue Code Section 1445;
- b) an affidavit to **BUYER** and **BUYER**'S title insurance company completed and in the form and substance of the Real Estate Bar Association Title Insurance Affidavit, REBA Form Section 5;
- c) completed Internal Revenue Code Section 1099 Forms;

23. SUPERCESSIONS

All other agreements of the parties hereto, whether written or oral, are superseded by this Agreement.

24. CONSTRUCTION OF AGREEMENT

This instrument, which may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be cancelled, modified or amended only by a written instrument executed by both the **SELLER** and the **BUYER** or their respective attorneys. If two or more persons are named herein as **BUYER** or **SELLER** their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

The parties hereby agree that signatures obtained by facsimile or other electronic means shall be significant to bind them to the terms of this agreement and any extensions or amendments thereto.

All dates and times expressed herein are of the essence.

25. NOTICES

All notices and correspondence required or permitted to be given hereunder shall be in writing and deemed duly given when delivered, or mailed by registered or certified mail, charges prepaid, or by email or facsimile transmission addressed to the parties as follows:

In the case of **SELLER:**

Blaise P. Berthiaume, Esq.
Berthiaume & Berthiaume
4 Elm Street, PO Box 190
North Brookfield, MA 01535
(508) 867-6889 phone
(508) 867-3138 fax
bpb@berthiaumelegal.com

In the case of the **BUYER:**

Aviv M. Shamash, Esq.
Kriss Law, LLC
15 Crawford Street
Needham, MA 02494
(617) 431-2072 (phone)
(617) 447-9732 (cell)
aviv@krisslawatlantic.com

26. RIDERS AND EXHIBITS

The Riders and Exhibits attached hereto which are a part of this agreement are as follows:

Buyer's Rider A to Purchase and Sale Agreement.

27. SELLERS' OUTSTANDING MORTGAGES

SELLERS represents that the property is currently mortgage free.

28. ADDITIONAL PROVISIONS

None

SELLER:

Ernestine Cherry
dotloop verified
02/23/22 12:18 PM
EST
RUKE-SKAV-JK5C-JLTP

BUYER:

Peter Hauge Jr Manger For PNR
dotloop verified
02/22/22 3:55 PM EST
GNSL-DUIY-9P7M-PQZJ

SELLER:

Michaela June
dotloop verified
02/23/22 2:28 PM
EST
OJJA-3D7C-FIX5-SKYR

BUYER'S RIDER A TO PURCHASE AND SALE AGREEMENT

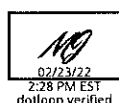
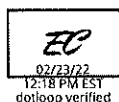
PROPERTY: Pine St, Leicester, MA

SELLER: Ernestine Ann Cherry and Michaela A. June

BUYER: PMZ Development, LLC

Regardless of any language to the contrary, the aforesaid Purchase and Sale Agreement and Riders or Amendments thereto are hereby amended by incorporation therein the following terms and conditions, and in the event of any inconsistent terms or conditions, the following provisions shall prevail:

1. SELLER states to the best of SELLER's knowledge that there are no conditions of the Premises which constitute a violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters, but which statements shall not constitute a warranty against the existence of such conditions about which SELLER has no knowledge.
2. SELLER warrants and represents that SELLER is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended ("I.R.C."), and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with I.R.C. Section 1445(b)(2) and the regulations thereunder, evidencing the foregoing warranty and representation.
3. SELLER hereby states as of the date hereof that to the best of their actual knowledge:
 - (a) There are no current or future assessments/betterments for public improvements presently affecting or anticipated to affect the Premises of which SELLER has knowledge;
 - (b) There are no underground oil tanks or related apparatus on or about the Premises, there has been no removal of such tanks or apparatus from the Premises and there has been no release into the soil from any such tanks or apparatus;
 - (c) The Premises are not located in flood hazard zone requiring the purchase of flood insurance;
 - (d) SELLER has the legal right, power and authority to enter into this Agreement and perform all of its obligations hereunder; and
 - (e) The within transaction is not a so-called "short-sale."
 - (f) There are no hazardous materials located upon or under the Premises which may give rise to any claim under the Massachusetts Oil and Hazardous Material Release Prevention and Response Act as amended and regulations there under.
 - (g) There are no leases, licenses or occupancy agreements in force and effect covering the use and occupancy of the Property, nor shall BUYER be purchasing the Property subject to any such leases, license or occupancy agreements.
 - (h) There are no lawsuits, actions or proceedings pending against or threatened against the SELLER, including bankruptcy.
4. Except as otherwise herein provided, the statements contained in this Agreement refer to the date of execution of this Agreement, SELLER will promptly notify BUYER of any change in facts, which SELLER becomes aware of, which arise prior to the Closing which would make any such statement untrue if such state of facts had existed on the date of execution of this Agreement, and unless SELLER shall rectify the cause of such change by the original or extended time for Closing hereunder, BUYER shall have the option of canceling this Agreement by notifying the SELLER thereof in writing in which event all deposits made by the BUYER hereunder, together with the accrued interest, if any, shall be forthwith refunded to BUYER and this Agreement shall be null and void and without recourse to the Parties hereto.
5. It is understood and agreed by the Parties that the Premises shall not be in conformity with the title provisions of this Agreement unless:



- (a) no buildings, structures or improvements of any kind belonging to any other person or entity shall encroach upon or under said Premises, provided, however, that encroaching utility easements shall not be considered as a violation of the title provisions of this Agreement and further provided that any such utility easements shall not affect the use of the Premises for residential purposes; and
- (b) the Premises shall abut or have access to a public way, duly laid out or accepted as such by the city or town in which said Premises are located; and
- (c) title to the Premises is insurable, for the benefit of the BUYER (for owner's policy) by a title insurance company of BUYER'S choice qualified to do business in Massachusetts and utilizing the American Land Title Association (ALTA) form currently in use, subject only to those printed exceptions to title normally included in the "Jacket" to such form or policy and those permitted pursuant to Paragraph 4 of this Agreement.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue so-called "affirmative coverage" over a known defect or problem, BUYERS may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement.

6. In the event this Agreement contains any provision that the BUYER shall accept the title of the SELLER subject to easements and restrictions of record, if any, then such acceptance of title subject to easements and restrictions shall be limited to those of record, if any, insofar as they may be in force and effect, which do not adversely affect the Premises for use as a single family dwelling by the BUYER and which are: (a) give no rights to anyone to enter upon, cross or use any portion of the Premises other than standard utility easements; (b) have been duly satisfied of record at or prior to the Closing in the event consent(s) or approvals are needed; and (c) have been duly complied with of record (without limitation, a certificate of compliance) at or prior to the Closing in the event any order of condition or any other state, county, or municipal (or any subdivisions thereof) requirements in connection with the Premises.

Executed as a sealed instrument as of the day and year first written above.

SELLER: Ernestine Cherry dotloop verified
02/23/22 12:18 PM EST
TX3L-M8SK-ZS5C-QJFD

BUYER: Peter Hauge Jr Manger For PMR dotloop verified
02/22/22 3:55 PM EST
VLBB-SJPD-F2B7-M4VX

SELLER: Michaela June dotloop verified
02/23/22 2:28 PM EST
NLPP-EEDA-H2OH-MG7U

BUYER: _____

WIRE FRAUD RIDER

WHAT IS WIRE FRAUD?

Wire fraud is a serious issue in real estate transactions and incidents of wire fraud are on the rise. Criminals/hackers have become extremely sophisticated with their methods and are well versed with the nuances of real estate transaction. They are targeting email accounts and transactions by hacking or impersonating relevant parties to a transaction, such as attorneys, title companies, mortgage lenders, real estate agents, etc. Sometimes the fraudulent email will appear in your inbox with the proper "display name" of the sender. It will look like it came from a trusted sender and many times it can contain a signature or attributes that resemble a trusted sender. You must treat every communication that is instructing you to wire or transmit funds as suspect.

BEST PRACTICES REGARDING WIRES:

Before wiring any money, call your paralegal, lawyer, or real estate broker using contact information found from an independent source, such as the sales contract, your contacts, business cards, or the internet (website), to verify any funding instructions received. Hacked or fraudulent emails can contain misleading phone numbers. Never rely on email for contact information and pay close attention to the email properties (such as variations of domain names, different "reply to" email addresses, etc.) Be vigilant and stay paranoid. Contact us with any questions before sending any funds.

KRISS LAW'S POLICIES REGARDING WIRES:

If Kriss Law Atlantic is acting as the closing attorney for your transaction, you will NEVER be asked to send any sensitive information via regular (unsecure) email. All wiring instructions from our firm will be sent via secure email and funds will always be directed to an IOLTA account in the name of the firm. Before wiring any funds to our firm, please call your paralegal to verbally verify the instructions. All staff can be reached via our main number: 617-964-3788.

If you are receiving funds from Kriss Law Atlantic as part of a transaction, the following wire policy must be followed, without exception:

- The Kriss Law Atlantic Wire Authorization Form (hereinafter "The Wire Form") must be filled out in its entirety, signed by the party requesting the wire and must be notarized;
- The Wire Form must be delivered to the Paralegal assigned to your file a minimum of forty-eight (48) hours prior to closing, via fax or secured email. This is to enable our firm to verify the instructions and prepare the wire for timely release — this is for your protection and to enable efficiency with the transmission of outgoing wires;
- The original/hard copy of the Wire Form must be presented at the time of closing. In the event the Wire Form is not presented at closing, we will reserve the right to issue funds in the form of an IOLTA check;
- The Wire Form must contain a valid call back number, naming an individual authorized to verbally verify the wiring instructions. In the event the individual is unavailable, unreachable or does not return a call in a timely fashion, we reserve the right to issue funds in the form of an IOLTA check;
- In no event will Kriss Law Atlantic initiate international wires;
- All requested wires must be to accounts containing the complete name(s) of the parties to the transaction (specifically including Trusts, LLC's and Corporations); and
- There shall be a \$40.00 fee assessed per outgoing wire.

In the event these protocols are not followed, or if in our sole discretion we deem the requested wire to be suspicious, all funds will be delivered in the form of an IOLTA check. This is not intended as a punitive measure, rather a protective one to allow time to verify the accuracy of the wiring instructions provided and ensure that all funds are delivered to the correct recipient. Further, any parties requesting or receiving funds, hereby agree to hold Kriss Law Atlantic harmless from any delays incurred because of our diligence and vigilance with these policies. If there are any questions or concerns at any time, please call your Attorney or the Paralegal assigned to your transaction at 617-964-3788.

I/We hereby acknowledge receipt of this disclosure:

Date:

Peter Hauge Jr Manger For PMZ

dotloop verified
02/22/22 3:55 PM EST
Q4T6-6PP0-YFNS-XHZD

Ernestine Cherry

dotloop verified
02/23/22 12:18 PM EST
HCLJ-2THH-YFTW-VWDS

Michaela June

dotloop verified
02/23/22 2:28 PM EST
IIV0-G0JH-OFAX-ZBOX

CERTIFICATE

The **TOWN OF LEICESTER**, acting through the duly elected members of its Select Board , namely **Rick Antanavica, John Shocik, Herb Duggan, Jr., Dianna Provencher and Allen R. Phillips, Sr.**, hereby certifies that the said Town will not exercise its first refusal option to meet a bona fide offer to purchase that portion of land located on the northerly side of Pine Street, that is subject to a lien dated January 15, 2004 recorded with the Worcester District Registry of Deeds in Book 32796 Page 101.

Witness our signatures this day of , 2022.

Rick Antanavica

John Shocik

Herb Duggan, Jr.

Dianna Provencher

Allen R. Phillips, Sr.

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this _____ day of _____, 2022, before me the undersigned Notary Public, personally appeared the above named, Rick Antanavica, John Shocik, Herb Duggan, Jr., Dianna Provencher and Allen R. Phillips, Sr, members of the Select Board of the Town of Leicester, proved to me through satisfactory evidence of identification, which was which was the notary's personal knowledge of the identity of the principals, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Leicester Select Board.

My commission expires:

Notary Public

From: [Meighan Allison](#)
To: [Forsberg, Kristen](#)
Subject: Re: Other
Date: Friday, March 18, 2022 6:27:31 PM

Kristen,

Thank you for the response! We are looking for a practice field for our club field hockey team. I actually coached at Becker for 2 season before they closed. I was able to secure a spot for the spring! Now we are looking for one night a week in the summer for roughly 6-8 weeks! Let's stay in touch and keep me posted! This would be a wonderful opportunity for us!

Have a great weekend!

Meighan

[Sent from Yahoo Mail on Android](#)

On Mon, Mar 14, 2022 at 6:25 PM, Meighan Allison
<guineyallisonrocks@yahoo.com> wrote:

No worries,

We were looking for Tuesdays 5-7 in April, May and some of June!

Thank you!

Meighan

Shamrock Performance Meighan Allison 34 Birchwood Road Rutland, MA 01543 Cell # 508-450-8030
Home # 508-886-9061 guineyallisonrocks@yahoo.com

On Monday, March 14, 2022, 11:07:01 AM EDT, Forsberg, Kristen <forsbergk@leicesterma.org>
wrote:

Hi Meighan,

My apologies for the delay in response. The Select Board is currently in the process of reviewing rules and regulations for the turf field and other recreational facilities before they allow use of the fields. When are you looking to use the fields? Thanks,

Kristen L. Forsberg, MPA & MCPPO

Assistant Town Administrator

Town of Leicester

3 Washburn Square

Leicester, MA 01524

508-892-7077

From: Meighan Allison via Leicester MA <cmsmailer@civicplus.com>

Sent: Tuesday, March 8, 2022 9:15 PM

To: Forsberg, Kristen <forsbergk@leicesterma.org>

Subject: Other

Submitted on Tuesday, March 8, 2022 - 9:15pm

Submitted by anonymous user: 66.189.114.136

Submitted values are:

Subject: Other

Message:

Good evening,

I am looking to see if the town of Leicester owns the Becker turf field now? I coached at Becker before they closed and now I am looking for turf time for my club field hockey team! If you could point me in the right direction, it would be wonderful!

Thank you,

Meighan Allison

Evolution FHC

Shamrock Field Hockey

Notre Dame Academy Field Hockey Coach

==Please provide the following information==

Your Name: Meighan Allison

Your E-mail Address: guineyallisonrocks@yahoo.com

Organization: Evolution FHC

Phone Number: 508.450.8030

==Address==

Street: PO BOX 123

City: Rutland

State: Massachusetts

Zipcode: 01543

The results of this submission may be viewed at:

<https://www.leicesterma.org/node/2/submission/15826>



Town of Leicester, Massachusetts

Annual Town Meeting Warrant

Annual Town Meeting – May 3rd, 2022– 7:00PM

DRAFT

“In the Hands of the Voters”

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

Version 2 – Published 03/24/2022

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. There will be an ample supply of hand sanitizer available at the meeting. Please use as needed.
3. 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.
4. The chairs in the Town Gymnasium will be placed to ensure proper social distancing protocols are followed. Please do not move them during the meeting in order to maintain safety protocol.

**PLEASE BE ADVISED THAT THERE WILL BE NO ACTION REGARDING
SCHOOL BUILDING PROJECTS AT THIS MEETING.**

Town Rules & Procedures Review

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

The Town Moderator does not vote, except in cases of a tie vote on the floor.

Town Meetings in Leicester are open only to registered voters.

As members of the town meeting, voters have the right, if they so choose, to present opinions and to ask questions through the moderator in relation to the motion under discussion, and only to the motion under discussion. You have a right to be comfortable with the facts at hand in order to make an informed vote.

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

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

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

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

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

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

Respectfully, Donald A. Cherry, Jr. – Town Moderator

Table of Contents

ARTICLE 1	PRIOR YEAR'S BILLS	5
ARTICLE 2	DEPARTMENT AND/OR WARRANT ARTICLE TRANSFERS - FY2022	5
ARTICLE 3	ELECTED OFFICIALS SALARIES	8
ARTICLE 4	FY 2023 OPERATING BUDGET	9
ARTICLE 5	VOCATIONAL TUITION	13
ARTICLE 6	CENTRAL MASS REGIONAL PLANNING COMMISSION ANNUAL ASSESSMENT	14
ARTICLE 7	FUNDING OPERATIONAL COSTS OF THE FORMER BECKER COLLEGE CAMPUS	14
ARTICLE 8	ESTABLISHMENT OF AN EMS (AMBULANCE SERVICE) ENTERPRISE ACCOUNT	15
ARTICLE 9	FY 2023 EMS (AMBULANCE) ENTERPRISE ACCOUNT APPROPRIATION..	15
ARTICLE 10	STORMWATER MANAGEMENT	16
ARTICLE 11	FY 2023 CAPITAL IMPROVEMENT PLAN	16
ARTICLE 12	ESTABLISH REVOLVING FUND ANNUAL SPENDING LIMITS	18
ARTICLE 13	CHANGE THE MOOSE HILL WATER COMMISSIONER POSITIONS FROM ELECTED TO APPOINTED	19
ARTICLE 14	VOTE TO REMOVE THE POSITION OF POLICE CHIEF FROM CIVIL SERVICE AND TO PETITION THE LEGISLATURE FOR SPECIAL LEGISTATION FOR THE SAME	19
ARTICLE 15	REMOVE ALL POLICE PATROLMEN POSITIONS FROM CIVIL SERVICE (PLACEHOLDER)	19
ARTICLE 16	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	20

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 on Tuesday, the third day of May 2022 at 7:00 PM, then and there to act on the following articles, namely:

ARTICLE 1 PRIOR YEAR'S BILLS

To see if the Town will vote to approve to transfer or appropriate a sum of money to pay unpaid bills from a prior fiscal year or take any action thereon.

PROPOSED MOTION

I move that the Town vote to authorize the payment and transfer of \$983.10 from Free Cash for the payment of the following prior year bills:

<u>Vendor</u>	<u>Date of Invoice</u>	<u>Amount</u>
Design Tempture Control Inc	09/14/20	\$606.04
Design Tempture Control Inc	12/13/20	\$377.06
Total		\$983.10

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article is required for the payment of bills prior to July 1, 2021, that were not submitted by the close of the fiscal year. There are two bills for this town meeting, which was for HVAC work done at the Police Station and Hillcrest Country Club. The bills were misplaced.

VOTE REQUIRED FOR PASSAGE Requires a 4/5th's vote pursuant to MGL Chapter 44, §64.

ARTICLE 2 DEPARTMENT AND/OR WARRANT ARTICLE TRANSFERS - FY2022

To see if the Town will vote to raise and appropriate, transfer from available funds in the Treasury, transfer from other budget accounts, adjust budgets, transfer to/from or adjust existing warrant articles such sums of money as may be necessary to defray expenses and fund various and diverse accounts in the Fiscal Year 2022 operating budget of the Town, any other warrant articles or take any action thereon.

PROPOSED MOTION **#2A – BUDGET TRANSFERS**

I move that the Town vote to transfer the following sums, totaling \$329,000 from and to the accounts listed in the table below:

<u>From</u>	<u>Amount</u>	<u>Reason</u>
Streetlights	\$30,000.00	Budget surplus due to instillation of LED streetlights
Veteran's Benefits	\$40,000.00	Budget surplus due to decrease in the total number of veterans receiving benefits
Employee Benefits	\$200,000.00	Budget surplus due to conservative budgeting

Unemployment	\$59,700.00	Budget surplus due to drop in unemployment claims
Total	\$329,700.00	

To	Amount	Reason
Legal	\$20,000.00	Continued greater than expected need for Town Counsel legal services
Reserve Fund	\$40,000.00	Replenishment of account from previous transfers
Accounting Wages	\$3,500.00	Projected wage shortfall
IT Expenses	\$2,000.00	Unexpected costs for data recovery
Town Clerk Wages	\$5,000.00	Projected wage shortfall
Building Wages	\$1,700.00	Additional funds for temporary inspectors when staff is unavailable
Highway Expenses	\$7,500.00	Projected costs for service on two inspections vehicles
Highway Expenses	\$5,000.00	Replenishment for costs associated with set up of Bark Park
Highway Fuel	\$30,000.00	Budget short due to unexpected increases in the price of gasoline
Snow and Ice	\$215,000.00	Seasonal overage of snow and ice expenses
Total	\$329,700.00	

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This first request would amend the Fiscal Year 2022 operating budget by transferring funds from current fiscal year accounts that have forecast surpluses to accounts with projected shortfalls.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

PROPOSED MOTION #2B BUDGET TRANSFERS – AMBULANCE RECEIPTS RESERVED FOR APPROPRIATION

I move that the Town vote to transfer the following sums, totaling \$41,500 from the Ambulance Receipts Reserved account to the budget lines listed in the table below:

Account	Amount	Reason
Ambulance Wages	\$9,000.00	To put on extra shifts in June in anticipation of starting non-emergency transport services
Ambulance Maintenance	\$7,500.00	Budget underfunded
Ambulance Professional Services	\$10,000.00	Budget underfunded
Ambulance Supplies	\$15,000.00	Funds needed to purchase carbon monoxide meters, quick clot, and chest seals. These items are now required by the Commonwealth to be on every in-service ambulance in the state.
Total	\$41,500.00	

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This request seeks to transfer funds from the Ambulance RRFA account to fund budget shortfalls in the Ambulance budget.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

PROPOSED MOTION #2C FUND TRANSFERS – WARRANT ARTICLES

I move that the Town vote to transfer the following sums, totaling \$201,773.59 from Free Cash to the following warrant articles listed in the table below:

Account	Amount	Reason
Emergency Management Supplies ATM 6/20 Art 7	\$4,993.59	To replenish the account back to \$30,000 after the list sum was used for COVID-19 related expenses
FY22 Vocation Tuition 5/21 Art 6	\$196,780.00	Increase in overall tuition cost due to increased student enrollment
Total	\$201,773.59	

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This request seeks to transfer funds from Free Cash to fund projected shortfalls in Town warrant articles.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

PROPOSED MOTION #2D – ESTABLISH AND FUND A WARRANT ARTICLE FOR PERSONAL PROPERTY VALUATION SERVICES

I move that the Town vote to establish and fund an account via transfer of \$13,500 of Free Cash for the purpose of funding FY 2023 personal property valuation services

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This request seeks to transfer funds from Free Cash to establish and fund professional personal property valuation services. This is an annual contract cost.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

PROPOSED MOTION #2E – TRANSFER FUNDS FROM SELECTED ACCOUNTS TO FUND THE COST OF THE OIL LEAK AT THE ELEMENTARY SCHOOL.

I move that the Town vote to transfer the following amounts, totaling \$1,191,963.27 from and to the accounts listed in the table below:

<i>From</i>	<i>Amount</i>
<i>Insurance Proceeds</i>	<i>\$500,000.00</i>
<i>FY2022 Public School Budget</i>	<i>\$691,963.27</i>
<i>Total</i>	<i>\$1,191,963.27</i>
<i>To</i>	<i>Amount</i>
<i>Emergency Deficit – FY21 School Oil Leak</i>	<i>\$1,191,963.27</i>

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This request seeks to transfer funds from the insurance settlement account and the FY 2022 School budget to pay the costs associated with the oil leak at the Elementary School.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE 3 ELECTED OFFICIALS SALARIES

To see what compensation the Town will vote to pay elected officials or take any action thereon.

PROPOSED MOTION

I move the Town vote to set the rate of compensation to pay elected officials for Fiscal Year 2023 as detailed in the May 3, 2022, Spring Annual Town Meeting Warrant.

FISCAL YEAR 2022 ELECTED OFFICIALS PAY RATES	
<u>POSITION</u>	<u>PAY RATE</u>
TOWN CLERK	\$81,090
SELECT BOARD – CHAIR	\$882
SELECT BOARD – MEMBERS (4) each	\$724
SCHOOL COMMITTEE – CHAIR	\$447
SCHOOL COMMITTEE – MEMBERS (4) each	\$197
PLANNING BOARD – CHAIR	\$320
PLANNING BOARD – MEMBERS (4) each	\$276
MODERATOR	\$81
BOARD OF HEALTH – CHAIR	\$320
BOARD OF HEALTH – MEMBERS (2) each	\$276

ASSESSOR – MEMBERS (3) each	\$597
TOTAL ELECTED SALARIES	\$90,271

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Compensation for elected officials is set by Town Meeting. The proposed FY 2023 elected officials pay rate is the same as approved by the voters for FY 2022 with the exception of the Town Clerk.

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

ARTICLE 4 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, 2022, and ending on June 30, 2023, as listed in the May 3, 2022, Spring Annual Town Meeting Warrant or take any action thereon.

PROPOSED MOTION

I move the Town vote to approve the budgets of the several Town departments and Town Accounts as printed in the Spring Annual Town Meeting Warrant for the Fiscal Year beginning July 1, 2022, in the aggregate amount of \$31,372,910 and to fund this amount from the following sources:

<i>Transfer from other revenue:</i>	<i>\$35,000</i>
<i>Transfer from Free Cash:</i>	<i>\$316,667</i>

And the balance of the funds in the remaining sum of \$31,021,243 shall be raised and appropriated by taxation.

DEPT #	DEPARTMENT NAME	FY2021 BUDGET	FY2022 BUDGET	FY2023 TOWN ADMIN	\$ CHANGE	% CHANGE
111	LEGAL					
	TOTAL	209,000	80,798	72,045	-8,753	-10.83%
114	MODERATOR					
	TOTAL	151	151	151	0	0.00%
122	SELECT BOARD					
	TOTAL	351,112	306,431	314,282	7,851	2.56%
130	RESERVE FUND					
	TOTAL	50,000	50,000	50,000	0	0.00%
131	ADVISORY BOARD					
	TOTAL	1,325	1,325	1,325	0	0.00%
135	ACCOUNTANT					
	TOTAL	143,619	146,149	157,479	11,330	7.75%

DEPT #	DEPARTMENT NAME	FY2021 BUDGET	FY2022 BUDGET	FY2023 TOWN ADMIN	\$ CHANGE	% CHANGE
141	ASSESSORS					
	TOTAL	123,911	134,613	132,457	-2,156	-1.60%
145	TREASURER/COLL ECTOR					
	TOTAL	166,411	182,870	173,744	-9,126	-4.99%
147	TAX TITLE					
	TOTAL	0	0	0	0	0%
152	PERSONNEL BD					
	TOTAL	250	275	275	0	0.00%
155	IT DEPARTMENT					
	TOTAL	162,060	184,060	189,060	5,000	2.72%
161	TOWN CLERK					
	TOTAL	112,628	126,018	139,239	13,221	10.49%
162	ELECTIONS & REGISTRATIONS					
	TOTAL	40,500	36,500	41,700	5,200	14.25%
180	DEVELOPMENT & INSPECTIONAL SERVICES					
	TOTAL	265,332	267,083	268,589	1,506	0.56%
192	TOWN OWNED BLDG MAINT					
	TOTAL	68,281	48,281	48,281	0	0.00%
197	TOWN HALL BLDG MAINTENANCE					
	TOTAL	63,909	86,909	86,909	0	0.00%
198	TOWN HALL TELEPHONES					
	TOTAL	6,400	6,400	6,400	0	0.00%
199	OTHER - GENERAL GOV					
	TOTAL	66,451	58,564	33,100	-25,464	-43.48%
210	POLICE DEPT					
	TOTAL	2,033,475	2,271,573	2,362,250	90,677	3.99%
220	FIRE DEPT					
	TOTAL	329,398	390,434	365,963	-24,470	-6.27%
231	AMBULANCE					
	TOTAL	446,123	584,736	Enterprise	-584,736	-100.00%
232	EMERGENCY MANAGEMENT					
	TOTAL	4,813	4,889	4,967	78	1.60%
241	CODE DEPT					
	TOTAL	62,083	74,007	128,667	54,660	73.86%
292	ANIMAL CONTROL					
	TOTAL	33,934	34,444	34,954	510	1.48%

DEPT #	DEPARTMENT NAME	FY2021 BUDGET	FY2022 BUDGET	FY2023 TOWN ADMIN	\$ CHANGE	% CHANGE
296	INSECT PEST CONTROL					
	TOTAL	7,850	7,850	7,850	0	0.00%
310	LEICESTER PULIC SCHOOLS					
	TOTAL	17,174,399	17,582,550	17,839,070	256,520	1.46%
420	HIGHWAY DEPT					
	TOTAL	957,002	1,019,546	1,041,814	22,268	2.18%
423	SNOW & ICE					
	TOTAL	121,000	121,000	121,000	0	0.00%
424	STREET LIGHTS					
	TOTAL	58,000	58,000	35,000	-23,000	-39.66%
541	COUNCIL ON AGING					
	TOTAL	101,546	107,239	109,342	2,103	1.96%
543	VETERANS SERVICES					
	TOTAL	126,613	126,748	108,336	-18,412	-14.53%
545	VETERANS GRAVES REG					
	TOTAL	2,400	2,400	2,400	0	0.00%
610	PUBLIC LIBRARY					
	TOTAL	225,435	231,071	239,386	8,315	3.60%
630	PARKS & RECREATION					
	TOTAL	6,450	6,450	6,450	0	0.00%
691	HISTORICAL COMM					
	TOTAL	950	950	950	0	0.00%
692	MEMORIAL DAY COMM					
	TOTAL	3,000	3,000	3,000	0	0.00%
710	MATURING DEBT PRINCIPAL					
	TOTAL	1,155,327	1,026,117	1,218,733	192,616	18.77%
751	MATURING DEBT INTEREST					
	TOTAL	369,949	331,047	293,828	-37,219	-11.24%
752	TEMPORARY LOAN INTEREST					
	TOTAL	20,665	22,665	216,700	194,035	856.10%
753	BOND ISSUE					
	TOTAL	1,100	1,100	1,100	0	0.00%
911	WORC REG RETIREMENT					
	TOTAL	1,456,243	1,556,343	1,717,353	161,010	10.35%

DEPT #	DEPARTMENT NAME	FY2021 BUDGET	FY2022 BUDGET	FY2023 TOWN ADMIN	\$ CHANGE	% CHANGE
912	WORKER COMPENSATION					
	TOTAL	166,248	191,185	219,863	28,678	15.00%
913	UNEMPLOYMENT COMP					
	TOTAL	141,650	141,650	142,000	350	0.25%
914	EMPLOYEE BENEFITS					
	TOTAL	3,045,765	2,959,175	3,117,782	158,607	5.36%
945	BONDING & INSURANCE					
	TOTAL	216,750	249,263	299,116	49,853	20.00%
911	BECKER OPERATING EXPENSES					
	TOTAL	0	0	20,000	20,000	
Grand Total – All Budgets		30,099,509	30,821,859	31,372,910	551,051	1.79%

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This is the fiscal year 2023 operating budget for municipal and school services. Property tax proposed to be levied is within the allowances of Proposition 2 ½. We are utilizing the Governor's proposed revenue estimates for local aid. This financial plan meets at the minimum needs of every department and continues to move the Town forward in a sustainable direction. The budget process has been challenging this year due to a number of significant increases in non-discretionary areas of the budget including health insurance and retirement assessments. The FY 2023 budget is \$551,052 greater than the FY 2022 budget. Please note budget allocations as listed below:

Department	FY 22 Budget	FY 23 Budget	\$ Change	% Change
Municipal Budgets	6,760,763	6,287,365	-473,398	-7.00%
School Budget	17,582,550	17,839,070	256,520	1.46%
Unclassified Budget	6,478,545	7,246,475	767,930	11.85%
Totals	30,821,858	31,372,910	551,052	1.79%

The adjusted budget increases are shown in the tables below:

	\$ Change	% Change
FY 2023 Municipal Budget change	-473,398	-7.00%
Add: Movement of Ambulance budget from General fund to enterprise fund	641,219	
Deduct: \$50,000 taken from the School Budget for third Highway position	-50,000	
Municipal Net Budget Increase	117,821	1.74%

School Budget Increase	256,520	1.46%
Add: \$50,000 taken from the School Budget for third Highway position	50,000	
School Net Budget Increase	306,520	1.74%

Municipal amount/percentage of the municipal/school portions of the FY 2023 Budget	6,287,365	26.06%
School amount/percentage of the municipal/school portions of the FY 2023 Budget	17,839,070	73.94%
Total	24,126,435	100.00%

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

ARTICLE 5 VOCATIONAL TUITION

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to fund the Vocational Tuition expenses for Leicester students for the fiscal year beginning July 1, 2022 or take any action thereon.

PROPOSED MOTION

I move the Town vote to raise and appropriate \$1,023,000 for Vocational Tuition expenses for the Fiscal Year beginning July 1, 2022.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Chapter 74 of the Mass General Laws governs vocational technical education programs in public school districts. This article was moved out of the line-item budget and into a separate warrant article starting in FY16. Tracking these costs independently allows for more accurate accounting of the costs associated with Leicester students attending other schools for vocational education.

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

ARTICLE 6 CENTRAL MASS REGIONAL PLANNING COMMISSION ANNUAL ASSESSMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the FY 2023 assessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate, or take any other action thereon.

PROPOSED MOTION

I move the Town vote to transfer from Free Cash the sum of \$ ____ to fund the FY 2023 assessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate of \$ ____.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

In accordance with Chapter 40B, Section 7 of the Mass General Laws, the Central Mass Regional Planning Commission requires member municipalities to pay the costs and expenses of the Central Massachusetts Regional Planning District each fiscal year. Leicester is a part of this District. The assessment is based on the population of the Town as it appears in the most recent national census (2020). The payment of this assessment will maintain the Town's services provided by the District.

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

ARTICLE 7 FUNDING OPERATIONAL COSTS OF THE FORMER BECKER COLLEGE 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 former Becker College Campus or take any action thereon.

PROPOSED MOTION

I move the Town transfer \$350,000 from Free Cash to fund operational costs for the former Becker College Campus.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article seeks funding for the costs to operate the former Becker College campus, including utilities, insurance, grounds maintenance, and security. The buildings would not be open during this period. Free cash funding is requested to be used while the Town determines the actual long-term cost of operating the portions of the campus retained for municipal use.

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

ARTICLE 8 ESTABLISHMENT OF AN EMS (AMBULANCE SERVICE) ENTERPRISE ACCOUNT

To see if the Town will vote to establish a EMS (Ambulance Service) Enterprise Fund, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said fund to be funded by fees, charges or other funding received for the provision of Emergency Medical and Ambulance services, and furthermore, to transfer all funds held in the Ambulance Receipts Reserved for Appropriation Account to this fund, said transfer to be the date of passage of this article.

PROPOSED MOTION

I move the Town vote to establish a EMS (Ambulance Service) Enterprise Fund, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said fund to be funded by fees, charges or other funding received for the provision of Emergency Medical and Ambulance services, and furthermore, to transfer all funds held in the Ambulance Receipts Reserved for Appropriation Account to this fund, said transfer to be effective upon passage of this article.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Funding for the EMS Department was previously included in the general fund budget, with the receipts collected from ambulance services and associated fees available as a general fund revenue. Creating an enterprise fund for these services will allow the funds to be used exclusively to provide emergency medical services. An appropriation limit for this fund is required to be set annually. This appropriation request appears in a Article 9 of this warrant.

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

ARTICLE 9 FY 2023 EMS (AMBULANCE) ENTERPRISE ACCOUNT APPROPRIATION

To see if the Town will vote to appropriate a sum of monies to fund the 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 3/4, said appropriation to be funded from ambulance receipts, charges, and other income as well as an appropriation from the general fund, or act on anything relating thereon.

PROPOSED MOTION

I move that the Town vote to appropriate up to \$733,542 to fund the FY 2023 expenses of the EMS (Ambulance) 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 3/4, said appropriation to apportioned and funded as follows:

<i>FY 2023 EMS (AMBULANCE) BUDGET</i>	<i>FY21 Budget</i>	<i>FY22 Budget</i>	<i>FY23 Budget</i>	<i>Dollar Change</i>	<i>Percent Change</i>
<i>Salaries</i>	<i>358,489</i>	<i>484,102</i>	<i>633,808</i>	<i>149,706</i>	<i>30.92%</i>
<i>Expenses</i>	<i>87,634</i>	<i>100,634</i>	<i>99,734</i>	<i>-900</i>	<i>-0.89%</i>
<i>Total Budget Appropriation</i>	<i>446,123</i>	<i>584,736</i>	<i>733,542</i>	<i>733,542</i>	<i>25.45%</i>

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

\$76,104 anticipated to be charged to the general fund

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This is the first year of the EMS (Ambulance) Enterprise Account. The EMS salary line item has been increased due to a rise in call volume, and to pay for half of the annual salary of the Fire Chief (\$45,720), who in his full-time capacity oversees EMS. The EMS budget still retains a general fund subsidy of \$76,104. The goal is to have the fund fully self-supporting in FY 2024.

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

ARTICLE 10 STORMWATER MANAGEMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund stormwater management operations throughout the Town, said funds to be expended by the Highway Department, or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$69,000 from the Free Cash to a special article for stormwater management throughout the Town, said funds to be expended by the Highway Department.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article funds Stormwater management operations, including operations, professional services and reporting requirements of the Town's MS-4 permit.

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

ARTICLE 11 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 Capital Improvement Plan budget beginning July 1, 2022 and authorize the Select Board to enter into lease purchase agreement(s) for a term of years and to transfer from available funds a sum of money to pay for the initial installments of the lease/purchase agreement(s), or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$136,817 from Free Cash to fund the Fiscal Year 2023 Capital Improvement Plan budget to fund the projects/items recommended by the Capital Committee, as listed:

DEPARTMENT	ITEM	AMOUNT
Town wide	Additional Funding: Highway Fuel Island	\$45,000
Police	Additional Item: Police Carport	\$35,000

Fire	Additional Funding: Rochdale Fire Station Roof	\$30,000
	Item before Capital Committee	\$26,817
	Total FY 2023 Capital Plan	\$136,817

CAPITAL PLANNING COMMITTEE RECOMENDATION

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The FY 2023 capital plan has 3 recommended projects/items, two of which were recommended and approved in previous years but required additional funding to cover increased labor and materials cost. The single new item is being recommended as a safety measure for staff. All other capital requests are being held until the movement of the High School to the former Becker property is complete.

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

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ARTICLE 12 ESTABLISH REVOLVING FUND ANNUAL SPENDING LIMITS

To see if the Town will vote to set annual spending limits for revolving accounts as detailed in the hands of the voters and as defined by Massachusetts General Laws, Chapter 44, § 53E½ for Fiscal Year 2023, or take any action thereon.

PROPOSED MOTION

I move the Town vote to set annual spending limits for revolving accounts as detailed in the warrant and as defined by Mass General Laws, Chapter 44, § 53E½, for Fiscal Year 2023.

<u>Revolving Fund</u>	<u>Spending Limit:</u>
Former Becker Property	\$500,000
Inspectional Services	\$50,000
Health Clinics	\$5,000
Senior Center Programs	\$10,000
Fuel Usage	\$35,000
Town Hall	\$15,000
Recycling	\$30,000
Police Training	\$5,000
Recreation	\$20,000
One-to-one Technology	\$25,000
DIS Fees	\$5,000
Library Copier	\$5,000
Tree Lighting	\$20,000

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Under MGL Chapter 44, Section 53E½ as amended through the Municipal Modernization Act of 2016, Town Meeting is required to vote on the amount that may be spent from each revolving fund established through the Town's General Bylaws during the upcoming fiscal year prior to July 1st.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 13 CHANGE THE MOOSE HILL WATER COMMISSIONER POSITIONS FROM ELECTED TO APPOINTED

To rescind the action of the Special Town Meeting of January 17, 1977, Article 5 creating an elected Moose Hill Water Commission; and to further re-establish the Moose Hill Water Commission as an appointed three-member Commission, said appointments to be made by the Leicester Select Board, with current Commission members serving until their term expires.

PROPOSED MOTION

Move that the vote be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The Select Board believes that the Town is better served by having the Moose Hill Water Commissioners be appointed rather than elected, as their autonomy as elected officials could put them in conflict with the goals and financial planning of the Select Board. There will be also a ballot question at the June Annual Town Election regarding this matter as per MGL, changing an elected position to an appointed one requires ballot action.

VOTE REQUIRED FOR PASSAGE - Requires a simple majority vote.

ARTICLE 14 VOTE TO REMOVE THE POSITION OF POLICE CHIEF FROM CIVIL SERVICE AND TO PETITION THE LEGISLATURE FOR SPECIAL LEGISLATION FOR THE SAME

To see if the Town will vote to remove the position of Police Chief from Civil Service, as voted through Article 19 of the April 8, 1958, Special Town Meeting, and furthermore, for the Town to petition the Legislature to rescind the legislation passed via Chapter 85 of the Acts of 1958, which placed the position of Police Chief under Civil Service.

PROPOSED MOTION

Move that the vote be accepted as written

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Removing this position from civil service will allow the Town greater control and flexibility when searching for qualified candidates for this critical Town position.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority per M.G.L. c. 53, § 18B

ARTICLE 15 REMOVE ALL POLICE PATROLMEN POSITIONS FROM CIVIL SERVICE (PLACEHOLDER)

To see if the Town will vote to remove all Police patrolmen from Civil Service as voted at a town election on March 3, 1969.

PROPOSED MOTION

Move that the vote be accepted as written

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article is non-binding, as Civil Service was brought in for patrol position through an election that was held on March 3, 1969. There will a ballot question on the June election. It is included on this warrant to inform the public that the June vote is forthcoming. The article is recommended for passage because using the Civil Service system has become difficult and inflexible and hampers the recruitment process. The patrolman's union has negotiated a two-year contract that is contingent on the repeal of Civil Service participation.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority per M.G.L. c. 53, § 18B

ARTICLE 16 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.

FINANCE ADVISORY BOARD RECOMMENDATION:

SELECTBOARD RECOMMENDATION:

DESCRIPTION: This acceptance of MGL required the town to put out general information out to residents describing purposes of ballot questions; as well as pro and con arguments. We elected not to utilize the law for the Becker purchase, due to the almost complete support for the project, and had to craft special legislation to allow for the purchase of the property. While the law has an admirable goal, it is unwieldy and expensive to use properly.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority per M.G.L. c. 53, § 18B

**TOWN OF LEICESTER
ANNUAL TOWN MEETING
May 3, 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 3rd day of May 2022.

Given under our hand and seal of the Town on this _____ date of April 2022

Respectfully submitted, Leicester Select Board

Chair

Date: _____

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

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

and on the Town Clerk's bulletin board, in the front entry of the Town Hall, with the Moderator, and with the Town Clerk, not less than fourteen days before the 3rd day of May 2022.

Printed Name of Constable

Signature of Constable

**SELECT BOARD MEETING MINUTES
MARCH 21, 2022 AT 5:30PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

CALL TO ORDER/OPENING

Chair Antanavica called the meeting to order at 5:33pm. Chair Rick Antanavica, Vice-Chair John Shocik, Second Vice-Chair Herb Duggan Jr., Selectman Dianna Provencher, Selectman Allen Phillips, Town Administrator David Genereux and Assistant Town Administrator Kristen Forsberg were in attendance.

1. SCHEDULED ITEMS

a. 5:30pm – Executive Session, MGL Chapter 30A, Section 21(a), Exception #3

i. Discuss Strategy with Respect to Collective Bargaining (Sergeant Promotion)

Motion 032122-1a1: A motion was made by Mr. Shocik and seconded by Mr. Phillips to enter into executive session under MGL Chapter 30A, Section 21(a), Exception #3, discuss strategy with respect to collective bargaining (Sergeant Promotion). The Chair declared that to discuss these matters in open session would compromise the position of the Town. **Roll call: All Ayes**

Motion 032122-1a2: A motion was made by Mr. Phillips and seconded by Ms. Provencher to go out of executive session at 6:00pm. **Roll call: All Ayes**

b. 6:00pm – Discuss/Vote on Sergeant Promotions & Conditional Police Officer Appointments

Motion 032122-1b1: A motion was made by Mr. Duggan and seconded by Mr. Shocik to appoint Officer Frank Bulman to the position of Sergeant. **Motion carries 5:0:0.**

Motion 032122-1b2: A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Detective Matthew Brady to the position of Sergeant. **Motion carries 5:0:0.**

Motion 032122-1b3: A motion was made by Mr. Phillips and seconded by Ms. Provencher to offer a conditional police officer appointment to Amber Costello. **Motion carries 5:0:0.**

Motion 032122-1b4: A motion was made by Ms. Provencher and seconded by Mr. Shocik to offer a conditional police officer appointment to Michael Cogswell. **Motion carries 5:0:0.**

Motion 032122-1b5: A motion was made by Mr. Shocik and seconded by Ms. Provencher to offer a conditional police officer appointment to Zachary Phillips. **Motion carries 4:0:1 (Mr. Phillips abstained).**

Chief Antanavica noted there will be a swearing in at the Police Station this Wednesday at noon for the new sergeants.

Ms. Provencher left the meeting following this item.

c. 6:15pm - Commission on Disabilities Discussion

This item was passed over.

d. 6:30pm – Discuss/Vote on Tata & Howard Stormwater Year 4 Contract

Mr. Genereux stated that this contract utilizes the remaining stormwater funds available for FY22 to complete some of the Year 4 MS4 required permit tasks.

Motion 032122-1d: A motion was made by Mr. Phillips and seconded by Mr. Duggan to approve the partial Year 4 stormwater contract with Tata & Howard. **Motion carries 4:0:0.**

e. 6:45pm - Discuss/Vote on FY23 Health Insurance Carrier – Blue Cross

The Town was notified earlier this year that Fallon will no longer provide retail health insurance for municipalities. Mr. Genereux had the Town's health insurance broker NFP put on an RFP for other insurance carriers. Two responses were received and the only propose that was competitive was MIIA Blue Cross, which offers a 1.93% reduction in premium for FY23. This proposal was unanimously endorsed by the Town's Health Insurance Advisory Committee. Mr. Genereux noted that MIIA's dental program also came in at a lower rate than the Town's current provider, Altus. There will be a 5.06% decrease in dental insurance and taking dental from MIIA will also provide an additional discount on the Town's MIIA health insurance.

Motion 032122-1e: A motion was made by Mr. Phillips and seconded by Mr. Duggan to approve the proposal from MIIA Blue Cross for the Town's FY23 health insurance. **Motion carries 5:0:0.**

2. PUBLIC COMMENT PERIOD

Paul Messier with the Eagle Scouts asked for a letter from the Board in support of the Eagle Scout ceremony of Xavier Morales.

3. REPORTS & ANNOUNCEMENTS

a. Student Liaison Reports

The Student Liaisons provided updates from the Leicester Public Schools.

b. Report of the Town Administrator's Office

The Town Administrator presented highlights from the written report of the office.

c. Select Board Reports

The Select Board discussed a variety of topics including an LCAC show Becker Let's Do It Right Session 3 and misinformation regarding the lease of the Swan Library, a dispatch issue with solicitors, having your facts straight when holding the Board accountable, road issues on Burncoat Lane, issues with a wall on Route 9 near Hanks Marina, tree removed by the salon on Route 9, Board transparency and posting of information, issue with a leaning tree on the Becker property, Becker working group updates, and looking into the VCT for veteran construction assistance in the community, upcoming Deja New fundraiser for a service dog for a diabetic family.

4. RESIGNATIONS & APPOINTMENTS

a. Resignation – Kathy Asquith – Assistant Assessor

Motion 032122-4a: A motion was made by Mr. Phillips and seconded by Mr. Duggan to accept the resignation of Kathy Asquith, Assistant Assessor. **Motion carries 4:0:0.**

b. Resignation – Michael Sielis – Police Officer

Motion 032122-4b: A motion was made by Mr. Phillips and seconded by Mr. Shocik to accept, with regret, the resignation of Officer Michael Sielis, and to send a letter of thanks for service. Under discussion, it was noted that the Chief stated he would take Officer Sielis back within the next five years and that he had clearly made an impression on the Chief. **Motion carries 4:0:0.**

c. Resignation – Brooke Hultgren – DIS Department Assistant

Motion 032122-4c: A motion was made by Mr. Phillips and seconded by Mr. Shocik to accept the resignation of Brooke Hultgren and to send a letter of thanks for service **Motion carries 4:0:0.**

d. **Appointment – Christopher Doeg – Per-Diem EMT**

Motion 032122-4d: A motion was made by Mr. Phillips and seconded by Mr. Shocik to appoint Christopher Doeg as a per-diem EMT. **Motion carries 4:0:0.**

5. OTHER BUSINESS

a. **Accept Senior Center Donations**

Motion 032122-5a: A motion was made by Mr. Phillips and seconded by Mr. Shocik to accept \$750 in donations to the Senior Center. **Motion carries 4:0:0.**

b. **2021 License Renewal – Families Together, 1601 Main Street – Common Victualler License**

Motion 032122-5b: A motion was made by Mr. Shocik and seconded by Mr. Duggan to approve the 2022 common victualler license renewal for Families Together. **Motion carries 4:0:0.**

c. **FY19 CDBG-CV Extension Request**

Motion 032122-5c: A motion was made by Mr. Duggan and seconded by Mr. Phillips to approve the FY19 CDBG-CV extension request through June 30, 2022. **Motion carries 4:0:0.**

d. **Request to Surplus 2015 International Ambulance and 2006 Chevy Ambulance**

Motion 032122-5d: A motion was made by Mr. Phillips and seconded by Mr. Duggan to surplus the 2015 International Ambulance and the 2006 Chevy Ambulance. **Motion carries 4:0:0.**

e. **Request to Use Borger & Becker Parking Lot for MEMA CERT Rodeo – April 23 & April 30, 2022**

Motion 032122-5e: A motion was made by Mr. Shocik and seconded by Mr. Duggan to approve the request to use the Borger and Becker parking lots for the MEMA CERT Rodeo on April 23, 2022 with a rain date of April 30, 2022 provided MEMA brings porta potties and other sanitary items as needed. **Motion carries 3:0:1 (Mr. Phillips abstained).**

f. **Request to Use Surplus Becker Items at Swan Tavern – Leicester Historical Commission**

Joe Lennerton with the Historical Commission stated the Commission is looking for heavy duty tables and shelving to display collections at the Swan Tavern. Mr. Lennerton is looking for 4 wood tables and 2-3 of the smaller round plastic tables from the Swan Library.

Motion 032122-5f: A motion was made by Mr. Duggan and seconded by Mr. Shocik to approve the request from the Historical Commission to use the items requested at Swan Library contingent upon the Becker inventory process being complete and items used documented. **Motion carries 4:0:0.**

g. **Request to Use Surplus Becker Items – Town and School Departments**

Mr. Genereux noted the Board has informally stated that surplus Becker items can be used by municipal and school departments. The Board discussed that all items must be inventoried first and nothing can be sold by the departments because these items are town property and the items are to be used to help cut costs for the Town.

Motion 032122-5g: A motion was made by Mr. Shocik and seconded by Mr. Phillips to allow Town and School departments to use surplus items on the Becker property for use in their departments and offices once the full inventory is complete, that all items are cleared for use through the Town Administrator's office, and that nothing is removed from the buildings that the school may potentially use. **Motion carries 4:0:0.**

h. Request to Dispose of Becker Laboratory and Veterinary Clinic Supplies to Bay Path

Mr. Genereux noted that surplus out of code chemicals to Bay Path would save the Town on the cost to dispose of these items. The Board discussed making sure the Fire Chief and EMS Director can't use any of the chemicals or supplies for training, concerns about circumventing the system, and potential liability on the Town if issues occur with out of code items.

Motion 032122-5h: A motion was made by Mr. Phillips and seconded by Mr. Shocik to not dispose of the supplies at the Becker laboratory and veterinary clinic to Bay Path at this time. **Motion carries 4:0:0.**

i. Town/School Becker Building & Grounds Maintenance Discussion

Mr. Genereux discussed the Collins Center walk through on Friday and comments regarding putting together a building and grounds maintenance agreement between the School and Town. Mr. Genereux sent a draft agreement to the Collins Center on Friday. Some of the issues which arose revolved around the care, custody and control of the buildings and grounds, fees associated with the fields, and how much the schools would transfer to the Town to cover maintenance of school buildings/fields on the Becker campus. Issues around security, privacy for children, and safety concerns were raised. The Board discussed how maintenance would be scheduled, requested a discussion with Town Counsel regarding care, custody, and control of the school areas on the Becker campus, halting the spending of ARPA funding until needed renovations have been made to the Becker campus to allow for the school relocation, and the need for a signed maintenance agreement between the Town and School before moving forward.

j. Discuss/Vote on Becker Education Workgroup Recommendations

This item was passed over.

k. Discuss/Vote on Draft Veterinary Clinic Request for Proposals & Announce Grand Opening of Bark Park

Mr. Genereux presented the draft RFP to lease the Becker vet clinic which has a high preference to lease to a vet style practice and a secondary preference for a doctor's office type practice. The evaluative criteria looks at experience, property management expertise, financial viability and neighborhood impact. The Board discussed selling the property which reduces the debt vs. leasing the property which brings in income that can be used to maintain the Becker properties. The Board also discussed the Becker working groups, recommendations from the smaller working groups rolling up to the larger working groups before going to the Select Board, and the chairs of each working group providing status updates. This item was tabled at this time.

The Grand Opening of Bark Park will be held on April 24th. At this time, the Bark Park Committee will have held their first meeting, the exercise equipment will be out for the dogs, and the park will be in a state where it can be utilized.

l. Discuss/Vote on Draft Becker Landscaping Invitation for Bid

Motion 032122-5l: A motion was made by Mr. Duggan and seconded by Mr. Shocik to authorize the Town Administrator to release an IFB for landscaping services at Becker. **Motion carries 4:0:0.**

m. Discuss/Vote on Opioid Settlement Subdivision Agreement

Motion 032122-5m: A motion was made by Mr. Shocik and seconded by Mr. Duggan to authorize the Chair to sign the Opioid Settlement Subdivision Agreement. **Motion carries 4:0:0.**

6. MINUTES

a. March 5, 2022

b. **March 7, 2022**

c. **March 14, 2022**

Motion 032122-6: A motion was made by Mr. Phillips and seconded by Mr. Shocik to approve the minutes of March 5, 7 & 14, 2022. **Motion carries 4:0:0.**

Motion 032122-7: A motion to adjourn was made by Mr. Shocik and seconded by Mr. Phillips at 8:38pm. **Motion carries 4:0:0.**

SELECT BOARD MEETING MINUTES
Finance Advisory Board Public Hearing
MARCH 26, 2022 AT 9:00AM
TOWN HALL, SELECT BOARD CONFERENCE ROOM

CALL TO ORDER/OPENING

Chair Antanavica called the meeting to order at 9:02am. Chair Rick Antanavica, Vice-Chair John Shocik, Second Vice-Chair Herb Duggan Jr., Selectman Dianna Provencher, Selectman Allen Phillips, Town Administrator: David Genereux and Assistant to the Town Administrator: Janine Drake were in attendance. Advisory Committee members: Dave Mero, Paul Messier, Dorothy Dudley and Bob Mercer were in attendance. Dennis McGrail and Bonnie Layden were absent.

FY23 Municipal & School Budget Hearing and Presentations:

A motion was made by Mr. Messier and seconded by Ms. Dudley to open the FY23 municipal budget public hearing at 9:05am. Motion carries 4:0:0.

1. Fire Department Budget-Fire Chief Mike Dupuis

FD will be level funded, again this year. The FD is looking into preventive maintenance. There has been a lot of development with inspector Wilson. Chief Dupuis' salary will be split between the 2 departments of Fire and EMS. FAB asked about the FD building maintenance. SB would like to get together a maintenance plan.

2. EMS Budget-EMS Interim Director Brian Kelley

In FY22 EMS are eligible to collect: \$873,000. We could be eligible to collect \$1M going forward. Call volume in 2020-1440 and 2021-1706. We are on pace to hit 1700 this year. Meeting with Vibra and the Meadows. EMS is working to do facility transfers. Interim Director Kelley explained his budget for expenditures and salary.

3. LPS Presentation: William Frangiamore and Dr. Marilyn Tencza

SB asked why the Athletic non salary line item has been level funded. And why the funding differences. Bill will get David Genereux the answer next week.

SB asked about the Elementary student's revenue going down and the SB would like an explanation. Bill will get David Genereux the answer next week.

Requested copies of school utilities contract, French River: Highway fuel contracts and obtain last year's rack pricing, Town Hall oil contracts and French River: LPS oil contracts. The TA's office will be gathering the contracts next week.

SB asked what the Maintenance line item was budgeted for in FY2021? What has been expended to date? Bill will get David Genereux the answer next week.

SB would like a definition of the Dist. Non-Salary Supply line item. Bill will get David Genereux the definition and the detail breakdown of the Dist. Non-Salary line item.

SELECT BOARD MEETING MINUTES
Finance Advisory Board Public Hearing
MARCH 26, 2022 AT 9:00AM
TOWN HALL, SELECT BOARD CONFERENCE ROOM

Motion 032622-a: A motion was made by Mr. Phillips and seconded by Ms. Provencher to approve the reopening of the warrant to insert the article regarding electronic meeting participation for transparency purposes. **Motion carries 5:0:0.**

Motion 032622-b: A motion was made by Mr. Phillips and seconded by Ms. Provencher to close the warrant. **Motion carries 5:0:0.**

A motion was made by David Mero seconded by Dorothy Dudley to continue the public hearing on Saturday, 4-2-22. Motion carries 5:0:0.

Motion 032622-c: A motion to adjourn was made by Mr. Antanavica and seconded by Mr. Duggan at 12:02pm. **Motion carries 5:0:0.**

A motion to adjourn was made by Paul Mercier and seconded by Bob Mercer at 12:02pm. Motion carries 4:0:0.