



PUBLIC NOTICE POSTING REQUEST
OFFICE OF THE LEICESTER TOWN CLERK
ORGANIZATION: Select Board Meeting

RECEIVED

2024 MAY -2 PM 4:43

TOWN CLERK'S OFFICE
LEICESTER, MASS.

MEETING: X

PUBLIC HEARING:

DATE: May 6, 2024

TIME: 6:00pm

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

REQUESTED BY: Maria Cataloni, Executive Assistant

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

PLEASE SILENCE ALL CELL PHONES DURING THE MEETING

<https://app.goto.com/meeting/534733493>

(571) 317-3122; Access Code: 534-733-3493

CALL TO ORDER/OPENING
VETERANS POEM

1. SCHEDULED ITEMS

- a. 6:00pm: One-Day Liquor License – Oakholm Brewing at Maple Hill Disc Golf, 132 Marshall Street
- b. 6:15pm: Change of Board Members – Leicester/Spencer Eagles

2. CIVIC ANNOUNCEMENTS

- a. Town Meeting – May 7, 2024
- b. Annual Town Election – June 11, 2024

3. PUBLIC COMMENT PERIOD

4. RESIGNATIONS AND APPOINTMENTS

- a. Appointment - Assistant Assessor: Hwa-Jing "Tiger" Hong
- b. Appointment - Master Plan Committee: Sara Flynn
- c. Appointment - Jess Margadonna: alternate to full member; Parks and Recreation Committee

5. OTHER BUSINESS

- a. Leicester Regional Public Health Coalition – IMA
- b. School Building Committee: Assignment of responsibilities for Knight Hall use/redevelopment

ADJOURN



TOWN OF LEICESTER

3 WASHBURN SQUARE
LEICESTER, MASSACHUSETTS 01524
508-892-7077

LEICESTER
SELECT BOARD

SPECIAL ("One-Day") ALCOHOL LICENSE APPLICATION

Fee: \$50.00 per day

If requesting a fee waiver, please attach letter

Check one: Wine & Malt () Malt Only (X) Wine Only ()

(For Non-Profit 501c3 Organizations Only) – All Alcohol ()

Please attach a copy of your 501c3 Certificate.

Applicant's Name: Melissa LeBlanc

(Please note the applicant must be an individual, not a business)

Contact Telephone Number: [REDACTED]

Applicant's Email Address: [REDACTED]

Name/Purpose for the Event: Northeast Women's Global Event @Maple Hill Disc Golf

Event Date(s): May 18 + 19th Requested Days and Hours of Liquor Service: Sat + Sun 9a - 7pm

Event Location Street Address: Maple Hill Disc Golf 132 Marshall St., Leicester MA 01524
(Please submit a map, hand drawn is fine, of where the liquor will be served/consumed, noting indoors or outdoors.)

Do you have permission from the Property Owner to hold the Event at this Location? yes (letter attached)
(Please attach letter of permission.)

Organization sponsoring the Event: Maple Hill Disc Golf

Organization's Street Address: 132 Marshall St. Leicester, MA 01524

Number of People Expected to Attend (including staff and volunteers): 50 - 100 ±

Bartender or Caterer's Name & SS# or FIN: Oakholm Brewing Co. [REDACTED]

Name of Liquor License Holder if applicable (Attach copy of License): Oakholm Brewing Co. 80 Lake Rd. Brookfield, MA 01506

Has/have the Bartender(s) been trained in Alcohol Service? yes If yes, attach a copy of the Training Certificate 01506

Do you have Liquor Liability Insurance? yes If yes, attach a copy of the Certificate of Insurance

Please note, if approved, the applicant shall be responsible for contacting the Leicester Police Department to arrange and pay for any required Police Detail(s).

I, the undersigned, understand and agree to the restriction and responsibilities of holding a One-Day Alcohol License and certify that I am not prohibited from holding such license. I agree that the Town of Leicester is in no way responsible for the actions of the applicant.

Melissa LeBlanc
APPLICANT'S SIGNATURE

4/19/24
DATE SUBMITTED

SELECT BOARD CHAIR OR TOWN ADMINISTRATOR

DATE APPROVED

From: Maple Hill Disc Golf <maplehilldiscgolf@gmail.com>

Date: April 12, 2024 at 2:54:39 PM EDT

To: Spencer Austin <oakholmdiscgolf@gmail.com>

Subject: Re: Women's Global Event Beer Vending

Of course! I, Ryan Daige, the manager of Maple Hill, give Oakholm Brewing Company permission to vend beer at Maple Hill on May 18th and 19th 2024.

Maple Hill Disc Golf

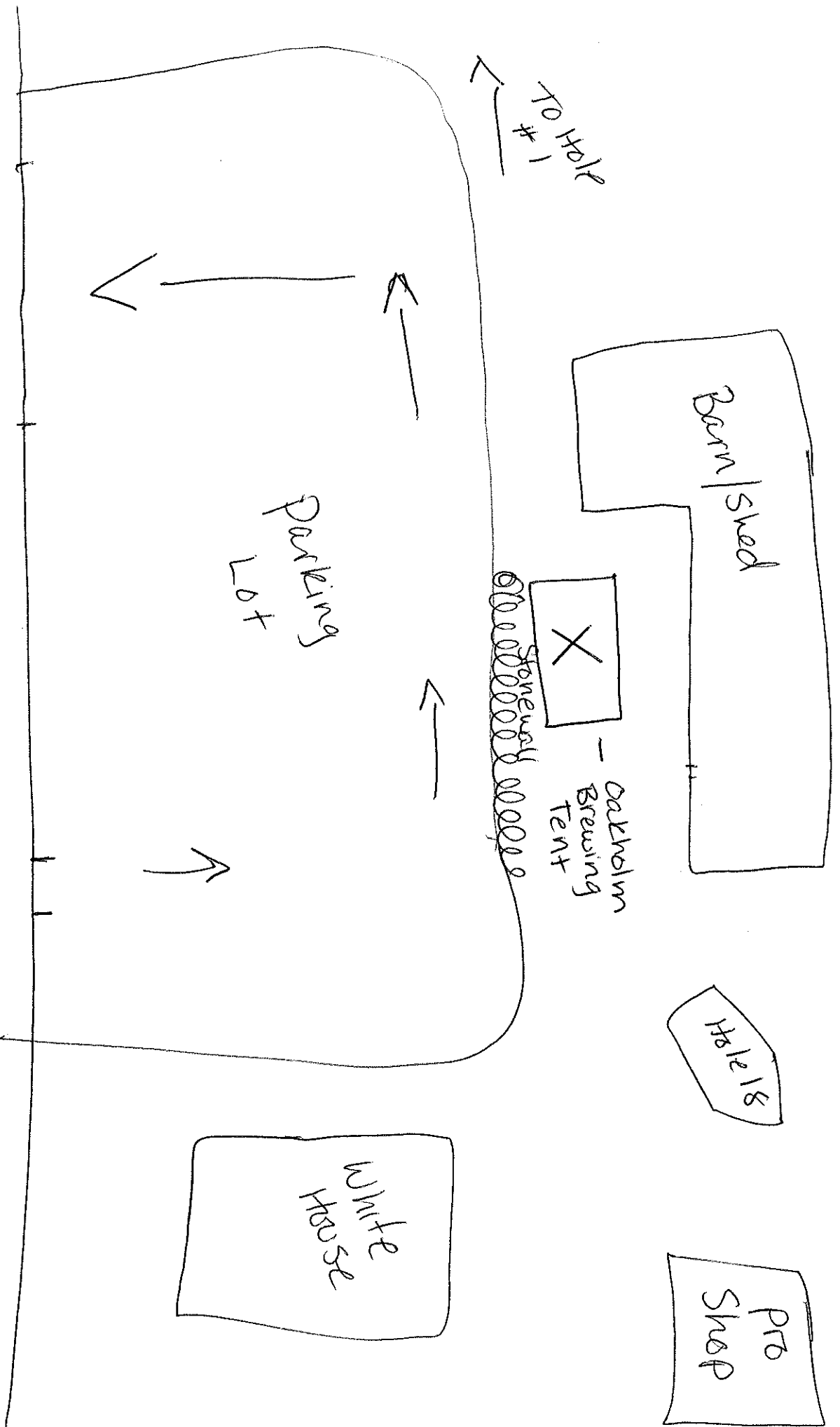
-Ryan

132 Marshall Street, Leicester, MA 01524

508-754-DISC (pro shop)

maplehilldiscgolf@gmail.com

Maple Hill Disc Golf





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/24

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

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

PRODUCER THE MASON AGENCY INC 504 College Hwy Southwick, MA 01077	CONTACT NAME: ERIC MASON	FAX (A/C, No): (413)569-2308	
	PHONE (A/C, No, Ext): (413)569-2307	E-MAIL ADDRESS: themasonagency@american-national.com	
INSURED Oakholm Brewing Company LLC 160 Lake Road Fiskdale, MA 01518 MA 01518	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: FARM FAMILY CASUALTY INSURANCE CO		13803
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> COMMERCIAL POLICY			[REDACTED]	10/03/23	10/03/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				06/06/23	06/06/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		06/17/23	06/17/24	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	<input type="checkbox"/> LIQUOR LIABILITY				10/03/23	10/03/24	

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

BREWERY**CERTIFICATE HOLDER****CANCELLATION**

MAPLE HILL DISC GOLF
132 MARSHALL STREET
LEICESTER, MA 01524

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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it with you as proof of your TIPS certification.



Name: Melissa LeBlanc

Exam Date: [REDACTED]

Expiration Date [REDACTED]



TIPS On-Premise

CERTIFIED

Issued: [REDACTED]

Expires: 1/29/2026

ID #: [REDACTED]

Melissa LeBlanc





Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

FARMER-BREWERY LICENSE

M.G.L. c. 138, § 19C

This Farmer-Brewery License authorizes the following licensee to manufacture and brew, keep and expose for sale and to sell in kegs, casks, barrels, bottles or other containers malt containing not more than twelve percent alcohol by weight:

Oakholm Brewing Company, LLC

80 Lake Road
Brookfield, MA 01506

Approved by the Alcoholic Beverages Control Commission on November 16, 2023

Jean Lorizio, Chairman

Crystal Matthews, Commissioner

Deborah Baglio, Commissioner

License Number: **FB-LIC-000249**
Record Number: **2023-000092-FB-REN**
Capacity: **5K Barrels or Less**

THIS LICENSE WILL EXPIRE DECEMBER 31, 2024 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS LICENSE MUST BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input checked="" type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR AMENDMENT

-Change of Officers, Stock or Ownership Interest

☒ **Change of Officers/ Directors/LLC Managers** ☐ **Change of Stock Interest**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the Entity
- CORI Authorization
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

(e.g. New Stockholders or Transfer or Issuance of Stock)

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Change of Ownership Interest**

(e.g. LLC Members, LLP Partners, Trustees etc.)

- Payment Receipt
- Monetary Transmittal
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Business Structure Documents
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Non-Profit Club Change of Officers/ Directors**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the club signed by an approved officer
- Business Structure Documents - **Articles of Organization** from the Secretary of the Commonwealth

☐ **Management Agreement**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Vote of Entity
- Management Agreement

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Leicester/Spencer Fraternal Order of Eagles	Leicester	

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Change of Officers and Manager

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Robert Krusas	Secretary/Clerk		

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Robert Krusas			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Clerk	0	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Patricia Durand			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President	0	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Paul Dupre			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	0	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Robert Morse			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached?

☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 2, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
Please provide a copy of the management agreement.

☐ Yes ☒ No

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Marlene Wresien	President	0
Name of Principal	Title/Position	Percentage of Ownership
Robert Morse	Treasurer	0
Name of Principal	Title/Position	Percentage of Ownership
Robert Krusas	Clerk	0
Name of Principal	Title/Position	Percentage of Ownership
John Ritchie	Director	0
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

4. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 2, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

5. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 2, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 4 or 5 ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. FINANCIAL DISCLOSURE

Associated Cost(s): (E.g. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

Associated Cost(s):

See Attached Meeting Night -Expenses. Note Expense report every two weeks

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

APPLICANT'S STATEMENT

I, Robert Krusas the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of Leicester/Spencer Fraternal Order of Eagles
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Robert Krusas

Date:

4/26/2024

Title:

Clerk

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

SEE ATTACHED SHEETS
REMINDER WE ARE A NON-PROFIT

ENTITY VOTE

The Board of Directors or LLC Managers of Leicester/Spencer Fraternal Order of Eagles
Entity Name
duly voted to apply to the Licensing Authority of Leicester and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 2/13/2024
Date of Meeting

For the following transactions (Check all that apply):

- ☒ Change of Officers/Directors/LLC Manager
☐ Change of Ownership Interest (LLC Members, LLP Partners, Trustees)
☐ Issuance/Transfer of Stock/New Stockholder
☐ Management/Operating Agreement
☐ Other

"VOTED: To authorize

Change of Officers

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

A true copy attest,

Robert A Morse
Corporate Officer /LLC Manager Signature
ROBERT MORSE
(Print Name)

For Corporations ONLY

A true copy attest,

Robert Kervas Jr
Corporation Clerk's Signature
ROBERT KERVAS JR
(Print Name)

HwaJing(Tiger) Hong

EDUCATION

Boston University, College of Arts and Science

Boston, MA

B.A in Linguistics and Computer Science

September 2019 - May 2022

- Relevant Coursework: Algorithms, Functional Programming, Computational Linguistics, Analysis of Computing, Object-Oriented Programming, Data Structure, Analysis of Algorithms, Internet and Web Development

Pennsylvania State University, College of Engineering

University Park, PA

B.S in Computer Science

September 2017 - June 2019

Personal Business Projects

Litok - <https://litok.ai/>

Remote, Taiwan

Business Development and Marketing Team

July 2022 - Present

- Implemented CRM software to meticulously track leads, sales, and customer interactions, enhancing overall customer management.
- Spearheaded budget allocation and management for successful marketing and business development initiatives.
- Formulated and maintained the company's brand identity, ensuring consistent messaging and visually impactful materials.

Experience

City of Worcester

Worcester, MA

Customer Service Representative

October 2023 - Present

- Delivered exceptional customer service by promptly addressing inquiries, resolving issues, and providing detailed information on city services.
- Demonstrated effective verbal and written communication skills, fostering positive customer experiences.
- Resolved customer concerns, optimizing processes through comprehensive knowledge of city services.
- Utilized advanced computer skills in Microsoft Office Suite applications, including Outlook, Word, Excel, PowerPoint, and Teams for seamless collaboration.

Antra Inc

Remote

Front-end Developer - Contract

September 2022 - April 2023

- Engineered web applications using RESTful web service calls, leveraging Angular CLI, modules, services, templates, and other features to meet client specifications.
- Enhanced user interface and usability by implementing Angular Material.
- Contributed to the creation of a streamlined, single-page application tailored to the client's requirements.

Aivox.ai

Ningbo, China

Intern

September 2021 - December 2021

- Translated all marketing materials from Chinese to English, facilitating the company's entry into the North American market.
- Expanded the company's online presence by creating and managing new social media accounts

HwaJing(Tiger) Hong

Projects

Wordle | <https://wordle-hong.netlify.app/>

- Implemented a feature-complete version of the world-famous Wordle game by the New York Times
- Utilized two open-source dictionary APIs (***random-word-api.herokuapp.com*** & ***dictionaryapi.dev***) to retrieve a new 5 letters word after every round, and validate the correctness of the input word
- Used React.js, Typescript, and CSS Modules

Pokemon Index | <https://pokedex-hong.netlify.app/>

- Developed a single-page application that allows searching of Pokemons using name or unique id
- Designed custom data schemas that allow the application to use the Pokemon API (***pokeapi.co***)
- Used React.js, Typescript, CSS Modules, Google Material Design UI

To-Do List | <https://todolist-hong.netlify.app/>

- Built and designed a minimalistic To-Do List application that takes advantage of the browser **LocalStorage** to store and restore saved to-do items
- Utilized Google's **Material UI design** system components to improve user interface
- Used React.js, Typescript, CSS Modules, Google Material Design UI

Tic Tac Toe | <https://tictactoe-hong.netlify.app/>

- Created a single-page application by writing an algorithm that calculates the result of a tic-tac-toe game between two players
- Used React.js, Typescript, CSS Modules

SKILLS

Languages: Java, C, C++, HTML, CSS/SASS, JavaScript/TypeScript, Python

Tools and Frameworks: React.js, Node.js, MongoDB, Angular, Git

Systems: MacOS, Windows OS, LINUX, Microsoft Office suite, Sharepoint

Certificates

IBM

Introduction to Cybersecurity Tools & Cyber Attacks

Google

Technical Support Fundamentals



Town of Leicester PLANNING BOARD

3 Washburn Square
Leicester, Massachusetts, 01524-1333
Phone: 508-892-7007 Fax: 508-892-7070
www.leicesterma.org

MEMORANDUM

To: Town Administrator's Office
From: Lisa Westwell LW
Administrative Assistant to the Planning Department
Date: April 17, 2024
Re: Appointment to the Master Plan Committee

The Planning Board voted to recommend the appointment of Sara Flynn to the Master Plan Committee at their April 16, 2024 meeting. Please add this appointment to the Board of Selectmen's next agenda. Citizen Volunteer Form is attached.

EMPLOYMENT EXPERIENCE:

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

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

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

Product Consultant, Fidelity Investments

Communications Manager, Fidelity Investments

Contract Manager, Fallon Health

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

I've lived in the town ~10 years now. As my children are starting to age into the public school, I'm looking to become more involved. I'm passionate about making valuable contributions.

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

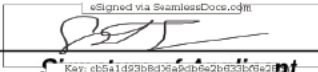
Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

I possess the following training or experience:

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

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
Board Member, Worcester historical	2024	Worcester
_____	_____	_____
_____	_____	_____
_____	_____	_____
		04-10-2024
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR

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

April 30, 2024

To: Select Board
Advisory Committee
From: David Genereux, Town Administrator

Re: Leicester Regional Public Health Coalition (LRPHC)

At the April 16th Select Board meeting, the signing of the regional IMA with the other Town's in the LRPHC was discussed by the Board. The Department of Public Health has requested that a regional inter municipal agreement (IMA) be signed by all communities participating in the LRPHC. This will replace the original IMA, which was individualized between the various Towns and Leicester.

For background, Francis Dagle, our Health Agent at the time funds were available, obtained two grants to form a regional health coalition. They are listed below:

Public Health Excellence (PHE) Grant: An annual grant of \$525,379.12. It is anticipated that this annual grant will be running through 2031. This grant funds basic regional services such as Title V, food, camp and public pool inspections. It deals with complaints and investigations of sanitary issues. Currently, this grant funds the Director (vacant), a regional inspector, a regional administrative support staff member, and the Shared Services Coordinator.

Infectious Disease/COVID19 support Grant: An annual grant that pays \$225,000 per year, for a total of \$675,000. The current balance in the account is \$463,764.92, according to accounting office. This grant funds an epidemiologist, and a part -time nurse. This grant is due to be closed out in March of 2026, unless DEP decides to renew or repackage it.

In addition to these grants, the Town funds a full-time health inspector, with an FY2025 recommended budget of \$92,594. This inspector will not normally work for the LRPHC, as DPH's goal is for the grant to not to subvert local funding of public health.

The Town is currently budgeted to receive 10% of the grant annually, which is \$52,537.91. In previous year, that income was offset by repairs and the operating costs of Marsh Hall, which was a necessary spot for them to be in due to space considerations. When the LRPHC was first established, we had four staff people in one room in the Land Use department.

In January, we worked with the School Department to convert the third-floor conference room for the Health Department use, giving them much needed space. Currently the regional inspector, the administrative support staff member, and our local inspector are in Land Use, while the Director, the epidemiologist, and the Shared Services Coordinator are in the now former conference room.

Now that space has been re-established in Town Hall, the costs are minimal. The Shared Services Coordinator is working with DPH on all grant activities. I am working a few hours per week overseeing the Department until we get a director, which I estimate may be at \$2,500 in indirect, non-billable costs. We have a budget adjustment request to increase the local percentage to 15%, which would net the Town \$78,806.07 per year in administrative fees.

The grant funds all the employees, and their fringe benefits (Insurance, employer Medicare, retirement). The technology and office supplies that they use are purchased via the grant, and the furniture was either existing or provided by Paul Fontaine or a local vendor at no cost.

The benefit that the Town gets, aside from the administrative fee, and control of health services, is services for flu and other clinics, disease tracking, and community outreach, all at no additional cost. Once the IMA is fully signed, the group of towns will be looking to obtain more grants to expand services.

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

Leicester Regional Public Health Coalition
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between cities and/or towns of Barre, Brookfield, Hardwick, Holden, New Braintree, North Brookfield, and Oakham hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” and Leicester, in its capacity as Host Agent of the Leicester Regional Public Health Coalition, (hereinafter referred to as “Collaborative” or “LRPHC”) this ____ day ____ 2024, as follows:

WHEREAS, the Town of Leicester was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report; and

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements; and

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth by entering this Agreement; and

WHEREAS, the Town of Leicester entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall hereinafter be referred to as the “Program Manager”; and

WHEREAS each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A;

NOW THEREFORE, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the Leicester Regional Public Health Coalition Collaborative which shall hereinafter be referred to as the “Collaborative.” The Collaborative, acting by and through an Advisory board (“Advisory Board”) as established in Section 5 of this Agreement, and Program Manager, will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the town of Leicester and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the terms of

which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the “Shared Services Program”). Nothing in this Agreement supersedes the autonomy of any Municipalities’ Board of Health and this Collaborative program is setup to enhance the public health related services of the municipalities by sharing services.

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, The Town of Leicester acting as the “Lead Municipality,” shall oversee the Grant Program and the shared services program provided for herein (the “Shared Services Program”).

As the Lead Municipality, the Town of Leicester shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The Town of Leicester shall act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by majority vote of the Advisory Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Advisory Board and appropriation by each Municipality, to the extent required.

4. Shared Services Coordinator. The Town of Leicester as Lead Municipality, shall hire and employ a Shared Services Coordinator who shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and shall be the holder of all grant funds related to the Grant Program, and may retain up fifteen percent (15%) of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein. The Shared Services Coordinator shall report to the Advisory Board and shall keep records of all funding and expenditures for review by the Board and provide periodic financial status updates. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any participating Collaborative staff working on behalf of the Collaborative or the

Advisory Board shall be considered employees of Town of Leicester and shall be accorded all benefits enjoyed by other Town of Leicester employees within the same classification as they are or shall be established.

5. Advisory Board

There shall be an Advisory Board which shall be convened not less than quarterly by the Advisory Board Chair/Co-Chairs.

- a. Composition: one member and one alternate, both appointed by the Board of Health from each municipality. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality's local Board of Health. The voting member shall be a Board of Health member or designee of that municipality's Board of Health. Each participating municipality shall also have a second representative who shall be an associate member and who may vote only when the full member and may vote only when the full member is not in attendance. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- b. Voting: Each participating municipality shall be entitled to one vote on the Advisory Board. Every voting member shall have an equal voice in determining shared priorities, and services to be provided. The shared services coordinator shall be a non-voting member of the Advisory Board but in the event of a tie vote may vote to break such tie.
- c. Quorum: A majority of the voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by a simple majority of members present and voting unless otherwise provided herein.
- d. Roles and Responsibilities of the Advisory Board:
 - 1) Meet on a regular basis and at least quarterly.
 - 2) Develop annual and long-term goals for the Collaborative.
 - 3) Advise on Collaborative staff priorities.
 - 4) Collaborate in developing a sustainability plan for the LRPHC.
 - 5) Adopt any Collaborative-wide policies and recommended regulations.
 - 6) Review and provide recommendations on operating budgets.
 - 7) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").
 - 8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH
 - 9) Review financial status and financial statements provided by the Shared Services Coordinator.
 - 10) Review and provide recommendations on reports from staff.
 - 11) Evaluate Shared Services Program staff or consultants.

- 12) Request, authorize and recommend the Lead Municipality hire shared services employees or contractors. Request and/or recommend that the Lead Municipality terminate shared services employees or contractors.
- e. Meetings. The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. No meetings shall take place unless there is a quorum of voting members of the Advisory Board in attendance. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time if required.

6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:

- a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the Advisory Board within the boundaries of said Municipality and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.

Each Municipality will be a member of the Advisory Board as established pursuant to this Agreement, and appoint and maintain an Advisory Board member and an alternate. Each municipality shall keep the Lead Municipality apprised of its appointed Advisory Board member and alternate, and further advise the Lead Municipality when said member or alternate are to be changed.

- b. No Advisory Board member may represent more than one Municipality, nor have more than one vote.
- c. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all Advisory Board meetings (either in-person or via remote access) throughout the life of this Agreement.
- d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
- e. Each Municipality will assist in collecting the necessary data as agreed to by the Committee and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the Advisory Board, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.

- f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
 - g. Each Municipality will help promote and market the Shared Services Program and its services within their community.
7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Advisory Board, or the Town of Leicester pursuant to this Agreement, shall be deposited with the Treasurer of the Town of Leicester and held as a separate grant account and may be expended, with the approval by majority vote of the Advisory Board, under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program and in compliance with established grant guidelines from grantors only.

The Advisory Board may authorize a disbursement of funds for any shared contractor, salary, or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

Except for the fifteen percent (15%) of Grant Program funding for administrative costs that the Town of Leicester may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by majority vote the Advisory Board, and provided such funds are available, by submitting invoices to the Shared Services Coordinator for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines.

The Town of Leicester as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the Town of Leicester shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Advisory Board and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Advisory Board will discuss, amend and/or approve a public health services budget for contractual shared services, as submitted by the Shared Services Coordinator. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by Town of Leicester. It is the intention of Town of Leicester to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will allocate municipal funds to continue participation. The Shared Services Coordinator will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Agreement does not obligate any other participating Municipality to fund the Grant Program and a mutually acceptable written contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by Town of Leicester and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request the Advisory Board to add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only after this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the majority of the Advisory Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Advisory Board must approve any and all grants or grant applications submitted as a Collaborative. The Advisory Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

9. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not shared services employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.

10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses.

The Town of Leicester and each Municipality shall obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against all claims for bodily injury, Three Million Dollars (\$3,000,000) aggregate, death, or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. The addition of a new entity to the Agreement for the Grant Program requires the approval of the Massachusetts Department of Public Health and no less than a two-thirds vote of the Advisory Board.
12. Withdrawal. Any Municipality other than the Lead Municipality, by votes of its respective authorizing (, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipality. Withdrawal requires the vote of both the Select Board and the Board of Health. Upon such withdrawal, the Shared Services Coordinator shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its Select Board and Board of Health, may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the Advisory Board, and a new Lead Municipality shall thereafter be designated by the Advisory Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Advisory Board any pay any outstanding unpaid financial obligations under this

Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory Board, by vote of the remaining members, has the authority to reallocate grant resources or other outside funding that would have been allocated to the withdrawing Municipality. Any data collected from the terminating Municipality through a Shared Services Program project, service, or program will remain with the Advisory Board for analysis by the Shared Services Coordinator and the Advisory Board.

13. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Chief Executive Officer. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
14. Conflict Resolution. The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
15. Financial Safeguards. The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' Chief Executive Officer/Appointing Authority.
18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
21. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.
22. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Leicester:

(contact name)
(email)
(phone)
(address)

Town of Holden:

(contact name)
(email)
(phone)
(address)

Town of Oakham:

(contact name)
(email)
(phone)
(address)

Town of Barre:

(contact name)
(email)
(phone)
(address)

Town of Hardwick:

(contact name)
(email)
(phone)
(address)

Town of New Braintree:

(contact name)
(email)
(phone)
(address)

Town of Brookfield:

(contact name)
(email)
(phone)
(address)

Town of North Brookfield:

(contact name)
(email)
(phone)
(address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Leicester Select Board

Date

Town of Leicester Board of Health

Date

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Holden Select Board

Date

Town of Holden Board of Health

Date

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Oakham Select Board

Date

Town of Oakham Board of Health

Date

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Barre Select Board

Date

Town of Barre Board of Health

Date

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Hardwick Select Board

Date

Town of Hardwick Board of Health

Date

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of New Braintree Select Board

Date

Town of New Braintree Board of Health

Date

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Brookfield Select Board

Date

Town of Brookfield Board of Health

Date

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of North Brookfield Select Board

Date

Town of North Brookfield Board of Health

Date

EXHIBIT A

Grant agreement between the Leicester Regional Public Health Coalition and the
Commonwealth of Massachusetts – to be attached

EXHIBIT B

The Leicester Regional Public Health Coalition shall provide the following services in coordination with member municipalities:

- **Shared Services Coordinator:** The Shared Services Coordinator shall perform all necessary fiscal and administrative functions necessary to provide the services listed in the work plan and budget, but not limited to, for the public health excellence grant. The position will involve managing grant deliverables, facilitating communication, and coordinating public health initiatives across member municipalities ensuring cohesive shared services operations and delivery of the Public Health Excellence Grant. This position also assists with community health services, engaging with the community, providing health education, outreach, and direct services to improve public health outcomes.
- **Regional Administrative Assistant:** The Regional Administrative Assistant is responsible for managing and distributing information, organizing, and maintaining LRPHC and BOH records, as well as handling all communication from the general public and transferring them to appropriate departments accordingly, where necessary. This position handles inquiries from board members and applicants, responds to requests, coordinates with the Title 5 contractors, Regional Health Officer, and Shared Services Coordinator, processes finances, processes complaints and issues permits as requested.
- **Regional Health Inspector:** This essential role involves conducting health inspections and enforcement across member municipalities, ensuring compliance with public health standards and the foundational public health services. With a focus on food safety, housing, septic, environmental health, and public facilities, the inspector plays a critical role in maintaining public health and safety and coordinating with other municipal departments as necessary.
- **Epidemiologist:** The LPHP epidemiologist will be vital in analyzing public health data to track and respond to communicable diseases within member municipalities and reporting to the appropriate state agencies. This position supports identifying public health needs and developing evidence-based strategies and policies to mitigate public health risks and improve community health outcomes.
- **Public Health Nursing Services:** This position will be hired or contracted out through a third-party nursing vendor and services will include, but may not be limited to infectious disease surveillance, preventative care, health screenings, immunizations, education and outreach and emergency planning activities. The nurse is pivotal in managing public health emergencies and outbreaks, providing direct care, and facilitating community

health programs.

The Collaborative will provide those additional ancillary services and duties as needed to the member municipalities in order to provide the shared services described above and in the work plan developed by the Advisory Board.