



PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: November 18, 2019

TIME: 6:30pm

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

REQUESTED BY: Kristen L. Forsberg

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

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 6:30pm – Tax Classification Hearing
- b. 6:45pm – BAN Vote – Temporary Borrowing – Fire Station Settlement

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Select Board Reports
- c. [Town Administrator Report](#)
- d. [Proclamation – Shop Leicester First](#)

4. RESIGNATIONS & APPOINTMENTS

- a. [Appointments – Per Diem/On Call EMT Basics – Drew Dalton, Karl Doane, Paul Pepin](#)
- b. Appointment – Economic Development Coordinator

5. OTHER BUSINESS

- a. [Senior Center Donations](#)
- b. [1 Paxton Street Donation](#)
- c. [Summer Concert Series Portable Toilet Request](#)
- d. [Police Chief and Police Lieutenant Assessment Center Results and Discussion](#)
- e. [Hillcrest Country Club Lease – One Year Extension](#)
- f. FY20 License Renewals

Class II	Buckley Auto Body	22 Mill Street, Rochdale
MV Repair	Buckley Auto Body	"
AB Repair	Buckley Auto Body	"
Class II	A-C Used Cars & Trucks	721 Pleasant St, Rochdale
Class III	Warren's Auto Wrecking Inc.	20 Pryor Road, Leicester
Class II	Entwistle's Garage	800 Main Street, Leicester
MV Repair	Wal-Mart Superstore #3409	20 Soojian Drive, Leicester
MV Repair	Worcester County Welding Corp.	101 Huntoon Mem. Hwy, Rochdale
MV Repair	Davis Auto Repair, Inc.	1655 Main Street, Leicester
Class II	Classic Auto Inc.	1323 Main Street, Leicester

MV Repair	Classic Auto Inc.	“
Used Car Rental	Classic Auto Inc.	“
AB Repair	Classic Auto Inc.	“
CV	Hot Dog Annie’s	244 Paxton Street, Leicester 01524
CV	Buddy’s Spa	1080 Stafford St., Leicester
CV	Chartwell’s at Becker College	964 Main Street, Leicester
CV	Leicester Golf Mgmt, LLC	1430 Main Street, Leicester
General Ent.	Leicester Golf Mgmt, LLC	“
Sunday Ent.	Leicester Golf Mgmt, LLC	“
Junk Dealer	Blue Collar Vintage	468 Auburn Street, Auburn
CV	Barbers Crossing	861 Main Street, Leicester
General Ent.	Barbers Crossing	“
Liquor	Leicester Golf Mgmt, LLC	1430 Main Street, Leicester
Package Store	Harshtej, Inc. d/b/a Leroux Liquors	1044 Main Street, Leicester
Package Store	Brookside Liquors SHE Crystal Inc.	875 Pleasant Street, Rochdale
Liquor	Barber’s Crossing	861 Main Street, Leicester

6. MINUTES

- a. [November 4, 2019](#)

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

- a. [Exception 7 – To comply with, or act under the authority of, any general or special law \(Executive Session Minutes\)](#)

ADJOURN



Town of Leicester

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

October 22, 2019

Telegram & Gazette
20 Franklin St
Worcester MA 01608

Attn: Legal Advertising Department.

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

Kristen L. Forsberg
Leicester Board of Selectmen
3 Washburn Square
Leicester MA 01524
forsbergk@leicesterma.org

NOTICE OF TAX CLASSIFICATION HEARING **Town of Leicester**

The Leicester Select Board will hold a public hearing on Monday, November 18, 2019 at 6:30pm in the Select Board Conference Room at the Town Hall, Lower Level, 3 Washburn Square, Leicester MA to determine the percentages of tax levy to be borne by each class of real and personal property for Fiscal Year 2020, per MGL c. 40, s.56, as amended. All Leicester residents are welcome to attend this hearing and to present any oral or written comments on the matter. In the event that a taxpayer is unable to attend, written comments may be submitted to the Town Administrator at the above listed address by Monday, November 18, 2019 at noon.



Town of Leicester

OFFICE OF THE ASSESSOR

3 Washburn Square

Leicester, Massachusetts 01524-1333

Phone: (508) 892-7001 Fax: (508) 892-7070

jprescott@leicesterma.org

Fiscal Year 2020 Tax Classification Hearing

November 18, 2019

Selectmen's Meeting Room

John F. Prescott MAA

Principal Assessor

Classification Options

Split tax rate: Tax Classification allows the Board of Selectmen the option of using a split tax rate. The statute provides a greater allowable portion of the Tax levy (up to 150% of the total CIP levy) to be borne by the Commercial, Industrial and Personal Property classes reducing the portion to be borne by the Residential Class.

Historically the town has adopted a single tax rate as the majority of the town is classified as residential (88%). A shift to a split rate would increase the CIP rate 7.5 cents for every cent of savings to the residential rate. The Board of Assessor suggests continuing the use of a single tax rate for all classes of property.

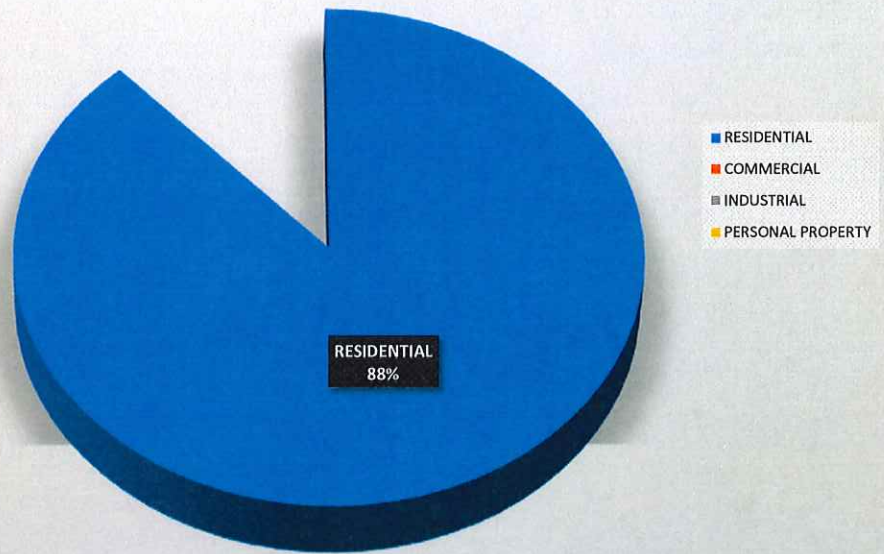
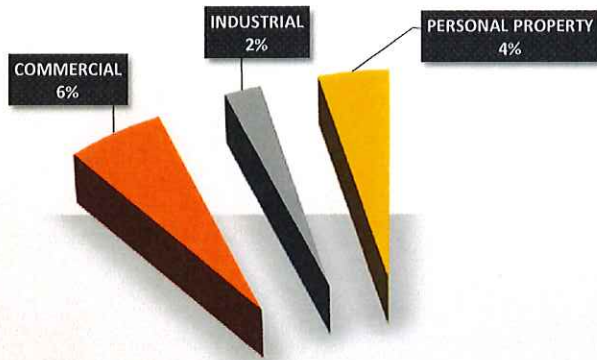
Small Commercial Exemption : The small commercial exemption permits the Board of Selectmen to provide an exemption of up to 10% of assessed value to commercial properties occupied by small businesses that are sole proprietorships or partnerships with no more than ten persons at all locations during the prior calendar year and an assessed value of less than \$1,000,000. The impact of this exemption would reduce the tax paid by the small commercial properties and increase the amount paid by those larger commercial and industrial taxpayers.

The small commercial exemption goes hand in hand with a split rate giving relief to small commercial properties paying the higher CIP rate and shifting the burden to larger commercial and industrial properties. The Board of Assessors does not recommend adopting a small business exemption.

Residential Exemption: Tax classification also allows the Board of Selectmen to grant an exemption to class one, residential properties that are the principal residence of the taxpayer on January 1st. The exemption shifts the tax burden within the residential class from owners of moderately valued residential properties to the owners of higher valued homes, vacation homes and residential properties not occupied by the owner, such as apartments.

The Board of Assessor's does not recommend a residential exemption due to the minimal amount of second homes and apartments. This exemption was legislated primarily for resort-vacation communities or cities and towns with a high percentage of apartments. At this time only 17 of the 351 cities and towns grant residential exemptions.

CLASSIFICATION PERCENTAGES



General Information

AVERAGE SINGLE FAMILY TAX BILL

	AVERAGE ASSESSMENT		RATE	TAX
FY2016	213,000		14.90	\$3174
FY2017	216,100		15.48	\$3345
FY2018	218,600		16.09	\$3,517
FY2019	244,650		15.08	\$3,689
FY20	259,600	proposed rate	14.91	\$3,871

How Our Debt Exclusions impact the tax rate

Library, Police Station, Fire Station and Hillcrest and Highway debt exclusions equate to \$1.06 of the proposed FY 2020 tax rate.

Total FY20 debt exclusions

Library	149,393	=	13.528 cents of the rate
Police Station	186,732	=	16.909 cents of the rate
Hillcrest	189,835	=	17.190 cents of the rate
Fire EMS Station	455,125	=	41.121 cents of the rate
Highway equipment	<u>196,207</u>	=	<u>17.767</u> cents of the rate
total	1,177,292		\$1.06



111 Huntington Avenue
9th Floor
Boston, MA 02199-7613
Telephone: 617-239-0100
Fax: 617-227-4420
www.lockelord.com

November 14, 2019

David Eisenthal, Vice President
UniBank Fiscal Advisory Services, Inc.
49 Church Street
Whitinsville, MA 01588

(Leicester Fire Station Settlement Bonds)

We are now ready to approve the issue of the following bonds by the Town of Leicester, Massachusetts:

\$700,000* Fire Station Settlement Bonds, payable within 30 years from their dates under G.L. c.44, §7(1) and a vote of the Town passed October 22, 2019 (Article 9).

The rendering of our opinion is dependent upon appropriate confirmation of all our previously stated assumptions and on receipt of the usual papers relating to the sale and delivery of the bonds. We express no opinion regarding any tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the bonds or any notes issued in anticipation thereof.

Although we take no responsibility for the accuracy or adequacy of the offering material for the bonds, or for notes issued in anticipation of the bonds, we request the opportunity to see a draft of the notice of sale and accompanying financial and descriptive information concerning the Town substantially prior to its publication or distribution to prospective bidders for the bonds or notes.

A handwritten signature in blue ink, appearing to read "Locke Lord LLP", written over a horizontal line.

LOCKE LORD LLP

cc: David A. Genereux

81661885v.1

* The par amount of the bonds is subject to change. The vote authorizing the bonds provides for the Town to apply any premium or accrued interest received upon delivery of bonds or notes (less the cost of preparing, issuing and marketing them) towards project costs, thereby reducing the amount authorized to be borrowed.

Agreement

1. Payment. Subject to Town Meeting approval, Leicester shall pay BSI good funds in the amount of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) (the "Settlement Funds"). The Town's obligation to pay the Settlement Funds is expressly conditioned upon approval by the Town of Leicester Town Meeting under the warrant for the fall Special Town Meeting, which is expected to occur in October 2019. If Town Meeting fails to approve the payment of the Settlement Funds, Leicester shall pursue the completion of the settlement in good faith through alternative means available by law. Leicester shall pay the Settlement Funds in accordance with the following schedule:

(a) Leicester shall pay BSI good funds in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) within thirty (30) days of when Town Meeting's vote to approve the payment of the Settlement Funds takes effect (the "First Settlement Payment");

(b) Leicester shall pay BSI good funds in the amount Five Hundred Thousand and 00/100 Dollars (\$500,000.00) on or before November 30, 2019 (the "Second Settlement Payment"), or such other date agreed upon by the parties to provide the time reasonably needed for the Town's borrowing of funds to complete the Second Settlement Payment, whichever is later.

2. Forbearance. The Parties understand, acknowledge and agree that part of the consideration for this Agreement is avoidance of additional litigation time and litigation expense. Consistent with this intent, the Parties will effectively enter a "stay" of litigation as it pertains to discovery and other activities by and between Leicester and BSI commencing with the Effective Date and expiring as of the date of full payment of the Settlement Funds or December 31, 2019, whichever is earlier (the "Stay Period"). The Parties also understand and acknowledge that neither Leicester nor BSI have control over the litigation strategy and pursuits employed by the Other Parties. Similarly, neither Leicester nor BSI have any control over any orders or instructions which may be issued by the Court. The Parties further understand and acknowledge that the "stay" provided in this Paragraph shall not prohibit or preclude whatsoever either Party from pursuing claims or defenses relative to the Other Parties in the Lawsuit, and that certain communications or activities may not be able to reasonably be avoided as a result. These communications in and of themselves shall not constitute a violation of the "stay" provided herein.

3. Dismissal. Within fourteen (14) days of BSI receiving the full amount of the Settlement Funds from Leicester, BSI shall dismiss all of its claims against Leicester in the Lawsuit. Leicester and BSI shall file a joint motion to dismiss Leicester as a party. Leicester and BSI agree to cooperate and take whatever action is reasonably necessary to dismiss Leicester as a party in the Lawsuit.

4. Retention Pond Issue. As of the Effective Date, Leicester maintains that it continues to experience issues associated with the retention pond drainage. As part of the consideration for this Agreement, BSI agrees that it shall continue to cooperate with Leicester in good faith in connection with the retention pond drainage issues; respond to questions by Leicester or its vendors; meet and inspect the site upon reasonable notice; share information upon reasonable

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered as of the 9th day of September, 2019 (the "Effective Date") between the TOWN OF LEICESTER, a Massachusetts municipal corporation with principal offices at Leicester Town Hall, 3 Washburn Square, Leicester, Massachusetts ("Leicester") and BUILDERS SYSTEMS, INC., a Massachusetts corporation with principal offices at 135 Southbridge Street, Worcester, Massachusetts ("BSI"). Each of Leicester and BSI may be referred to individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, Leicester is the owner of a public construction project identified as Town of Leicester Fire & EMS Headquarters, 3 Paxton Street, Leicester, Massachusetts (the "Project").

WHEREAS, Leicester invited requests for qualifications from prospective general bidders for the Project and ultimately awarded the contract to BSI.

WHEREAS, Leicester and BSI executed a written contract for construction in or about July 2016 wherein the Parties agreed, *inter alia*, that BSI will perform certain general contracting services in exchange for payment from Leicester in connection with a project entitled Town of Leicester Fire & EMS Headquarters, 3 Paxton Street, Leicester, Massachusetts (the "Project").

WHEREAS, BSI performed work on the Project from the approximate dates of August 2016 to December 2018.

WHEREAS, there were disputes between Leicester and BSI regarding the payment and performance obligations of the Parties.

WHEREAS, on or about June 28, 2018, BSI filed a lawsuit naming Leicester as defendant, the matter captioned as Builders Systems, Inc. v. Town of Leicester et al., Worcester Superior Court C.A. No. 1885CV00985 (the "Lawsuit"), and Leicester filed a counterclaim against BSI in the Lawsuit.

WHEREAS, in addition to Leicester and BSI, the following other parties were named as defendants, cross-claim defendants and/or third-party defendants: Context Architecture, Inc. ("Context"), Glenn E. Hines d/b/a Glenn Hines Excavating ("Hines"), and R.J. Tolman, Inc. ("Tolman"), collectively referred to herein as the "Other Parties."

WHEREAS, as of the date of this Agreement, all of the claims, cross-claims, counterclaims and third-party claims in the Lawsuit remain pending.

WHEREAS, Leicester and BSI wish to enter into this Agreement to resolve the disputes between them in a mutually agreeable manner in accordance with the terms set forth herein.

NOW, THEREFORE, in exchange for good and sufficient consideration, including the mutual exchange of promises herein, the receipt and sufficiency of which is acknowledged, Leicester and BSI hereby agree as follows:

request and otherwise act as a partner and consultant to assist Leicester with respect to any lingering retention pond issues. Furthermore, and also as consideration for this Agreement, BSI agrees that it shall extend its contract warranty obligations for a period of two (2) years, commencing with the Effective Date (the "Retention Pond Warranty"). If Leicester discovers information that implicates BSI's means and methods as a cause of the retention pond issues, Leicester shall furnish written notice to BSI within ten (10) days of its discovery. BSI shall respond in writing within ten (10) days, and the Parties agree that they shall hold a meeting of executive decision-makers within twenty (20) days after the provision of notice with the purpose of resolving the Retention Pond Warranty claim. If the Parties cannot mutually agree on a course of remedial action, the parties will agree to participate in voluntary non-binding mediation before a mutually acceptable mediator to be conducted within 60 days of the parties' meeting. If voluntary mediation does not resolve the dispute, then Leicester shall have the right to commence suit against BSI in Worcester Superior Court, with such lawsuit to be commenced within two (2) years of the date that the voluntary mediation was conducted. BSI does not waive any defenses to a Retention Pond Warranty claim.

5. Releases.

(a) Release by Leicester: Except for any Retention Pond Warranty claim, as defined in Paragraph 4 above, the Town of Leicester, its agents, servants, and employees, does hereby release, remise and forever discharge Builders Systems, Inc., its agents, servants, employees, insurers, excess insurers, parent companies, subsidiaries, predecessors, successors, and affiliated companies, of and from all claims, rights, demands, debts, liabilities, controversies, or causes of action, asserted or unasserted, liquidated or unliquidated, fixed or contingent, and/or of any nature whatsoever arising out of or related to the Lawsuit and/or the Project. (Also excepted from this release are claims for personal injury or property damage, or latent defects that are unknown as of the date of this Agreement).

(b) Release by BSI: Subject to and conditional upon receipt of the full amount of the Settlement Funds as provided in Paragraph 1, Builders Systems, Inc., its agents, servants, employees, insurers, excess insurers, parent companies, subsidiaries, predecessors, successors, and affiliated companies, does hereby release, remise and forever discharge the Town of Leicester, its agents, servants, and employees, of and from all claims, rights, demands, debts, liabilities, controversies, or causes of action, known or unknown, asserted or unasserted, liquidated or unliquidated, fixed or contingent, and/or of any nature whatsoever arising out of or related to the Lawsuit and/or the Project. (Excepted from this release are claims for personal injury or property damage that are unknown as of the date of this Agreement).

6. Confidentiality. To the extent permitted by law, the communications leading to this Agreement, and all information shared in connection with this Agreement (collectively, "Confidential Information") shall be deemed to be confidential settlement communications.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Commonwealth of Massachusetts without regard for its conflicts of laws provisions.

8. Expenses. Each Party shall pay its own legal and other costs and expenses incident to the negotiation and preparation of this Agreement.

9. No Admission of Liability. Nothing herein shall constitute any concession respecting the accuracy of the factual or legal assertions set forth by either Party; nor shall anything contained herein be construed as an admission of liability by either Party, which liability is expressly denied. This Agreement is made solely to avoid further controversy and to avoid the cost, inconvenience and uncertainty of litigation. This Agreement represents a compromise and settlement of disputed claims between the Parties and is entered into following arms-length negotiations. Each of the Parties has had the advice and assistance of legal counsel and enters into this Agreement voluntarily.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original, but collectively shall constitute one agreement.

11. Termination. Notwithstanding the foregoing, if BSI has not received full payment of the Settlement Funds as of the close of business on December 31, 2019, this Agreement shall be terminated, and all of the terms and conditions herein shall be null and void, and unenforceable.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release as of the Effective Date provided above.

BUILDERS SYSTEMS, INC.

By: [Signature]
Name: Timothy Looney
Title: SECRETARY/TREASURER

**TOWN OF LEICESTER
(By LEICESTER SELECT BOARD)**

[Signature]
Sandra Wilson, Chair

[Signature]
Harry Brooks, Vice Chair

[Signature]
Rick Antanavica, 2nd Vice Chair

[Signature]
Dianna Provencher, Member

[Signature]
John Shocik

APPROVED AS TO LEGAL FORM:

[Signature]
Christopher J. Petrini
Leicester Town Counsel



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

November 14, 2019

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

The following is a report on the general activities of the Town Administrator through November 14, 2019.

Citizen issues: Topics discussed with various citizens.

- ☐ Met with the owner of Eastern Pearl, along with Select Board member Brooks, former Select Board member Belanger, and the Superintendent of the LWSD. Topics discussed were the System Development Charge, and the installation of grease traps. We are awaiting an opportunity to address the Commissioners.

Meetings:

- ☐ Held a department head meeting
- ☐ Held a Public Safety Committee meeting
- ☐ Attended a Capital Committee meeting. Gave the Committee new Capital Request workbooks
- ☐ Attended a CBDG Housing repair meeting
- ☐ Attended a meeting held by the Water/Sewer working group. We are currently awaiting the award of the federal portion of the water/sewer study appropriation from the Economic Development Administration, which is expected to be decided within the next two weeks.

Activities:

- ☐ Spent the majority of a week assembling materials pursuant to a federal subpoena regarding retail/medical marijuana information.
- ☐ Confirmed that LED streetlight installation will be commencing next week.
- ☐ Began work on the FY 2021 Budget. I am considering expanding the budget document, using the format provided by the DOR in 2017, but I have not yet made the determination whether it is possible in the budget timeframe.
- ☐ Requested support from Senator Moore and Representative LeBoeuf regarding the \$200,855 Town Hall interior door and ADA bathroom grant filed with the Mass Office of Disabilities, as well as the \$6,350 grant request filed with the Secretary of State's office for the refurbishment of two WWII memorials at the intersections of Main/White and Main/Cross streets in Cherry Valley.
- ☐ I am seeking updated quotes for herbicide treatments for the Rochdale, Greenville and Clarks Mill Ponds.
- ☐ Commenced interviews for the Economic Development Coordinator position.

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

Proclamation

WHEREAS, Leicester desires to support its local businesses;

WHEREAS, the existing businesses in Leicester support the community through tax revenue and generous donations to various organizations;

WHEREAS, the holiday season offers a unique opportunity to shop the local businesses that make our community vibrant; and

THEREFORE, the Select Board hereby declare the month of December as
“Shop Leicester First Month”

IN WITNESS THEREOF, *this 18th day of November, 2019*

Sandra Wilson, Chair

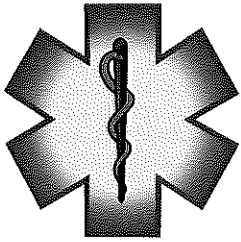
Harry Brooks, Vice-Chair

Rick Antanavica, 2nd Vice-Chair

Dianna Provencher, Member

John Shocik, Member

LEICESTER SELECT BOARD



Town of Leicester • Emergency Medical Services

3 Paxton Street • Leicester, MA 01524

MARK F. WILSON, EMS Director • PHONE: (508) 892-7006

Date: November 12, 2019

To: Select Board

From: Robert F. Wilson *RFW*
EMS, Director

Subject: EMT- Appointments

I respectfully request the Board appoint the following applicant to the position of per diem/on call EMT- Basic for The Town of Leicester Emergency Medical Service, with a six Month probation period.

Drew Dalton	Karl Doane	Paul Pepin
76 Turtle Rd	13 Clark Rd	1500 Main St
Marstons Mills, MA	Spencer, MA	Spencer, MA

This appointment will help solidify the per diem coverage during the weekend and evening hours.

Thanking you in advance for your consideration in this matter.



TOWN OF LEICESTER

Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

TELEPHONE: (508) 892-7016 • FAX: (508) 892-7506

www.leicesterma.org

Rachelle Cloutier, M.Ed.

Director of Elder Affairs

E-mail: cloutierr@leicesterma.org

November 4, 2019

Lions Club of Leicester
Charity Account
P.O. Box 307
Leicester, MA 01524

Thank you for your generous donation of \$100.00 to the senior center. This generosity on the part of the Lions Club will be very helpful in our abilities to serve breakfast to the many veterans, family and individuals who attend this annual event.

Again, thank you so very much.

Rachelle S. Cloutier, M.Ed.
Director of Elder Affairs

Cc: Town Administrator
Select Board



TOWN OF LEICESTER

Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

TELEPHONE: (508) 892-7016 • FAX: (508) 892-7506

www.leicesterma.org

Rachelle Cyr-Cloutier, M.Ed.

Director of Elder Affairs

E-mail: cloutierr@leicesterma.org

November 7, 2019

Paul S. Dory
Leicester Full Time Police Alliance
Leicester Police Department
90 S. Main Street
Leicester, MA 01524

Dear Paul and Full Time Police Alliance:

Thank you for your generous donation of \$250.00 in support of our Veterans breakfast. Your donation is so very critical for us so that we can provide a wonderful breakfast to honor our veterans, families and friends.

Again, thank you so much.

Rachelle S. Cloutier, M.Ed.
Director of Elder Affairs



TOWN OF LEICESTER

Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

TELEPHONE: (508) 892-7016 • FAX: (508) 892-7506

www.leicesterma.org

Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

E-mail: cloutierr@leicesterma.org

November 12, 2019

**Joseph M. Laconte D.P.M., Inc.
1078 West Boylston Street
Worcester, MA 01606**

Dear Dr. Laconte:

Thank you for your generous donation of \$100 in support of our Annual Veterans' breakfast. Every year this event brings together veterans, family members, schoolchildren, staff and others to thank those who served to keep us free.

Your financial support has made an immeasurable difference in our abilities to provide this special breakfast at no charge to all who attended this great event this year. Again, thank you for remembering us.

Sincerely,

**Rachelle S. Cloutier, M.Ed.
Director of Elder Affairs**

**Cc: David Genereux, Town Administrator
Board of Selectmen**

SCHEDULE OF DEPARTMENTAL PAYMENTS TO TREASURER

Date: 11/7/19

\$1,000.00
Grand Total

Received the sum of \$ 1000 for collections as per above schedule filed in my office.

4/12/19

From: [Judy Ivel](#)
To: [Forsberg, Kristen](#)
Subject: Select Meeting Request
Date: Tuesday, November 12, 2019 9:38:13 PM

11/12/2019

TO: Select Board
Town of Leicester

RE: Leicester Summer Concert Series 2020

Ladies & Gentlemen,

In planning ahead for our 30th Summer Concert Series, we respectfully request your permission to place portable toilets in the same location as the last two years, on Town Hall property, near the handicap ramp. It has proven to be a convenient location for all, especially those handicapped.

Thank you in advance for your consideration.

Sincerely,

Judy Ivel
Leicester Summer Series
Concert Coordinator

Referred List Report

Requisition Information

Requisition Number 06026	Division N/A	Department Leicester Police Department
Working Title Police Chief	Job Type N/A	Class Spec Police Chief PChfO (0083F)
Vacancies 1	Desired Start Date N/A	List Type N/A
Owner Kristen Forsberg	Hiring Manager Kristen Forsberg	HR Analyst Susan Towlson
Requisition Type: Examination	I request a Certification, Examination or PAT: Departmental Promotional	Selective Certification EMT: N/A
Selective Certification Bilingual: N/A	Selective Certification Gender: N/A	Contact Full Name Kristen Forsberg
Contact Title Assistant to the Town Administrator	Contact Department Town Administrator's Office	Contact Street Address 3 Washburn Square
Contact City Leicester	Contact State Massachusetts	Contact Zip Code 01524
Contact Office Hours N/A	Minimum Salary \$	Maximum Salary \$
Examination Request: Sole Assessment with Education & Experience	Examination Request Details: Add exam component weights Written/AC/EE N/A	PAT Comments (indicate preview and/or actual PAT dates): N/A
Medical Examination Form pages 1 & 6 attached to requisition: N/A	PAT Contact e-mail address: forsbergk@leicesterma.org	Appointing Authority Name & Title: Leicester Select Board
HRD Use Only-Publish N/A	HRD Use Only - Response Date N/A	
Comments N/A		
Authorization Comments		

Requisition received, sole AC planned for 2019 - SM; Scores sent 9/26/19

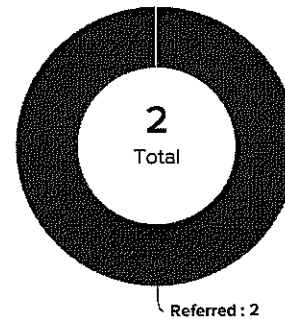
Notes

Chris Dussourd

11/04/2019

If, on 11/04/2021, there is not an eligible list scheduled to be established and replace an existing eligible list, the Department's existing eligible list will be extended for a period of time, but will not exceed three years from the first day of the month the exam was held, in accordance with our revocation policy.

Candidate Information



Signature	Referred Rank	Name	Elig Exp Date	Elig List Type	Referral Code	Status
<i>[Signature]</i>	1	Antanavica, Kenneth M	11/01/2021	Promotional	008281	<input type="button" value="Referred"/> Active
<i>Decline</i>	2	Doray, Sergeant S.	11/01/2021	Promotional	008281	<input type="button" value="Referred"/> Active

Referred List Report

Requisition Information

Requisition Number 05983	Division N/A	Department Leicester Police Department
Working Title Police Lieutenant	Job Type Permanent Full-Time	Class Spec Police Lieutenant PLt1YP (0083C)
Vacancies 1	Desired Start Date 02/01/2019	List Type N/A
Owner Kristen Forsberg	Hiring Manager Kristen Forsberg	HR Analyst Susan Towison
Requisition Type: Examination	I request a Certification, Examination or PAT: Departmental Promotional	Selective Certification EMT: N/A
Selective Certification Bilingual: N/A	Selective Certification Gender: N/A	Contact Full Name Kristen Forsberg
Contact Title Assistant to the Town Administrator	Contact Department Town of Leicester	Contact Street Address 3 Washburn Square
Contact City Leicester	Contact State MA	Contact Zip Code 01524
Contact Office Hours N/A	Minimum Salary \$	Maximum Salary \$
Examination Request Sole Assessment with Education & Experience	Examination Request Details: Add exam component weights Written/AC/EE N/A	PAT Comments (indicate preview and/or actual PAT dates): N/A
Medical Examination Form pages 1 & 6 attached to requisition: N/A	PAT Contact e-mail address: N/A	Appointing Authority Name & Title: Leicester Select Board
HRD Use Only-Publish N/A	HRD Use Only - Response Date N/A	
Comments N/A		
Authorization Comments		

Requisition received, sole AC planned for 2019 - SM; Scores sent 9/26/19

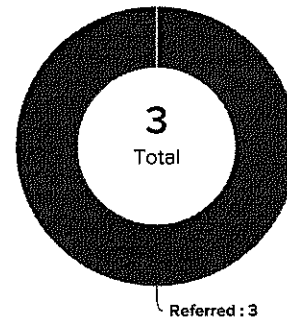
Notes

Chris Dussourd

11/04/2019

If, on 11/04/2021, there is not an eligible list scheduled to be established and replace an existing eligible list, the Department's existing eligible list will be extended for a period of time, but will not exceed three years from the first day of the month the exam was held, in accordance with our revocation policy.

Candidate Information



Signature	Referred Rank	Name	Elig Exp Date	Elig List Type	Referral Code	Status
Decline	1	Antanavica, Kenneth M	11/01/2021	Promotional	008282	Referred Active
Decline	2	Guertin, Craig P	11/01/2021	Promotional	008282	Referred Active
Paul Doray	3	Doray, Sergeant S.	11/01/2021	Promotional	008282	Referred Active

LEASE OF HILLCREST COUNTRY CLUB

THIS LEASE AGREEMENT (hereinafter referred to as “Lease” or ‘Agreement”) is made by and between the TOWN OF LEICESTER, acting through the Select Board or their designee (hereinafter called “Lessor”), and, LESSEE, a Massachusetts limited liability corporation having a usual place of business at ADDRESS (hereinafter called ‘Lessee”).

In executing this Lease, the Lessor is acting in its official capacity and not as an individual. The Lessee shall in no event have recourse to the individual estate of the Selectmen.

THIS LEASE IS MADE UPON THE FOLLOWING COVENANTS, AGREEMENTS, TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS. ALL OF WHICH LESSEE COVENANTS AND AGREES TO PERFORM AND COMPLY WITH, EXCEPTING ONLY AS TO THE COVENANTS OF THE LESSOR

ARTICLE 1

Demised Premises - Term of Lease.

Section 1.01 Upon and subject to the conditions and limitations hereinafter set forth, Lessor does hereby lease and demise unto Lessee the Premises further described as 325 Pleasant Street Leicester, MA, including a clubhouse, nine hole golf course and garage (hereinafter referred to as the “Demised Premises”).

Section 1.02. The term of this Lease shall commence on December 1, 2019, (the “Commencement Date”) and shall expire 1 year after the Commencement Date, on November 30, 2020. Notwithstanding the foregoing, Lessee or anyone performing work for Lessee, including Lessor, may enter the Demised Premises prior to the Commencement Date, for the purpose of commencing Lessee’s improvements to the Demised Premises, or in connection with other transition activities, provided such possession and occupancy shall be under all of the terms, covenants, conditions and provisions of this Lease, except rent which shall not commence until the Commencement Date.

ARTICLE 2

Rent.

Section 2.01. As provided in Section 2.02, the Lessee shall be obligated to pay the Lessor as follows: \$2,000 per month beginning December 1, 2019 and continuing through November 1, 2020;

Lease payments due shall be made in equal monthly installments as stated above due and payable without demand in advance on the first day of each calendar month.

Section 2.02. All payments of rent shall be made to the Lessor at 3 Washburn Square, Leicester, Massachusetts, or as may be otherwise directed by the Lessor in writing.

ARTICLE 3

Utility Services, Taxes, and Other Assessments.

Section 3.01. Lessee agrees 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

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will comply with all contracts relating to any such services. Lessee further agrees to directly pay all charges relating to its insurance obligations under this Lease with respect to the Demised Premises. Said insurance obligations only extend to those obligations of a restaurant facility and golf course. Lessee's charges for such utility usage shall be based upon Lessee's actual usage as separately metered. Wherever separate meters do not now exist, Lessor shall install the same at its sole expense. In the event Lessee is billed directly by the utility company for separately metered utilities, then Lessee shall pay such bills directly to the utility company. Lessee agrees to directly pay all taxes, payments in lieu of taxes, and other municipal assessments to the appropriate municipal entity. Payments made by Lessee pursuant to this section shall in no event be considered additional rent or be off-set against rent payments due to Lessor.

ARTICLE 4

Insurance.

Section 4.01. The Lessee shall not permit any use of the Demised Premises which will make voidable any insurance on the property of which the Demised Premises are a part, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established relating to the use of the Demised Premises for the purposes described in this Lease. In the event Lessee shall be in violation of this Article, Lessor shall give written notice of the reason for such violation to Lessee and such violation shall be treated as a default under Section 14.01 (c) hereof.

Section 4.02. The Lessee shall maintain with respect to the Demised Premises comprehensive general liability insurance in the following amounts:

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 Landlord. The Landlord has determined that the total replacement cost of the Club House as of the date of this agreement is \$300,000 and the replacement cost of the pro shop is \$100,000.

Replacement Cost

Landlord reserves the right to increase the replacement value of the buildings when capital improvements are made to the buildings as permitted under Article 7 and 8. Lessee agrees to increase its fire insurance coverage and comprehensive general liability insurance coverage to an

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amount sufficient to insure the increase of the replacement cost.

Pesticide Liability shall be provided separately, or as a part of the General Liability Coverage, in an amount not less than \$1,000,000.

Insurance coverage in amount and from shall not be deemed acceptable until approved by the Town Counsel of the Town of Leicester.

Lessee will insure with companies reasonably acceptable to Lessor, qualified to do business in Massachusetts and in good standing therein, i.e. companies providing insurance coverage shall be required to have nothing less than an "A" rating or better by the A.M. Best Company of Aldrich, New Jersey.

The Lessee agrees to add Lessor as an additional insured to any and all policies, which insure against injury to persons or damage to property and an umbrella insurance policy providing coverage for an additional \$1,000,000.00 of protection. Lessee shall maintain sufficient fire suppression equipment on the Premises so that insurance for the building will be no greater than insurance of a restaurant building of comparable size.

Section 4.03. During any construction on the Premises undertaken by Lessee, Lessee shall require its contractors and their subcontractors to maintain adequate liability and workmen's compensation insurance in accordance with statutory minimum requirements. The Lessee agrees to add Lessor as an additional insured to any and all policies.

Section 4.04. Lessee shall also maintain a policy for protection against incidents involving the serving of liquor on the Premises in the amount of at least \$1,000,000.00.

Section 4.05 Lessee shall obtain for all employees Workers' compensation insurance consistent with the provisions and amounts as required by current law.

Section 4.06. The Lessee shall deposit with the Lessor certificates of insurance required under this Article, at or prior to the commencement of the term, and thereafter, at least thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall not be canceled without at least thirty (30) days prior written notice to each insured named therein.

ARTICLE 5

Use of Demised Premises.

Section 5.01. The Lessee covenants and agrees to use the Demised Premises only for the purposes of operating a banquet facility/clubhouse, and restaurant and a lounge, with all areas serving a full range of alcoholic beverages and a nine-hole golf course. The Lessor represents and warrants that the Demised Premises are zoned so as to permit the use allowed under this lease. The Lessor further represents and warrants that the size and location of all buildings meet any necessary Town by Laws including parking spaces for regular and handicapped customers. Further the Lessor represents it has clear record and marketable title in fee simple to the land and has good authority to make this Lease and the Demised Premises are not subject to any other lease affecting the Demised Premises. That the Demised Premises is free from any agreement, encumbrances, mortgages, leases agreements or restrictive covenants binding on the Lessor or the land which will prevent the Lessee from conducting on the Demised Premises the business permitted by this Lease.

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Section 5.02. Lessee will not make or permit any occupancy or use of any part of the Demised Premises for any hazardous, offensive, dangerous, noxious or unlawful occupation, trade, business or purpose which is contrary to any law, by-law, ordinance, rule, permit or license, and will not cause, maintain or permit any nuisance in, at or on the Demised Premises. The Lessee hereby agrees not to maintain or permit noises, operating methods or conditions of cleanliness of the Demised Premises or any appurtenances thereto which are reasonably objectionable to Lessor, or otherwise inconsistent with the operation of a first class banquet facility, restaurant and lounge and nine-hole golf course. No sign, antenna or other structure or thing shall be erected or placed on any part of the exterior of said building or erected so as to be visible from the exterior of the building without first securing the written consent of the Lessor. Consent will not be unreasonably withheld by the Lessor. Approval of Lessees plans by Lessor initialing the same shall be deemed consent by the Lessor to the matters disclosed therein.

Section 5.03. Lessee will not permit any abandonment of the Demised Premises or any part thereof except:

- (a) to the extent caused by condemnation,
- (b) to the extent caused by damage to or alterations of the Demised Premises pending restoration thereof or
- (c) as herein otherwise specifically provided or consented to in writing by the Lessor.

Section 5.04. Lessee will not cause or permit any waste, overloading, stripping, damage, disfigurement or injury of or to the Demised Premises or any part thereof: except for the purposes of renovating the Demised Premises.

ARTICLE 6

Compliance with Legal Requirements.

Section 6.01 Throughout the term of this Lease, Lessee, at its sole cost and expense, will promptly comply with all applicable requirements of law and will procure and maintain all permits, licenses and other authorizations required for any use of the Demised Premises permitted by this Lease. Notwithstanding anything in this Lease to the contrary, no provision hereof shall impose an obligation upon Lessee to make structural improvements to the Premises except as necessitated by the work to be performed by Lessee in the Demised Premises in connection with its renovation plans further described in Article 8.

ARTICLE 7

Renovation, Conditions, Repairs and Maintenance

Section 7.01. Lessor has made no representations, warranties or undertakings as to the present or future condition of the Demised Premises or the fitness or availability of the Demised Premises for any particular use, except as expressly provided in this Agreement.

Section 7.02. Throughout the term of this Lease, the Lessee agrees to maintain the non structural and mechanical components, including but not limited to the sprinkler system and any heating or air conditioning system and grease trap installed by Lessee or caused to be installed by Lessee after the date hereof and the interior of the Demised Premises in the same condition as they are in on the Commencement Date or as they may be put in during the term of this Lease, reasonable wear and tear, damage by fire, if insured, or other insured casualty or unavoidable damage

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caused by taking or condemnation by public authority or damage caused by Lessor's neglect only excepted, and whenever necessary, to replace plate glass and other glass therein, Lessees maintenance obligations shall not extend to significant repairs or replacement of the current sprinkler system nor shall Lessee assume liability should the Town's agents adjust such sprinkler system. The Lessor shall be responsible for major repairs and replacements to non- structural and mechanical components (fire sprinklers, HVAC, grease trap, etc.).

Section 7.03. Lessor, or agents of Lessor, at reasonable times, and on at least twenty-four (24) hours advance notice by Lessor, which notice shall not be required to be in writing, shall be permitted to enter upon the Demised Premises to examine the condition thereof; to make repairs, alterations and additions as Lessor should elect to do, to show the Demised Premises to others, and at any time and on at least twenty-four (24) hours advance notice by Lessor which notice shall not be required to be in writing, within six (6) months before the expiration of the term, and for such purposes, Lessee hereby grants to Lessor and any prospective Lessees accompanying Lessor a right of access to the Demised Premises. In no event shall Lessor be required to give notice to gain access in the case of an emergency.

Section 7.04, Lessee agrees to diligently and promptly seek approval of the appropriate authority for those licenses required to permit Lessee to operate a restaurant, banquet facility and lounge at the Demised Premises. (Lessee's obligations under this lease are subject to and contingent upon the issuance of a full liquor license from the Town of Leicester to the Lessee).

ARTICLE 8

Alterations and Additions.

Section 8.01. The Lessee shall not make any alterations or additions, structural or non-structural, to the Demised Premises. Should the Lessee wish improvements be made to the property, Lessee shall submit a written request for such improvements from Lessor. Such improvements will be made at the sole discretion of the Lessor, and will be completed pursuant to the public bidding law, and prevailing wage law, where applicable.

Improvements to the Demised Premises, desired by the Lessee, that are trade related, or cosmetic in nature, or are to repair damage to the premises incurred by the Lessee during the term of this lease, are the sole responsibility of the Lessee, pursuant to approval by the Lessor, with said improvements to the Demised Premises being completed pursuant to the public bidding laws and prevailing wage law, where applicable.

Except as set forth below, any alterations or improvements made by the Lessee or Lessor which are permanently affixed to the Demised Premises or affixed in a manner so that they cannot be removed without defacing or damaging the Demised Premises shall become property of the Lessor at the termination of occupancy as provided herein. Trade fixtures as defined below shall be removed by the Lessee at the end of the term of the lease. Lessee shall repair to the satisfaction of the Lessor, any damage to the Demised Premises caused by the removal of said trade fixtures. Structural alterations, mechanical and electrical alterations, and all other alterations made by Lessee, with Lessor's approval, such approval shall not be unreasonably withheld by the Lessor, in preparing the Demised Premises for Lessee's use shall not be removed.

For the purposes of this Lease, the term 'trade fixtures' shall refer to all equipment, machinery and any similar items which Lessee installs in the Premises, regardless of whether such equipment is attached to the Premises, and would qualify as a fixture under Massachusetts real property law. Included, among Lessee's trade fixtures without limitation of the generality of the

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foregoing, are refrigerators and freezers (including walk-in refrigerators and freezers), ovens, stoves, ranges, disposals, grills, dishwashers, steam tables, counters, bars, bar fixtures, hoods, mixers, kitchen sinks, and light fixtures.

In the event that Lessee installs trade fixtures (hereinafter "additional trade fixtures"), Lessee shall maintain an inventory of such additional trade fixtures and may remove such additional trade fixtures at the end of the term of this Lease.

Section 8.02. Lessee may, from time to time, request the Lessor to approve capital renovations. Approval of such additional capital renovations and creating a capital renovations credit shall be in the sole discretion of the Lessor.

Section 8.03. Notwithstanding Section 8.02, Lessee agrees to spend the sum of \$ in improvements which will include _____ before DATE. **For the purpose of this lease, this section shall not be applicable, as Lessee is expected to make no improvements during this lease period, save repairs that would be considered to be emergency in nature.**

ARTICLE 9

Discharge of Liens.

Section 9.01. Lessee will not create or permit to be created or to remain, and will discharge. any lien, encumbrance or charge (on account of any mechanic's, laborer's, materialmen's or vendor's lien, or any mortgage, or otherwise) made or suffered by Lessee which is or might be or become a lien, encumbrance or charge upon the Demised Premises or any part thereof upon Lessee's leasehold interest therein, having any priority or preference over or ranking on a parity with the estate, rights and interest of Lessor in the Demised Premises or any part thereof, or the rents, issues, income or profits accruing to Lessor therefrom, and Lessee will not suffer any other matter or thing within its control whereby the rights and interest of Lessor in the Demised Premises or any part thereof might be impaired.

ARTICLE 10

Parking & Landscaping & Golf Course and Garage Maintenance

Section 10.01. Lessee shall maintain the exterior parking lot, access road from Pleasant Street, and landscaping on the exterior of the Demised Premises, including the golf course greens.

Section 10.02. Lessee shall be responsible for directly contracting and paying for snow plowing both parking lots and other snow and ice removal services at the Demised Premises, provided, however, that Lessor shall be responsible for snow plowing the access road from Pleasant Street up to the location of the hydrant on the left side of such access road. In the event Lessee informs Lessor that Lessor is not fulfilling its obligation to snowplow the access road, Lessor and Lessee shall modify the obligations provided in this section including a reasonable adjustment in the costs related to such snow plowing.

Section 10.03. Lessee shall clean and maintain the foyer area to provide a common access to the first floor of the Premises.

Section 10.04. Lessee shall receive the approval of the Lessor prior to erecting any signs on the Premises or any signs at the Country Club entranceway. Lessee shall, in addition, be required to comply with all other applicable laws and regulations relating to approval of signs. Consent will not be unreasonably withheld.

Section 10.05 Lessee agrees to perform all care, upkeep , maintenance and special projects of the

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golf course, including but not limited to all tee, green, sand traps, fairways, other grounds, shrubberies, equipment and garage in a manner consistent with the most up –to –date features and techniques utilized in the upkeep and maintenance of a golf course. In addition the Lessee, as directed by the Lessor, will be responsible for projects on the golf course other than previously described as upkeep and maintenance. These projects include but are not limited to building and rebuilding tee areas, traps, cart paths, irrigation and any other project Lessor deems necessary for golf course maintenance.

Lessee is responsible for supplying chemicals, fertilizers and fungicides and any other chemicals necessary for the maintenance of the golf course.

Section 10.06 Lessee will be responsible for all services and utilities required to operate the garage. Any improvements made to the garage shall become the property of the Lessor unless otherwise agreed to by the parties. Lessee will be responsible for making all major repairs to the garage and the equipment normally required to maintain a golf course.

ARTICLE 11

Fire, Casualty and Eminent Domain.

Section 11.01. Should a substantial portion of the Demised Premises or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the Lessor, at its sole option, may elect to terminate this Lease. In the event a substantial portion of the Demised Premises shall be taken by eminent domain, the Lessee at its sole option, exercised by written notice to Lessor within sixty (60) days after Lessee is deprived of the space so taken, may terminate this Lease. When fire or other unavoidable casualty or taking renders the Demised Premises substantially unsuitable for its intended use, or in the event that the Premises cannot be operational due to any other reason other than those described in Article 14.01, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this Lease if

(a) The Lessor fails to give written notice within sixty (60) days after such casualty of its no intention to restore the Demised Premises or provide alternate access, if access has been taken or destroyed; or

(b) If Lessor gives notice of its intention to restore and the Lessor fails to restore the Demised Premises to a condition substantially suitable for their intended use or fails to provide alternate access within one hundred eighty (180) days of such fire or other unavoidable casualty, or taking. The Lessor reserves, and the Lessee grants to the Lessor, all rights which the Lessee may have for damages or injury to the Demised Premises for any taking by eminent domain, except for damages specifically awarded on account of the Lessee's fixtures, property or equipment including moving expenses and other expenses provided to the Lessee pursuant to G.L c. 79A.

ARTICLE 12

Indemnification of Lessor.

Section 12.01 Lessee will protect, indemnify and save harmless Lessor from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including all reasonable attorney's fees and expenses of employees, which may be imposed upon or incurred by or asserted against Lessor by reason of any of the following occurring during the term of this Lease as a result of action or non-action of Lessee or anyone claiming or acting by,

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through or under it, or as a result of anyone dealing with Lessee:

- (a) any work or thing done in or on the Demised Premises;
- (b) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Demised Premises or any part thereof, including, without limiting the generality of the foregoing, the use or escape of water or the bursting of pipes, the failure to remove snow and ice or from the sidewalks bordering upon the property of which the Demised Premises form a part, or any nuisance made or suffered on the Demised Premises;
- (c) any act or omission (with respect to the Demised Premises, or the use or management thereof or this Lease) on the part of Lessee or any of its agents, contractors, customers, servants, employees, licensees, invitees, mortgagees, assignees, sub-tenants or occupants;
- (d) any accident, injury or damage to any person or property occurring in or on the Demised Premises; and
- (e) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease on its part to be performed or complied with.

In case any action or proceeding is brought against Lessor by reason of any such occurrence, Lessee, upon written notice from Lessor, will, at Lessee's sole cost and expense, resist and defend such action or proceeding or cause the same to be resisted and defended, by counsel designated by Lessee and approved in writing by Lessor, which approval shall not be unreasonably withheld.

ARTICLE 13

Mortgages, Assignments and Subleases by Lessee.

Section 13.01. Lessee's interest in this Lease may not be mortgaged, encumbered, assigned or otherwise transferred, or made the subject of any license or other privilege, by Lessee or by operation of law or otherwise, and the Demised Premises may not be sublet, as a whole or in part, without in each case the prior written consent of Lessor, which shall not be unreasonably withheld so long as the nature of the business conducted by said assignee or sublessee and the net worth of said assignee or sublessee is satisfactory to Lessor and said business would not otherwise change the operation of a club house, restaurant, banquet facility and lounge at the Demised Premises including the use of a liquor license thereat, and the execution and delivery to Lessor by the assignee or transferee of a good and sufficient instrument whereby such assignee or transferee assumes all obligations of Lessee under this Lease. From and after any such assignment or transfer, the obligations of each such assignee and transferee and of the original Lessee named as such in this Lease to fulfill all of the obligations of Lessee under this Lease shall be joint and several. Lessee shall pay all reasonable costs incurred by Lessor in connection with any requests by Lessee for Lessor's consent to any such proposed action by Lessee.

Section 13.02. No assignment or transfer of any interest in this Lease, no sublease of the Demised Premises or any part thereof and no execution and delivery of any instrument of assumption pursuant to Section 13.01 hereof shall in any way affect or reduce any of the obligations of Lessee under this Lease, but this Lease and all of the obligations of Lessee under this Lease shall continue in full force and effect as the obligations of a principal (and not as the obligations of a guarantor or surety).

Section 13.03. Each violation of any of the covenants, agreements, terms or conditions of this Lease, whether by act or omission, by and of Lessee's permitted encumbrancers, assignees,

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transferees, licensees, grantees of a privilege, sub-tenants or occupants, shall constitute a violation thereof by Lessee.

ARTICLE 14

Lessor's Right to Sell.

Lessor reserves the right to sell its interest in 325 Pleasant Street – Hillcrest Country Club. However, Lessor will endeavor to protect Lessee's rights under this lease and any extensions thereof in negotiations of the Purchase and Sale agreement with Buyers. In the event of sale, at the Lessor's request, Lessee agrees to deliver to Lessor a certificate stating whether this Lease is in effect and that, to the best of the Lessee's knowledge, there are no defenses or offsets thereto, or stating those claimed by Lessee. In the event of sale of the leased premises or assignment of Lessor's right to receive rent, Lessee may continue to pay rent to the original Lessor until Lessee receives notice from the original Lessor of the sale of assignment. The notice must identify the buyer or assignee, reasonably identify the rights sold or assigned, and must be received at least 10 days before the due date of the rent payment to which it applies.

ARTICLE 15

Default.

Section 15.01. In the event that:

- (a) the Lessee shall default in the due and punctual payment of any installment of rent, or any part hereof; when and as the same shall become due and payable and such default shall continue for more than ten (10) days after written notice is given by Lessor; or
- (b) the Lessee shall default in the payment of any amounts payable directly by Lessee under Article 3, or any part thereof; when and as the same shall become due and payable, and such default shall continue for a period often (10) days after written notice is given by Lessor; or
- (c) the Lessee shall default in the observance or performance of any of the Lessee's covenants, agreements or obligations hereunder, other than those referred to in the foregoing clauses (a) and (b), and such default shall not be corrected within twenty-one (21) days after written notice thereof; or
- (d) the Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or shall seek or consent or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties, or of the Demised Premises, or shall make any general assignment for the benefit of creditors; or
- (e) any court enters an order, judgment or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated or unstayed for an aggregate of sixty (60) days; or
- (f) the Demised Premises or any portion thereof shall be abandoned (unless approved by the Lessor), then Lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Demised Premises, to declare this Lease terminated and to remove the Lessee's effects without prejudice to any remedies which might be otherwise used

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for arrears of rent or other default. The Lessee shall indemnify the Lessor against all loss of rent and other payments which the Lessor may incur by reason of such termination during the residue of the term. If the Lessee shall default in the observance or performance of any condition or covenant on Lessee's part to be observed or performed under or by virtue of any of the provisions and any Article of this Lease, the Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of twelve (12%) percent per annum and costs, shall be paid upon demand to the Lessor by the Lessee as additional rent.

Section 15.02. No failure by Lessor to insist upon strict performance of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon breach thereof and no acceptance of full or partial rent during the continuance of any breach, shall constitute a waiver of any such or of any covenant, agreement, term or condition. No covenant, a term or condition of this Lease to be performed or complied with by Lessee, and no beach thereof shall be waived, altered or modified except by written instrument executed by Lessor. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 15.03. Lessee agrees to save Lessor harmless and indemnified from any and all loss, cost, damage or expense, including reasonable attorneys' fees, which Lessor may incur or suffer as a result of Lessee's default in or nonperformance of the terms or conditions of this Lease. In the event Lessee shall fail or neglect to make any payment of rent or otherwise required to be made to Lessor hereunder, for a period often (10) days from which they are due, then at Lessor's option, such payment shall bear interest at the rate of twelve (12%) percent per annum for the period during which they remain unpaid, which period shall commence from the date on which such payments were due, without regard to grace period.

Section 15.04. Each right and remedy of Lessor provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 15.05. Whenever, under any provision of this Lease, Lessee shall be entitled to receive any payment from Lessor or to exercise any privilege or right under this Lease, Lessor shall not be obligated to make any such payment and Lessee shall not be entitled to exercise any such privilege or right so long as Lessee shall be in default under any of the provisions of this Lease and until after such default shall have been cured, if cured prior to the expiration or termination of this Lease pursuant to the provisions of Section 15.01 hereof. Lessee shall not be entitled to offset rent payable under this Lease any payments due from Lessor to Lessee.

ARTICLE 16

Surrender.

Section 16.01, Lessee shall, upon any expiration or earlier termination of this Lease, remove all

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of Lessee's goods and effects from the Demised Premises. Lessee shall peaceably vacate and surrender to the Lessor the Demised Premises and deliver all keys, locks thereto, and other fixtures connected thereto, unless Lessor requests removal of the same, and all alterations and additions made to or upon the Demised Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by insured fire or other unavoidable casualty or taking or condemnation by public authority or as a result of Lessor's negligence only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Demised Premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereat, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, after ten (10) days notice to Lessee at its address last known to Lessor, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

ARTICLE 16A

Transfer of Operations.

Section 16A.01. The Lessor and Lessee agree that it will be in their mutual interests to cooperate fully with one another to accomplish a smooth transition of operations between the Lessee and succeeding lessee, designated by the Lessor to operate the restaurant and banquet facilities upon the expiration of the lease term, as such terms may be extended. Therefore, the Lessor and Lessee agree to prepare for and carry out the transition in accordance with Sections 16A.02 through 16A.06.

Section 16A.02. The Lessee shall place all deposits received from customers for events that are scheduled to take place after the expiration date of the Lease in a joint escrow account in a bank with a branch office located in Leicester, in the names of the Lessor and Lessee. The amounts escrowed shall not be withdrawn without the signatures of both the Lessor and Lessee. If the Lessee does not obtain a renewal of the Lease, the escrowed deposits shall be transferred to either the succeeding lessee or to the customers, as the Lessor shall determine appropriate, provided, however, that the Lessee shall be entitled to retain \$250 of each deposit for an event to cover its costs for showing the facility and booking the event.

Section 16A.03. The Lessee shall also furnish the Lessor with the names and addresses of customers, dates of bookings, and copies of the Lessee's contracts with all the customers who book events scheduled to take place after the expiration date of the Lease. Such information shall be submitted by the Lessee to the Lessor on a monthly basis. During the process for procuring a new lessee, the Lessor may provide this information to prospective lessees who intend to submit proposals to operate the restaurant and banquet facilities. Upon selection of a succeeding lessee, the Lessor shall provide this information to the succeeding lessee.

Section 16A.04. Within thirty days after the Lessor notifies the Lessee that it does not intend to renew the Lease, the Lessee shall prepare and submit to the Lessor an inventory of all furnishings and equipment on the leased premises, which shall indicate the person who owns such furnishings and equipment.

Section 16A.05. Within thirty days after the Lessor notifies the Lessee that it does not intend to renew the Lease, the Lessee shall meet with the succeeding lessee, as often as reasonably necessary, for the purposes of making all necessary and appropriate arrangements to transfer the liquor license from the Lessee to the succeeding lessee.

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Section 16A.06. The Lessor and Lessee hereby agree that either party hereto, or the succeeding lessee, shall have the right to bring appropriate actions in Worcester Superior Court to carry out the purposes of this Section 16A.

ARTICLE 17

Quiet Enjoyment.

Section 17.01. Lessee, upon paying the rent and other charges herein provided for and pert and complying with all covenants, agreements, terms and conditions of this Lease on its part to be performed or complied with, shall not be prevented by the Lessor from lawfully and quietly holding, occupying and enjoying the Demised Premises during the term of this Lease, except as specifically provided for by the terms hereof

ARTICLE 18

Acceptance of Surrender.

Section 18.01. No surrender to Lessor of this Lease or of the Demised Premises or any part thereof or of any interest therein by Lessee shall be valid or effective unless required by the provisions of this Lease or unless agreed to and accepted in writing by Lessor. No act on the part of any representative or agent of Lessor, and no act on the part of Lessor other than such a written agreement and acceptance by Lessor, shall constitute or be deemed an acceptance of any such surrender.

ARTICLE 19

Notices - Service of Process.

Section 19.01. All notices, demands, requests and other instruments which may or are required to be given by either party to the other under this Lease shall be in writing. All notices, demands, requests and other instruments from Lessor to Lessee shall be deemed to have been properly given if sent by United States certified mail, return receipt requested, postage prepaid, addressed to Lessee at the Demised Premises, or at such other address or addresses as the Lessee from time to time may have designated by written notice to Lessor, or if left on the Demised Premises with an employee of the Lessee. All notices, demands, requests and other instruments from Lessee to Lessor shall be deemed to have been properly given if sent by United States certified mail, return receipt requested, postage prepaid, addressed to Lessor, at Board of Selectmen, Town of Leicester, Washburn Square, Leicester, Massachusetts 01524, or at such other address as Lessor from time to time may have designated by written notice to Lessee.

ARTICLE 20

Separability of Provisions.

Section 20.01. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or contrary to applicable law or unenforceable, the remainder of this Lease, and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or contrary to applicable law or unenforceable, as the case may be, shall not be affected thereby, and each term and provision of this Lease shall be valid, legal and enforced to the fullest extent permitted by law.

ARTICLE 21

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Miscellaneous.

Section 21.01. This Lease may not be modified or amended except by written agreement duly executed by the parties hereto.

Section 21.02. This Lease shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Section 21.03. This Lease may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 21.04. The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of Lessor, his successors and assigns; and Lessee, and Lessee's successors and assigns, and no extension, modification or change in the terms of this Lease effected with any successor, assignee or transferee shall cancel or affect the obligations of the original Lessee hereunder.

Section 21.05. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect.

Section 21.06. In the event this Lease or a copy thereof shall be recorded by Lessee, then such recording shall constitute a default by Lessee under Article 14 hereof entitling Lessor to immediately terminate this Lease. Within a reasonable time after the Commencement Date, Lessor and Lessee shall execute a document in recordable form containing only such information as is necessary to constitute a Notice of Lease, including the first sentence in Section 10.01 hereof.

ARTICLE 22

Bookkeeping and Grounds Audit

Section 22.01 The Lessee shall maintain its own bookkeeping system and departmental tracking (e.g. starts/rounds/cart usage; food and beverage covers tracking) relative to operations of the clubhouse and golf course facilities. Bookkeeping records shall be according to industry standards. Lessor shall have right to inspect such books quarterly for each year of this lease and any extension thereof.

Section 22.02 The Lessee will be required to undergo annual independent maintenance superintendent's and building/grounds audits to verify that the property is being improved and not compromised in any way, and that the chemical restrictions necessary to protect the watershed are being strictly maintained. Allowing the property to further decline and/or use of prohibited chemicals that can endanger the Town's water supply are considered cause for termination of the lease agreement. Lessee agrees to indemnify and hold harmless Lessor for any and all damages caused as a direct result of Lessee's non compliance with chemical restrictions and any state and federal environmental water and pollution statutes and/or regulations.

ARTICLE 23

Extension of Term

Section 23.01 Provided the obligations of Lessee under this Lease shall be then current and not in default, Lessor and Lessee may upon mutually acceptable terms extend the original term of this Lease for 1 additional year(s), commencing upon the expiration of the original term. Except as expressly otherwise provided in this Lease, all the agreements and conditions in this Lease

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contained shall apply to the additional period to which the original term shall be extended as aforesaid.

Lessor is under no obligation to extend the “original term” of this lease.

ARTICLE 24

Liquor License

Section 24.01. It is recognized as set forth in Section 5.01 that service for a full range of alcoholic beverages is an essential element for the operation of the demised premises. In addition to all other requirements of this lease applicable to the liquor license, Lessee agrees that it will obtain and maintain the necessary liquor license for its operation and it will not in any manner mortgage, encumber, alienate or transfer said license except in accordance with Sections 13.01 and 16A. 05 of this Lease. In the event of termination of this Lease in any circumstance other than those provided for in Section 16A, lessee shall forthwith surrender the liquor license to the Town of Leicester. Lessor’s obligations hereunder shall apply to any of its managers, agents, employees or assignees, each of whom shall be required by Lessor to confirm and assume the same in a written instrument reasonably acceptable to the Lessor.

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It is intended that this instrument will take effect as a sealed instrument.

IN WITNESS WHEREOF, the Lessor and Lessee have signed the same this ____ day
of _____ 2019.

TOWN OF LEICESTER

SELECT BOARD

LESSEE

BY _____

MEMBER

APPENDIX 2 – EQUIPMENT

Town- Owned Equipment

1. One (1): Manitowak Ice Machine
2. One (1): Eco-Lab Dishwasher
3. One (1): True three-door refrigerator
4. Two (2): Blodgett Pizza Ovens

**SELECT BOARD MEETING MINUTES
NOVEMBER 4, 2019 at 6:30pm
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

CALL TO ORDER/OPENING

Chairwoman Wilson called the meeting to order at 6:30pm. Chair Sandra Wilson, Vice-Chair Harry Brooks, 2nd Vice-Chair Rick Antanavica, Selectwoman Dianna Provencher, Selectman John Shocik, Student Liaisons Katheryn Stapel and Jacob Stolberg, Town Administrator David Genereux and Assistant to the Town Administrator Kristen Forsberg were in attendance.

1. SCHEDULED ITEMS

a. 6:30pm – One Day Beer/Wine Permit – Becker College, 964 Main Street – December 14, 2019

A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve a one-day beer/wine permit for Becker College on December 14, 2019. The motion carried 5:0:0.

b. 6:35pm - Class II License Policy Discussion

Fire Inspector Mike Wilson discussed proposed changes to the Class II license policy including revising home licenses to ban vehicles for sale on site (license used for auctions only), requiring stamped plans or to-scale plans, Planning Board site plan review (required for more than 20 parking spaces), requiring warranty and price on every car, etc. Mr. Genereux will discuss the current policy, what is required under Mass General Laws, and what can be applied to existing businesses with Town Counsel and report back

2. PUBLIC COMMENT PERIOD

No members of the public provided comment

3. REPORTS & ANNOUNCEMENTS

a. Student Liaison Reports

The Student Liaisons provided updates from the Leicester Public Schools.

b. Veterans Day Proclamation

Ms. Wilson read a Veterans Day Proclamation from the Massachusetts Statehouse.

c. Eagle Scout Ceremony – Timothy Cehon

Timothy Cehon has invited the Board to attend his Eagle Scout ceremony. Mr. Shocik will attend the event and present a certificate on behalf of the Board.

d. Select Board Reports

The Select Board discussed various topics including a fundraiser for the Christmas display on Waite Street at the Knights of Columbus, checking wood stoves and stove pipes, signing up for fuel assistance, the CV Legion World Series pool to benefit the CV Legion Baseball League, meeting two men walking across the State to bring attention to homeless veterans and those with PTSD, don't burn wet wood and cover wood to keep it dry, Thanksgiving dinner at the Senior Center sponsored by Senator Moore, the Lions Halloween party and parade, a free forestry workshop on January 28th at 6pm at Town Hall, the hemp workshop and tour of Cultivate, the upcoming Veterans breakfast, the SEPAC ice cream social on November 14th, the water/sewer working group meeting held this afternoon and upcoming events at the Swan Tavern which has been refurbished.

e. Town Administrator Report

The Town Administrator presented highlights from his written report.

4. RESIGNATIONS & APPOINTMENTS

a. Appointment – Interim Building Commissioner/Zoning Enforcement Officer

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to appoint David McRae as the Interim Building Commissioner/Zoning Enforcement Officer for the Town of Leicester. The motion carried 5:0:0.

5. OTHER BUSINESS

a. Senior Center Donation

A motion was made by Mr. Brooks and seconded by Ms. Provencher to accept a \$100 general donation to the Senior Center. The motion carried 5:0:0.

b. Transfer of Vehicle from Police Department to Fire Department

A motion was made by Ms. Provencher and seconded by Mr. Shocik to transfer a 2017 Ford Utility frontline marked patrol vehicle from the Police Department to the Fire Department. The motion carried 5:0:0.

c. Declare Police Department Vehicles Surplus

A motion was made by Ms. Provencher and seconded by Mr. Shocik to declare five police vehicles (1996 Chevy pickup truck, 1999 Dodge Ram, 2003 Chevy Cavalier, 2003 Honda dirt bike and a custom chopper) surplus. The motion carried 5:0:0.

d. Declare Furnitures, Fixtures and Equipment at Memorial School Surplus

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to declare various remaining furniture, fixtures and equipment at Memorial School surplus and to ask the School Department to assist with cleanup of remaining items. The motion carried 5:0:0.

e. Opt-Out of Central Mass Regional Stormwater Coalition

The Board discussed opting out of the Central Mass Regional Stormwater Coalition as the Town has a stormwater consultant and the Highway Superintendent is a working superintendent without engineers or staffing to run these programs and attend Coalition meetings. A motion was made by Mr. Brooks and seconded by Mr. Antanavica to opt out of the Central Mass Regional Stormwater Coalition. The motion carried 5:0:0.

f. Fire Station Construction Budget Expenditures

Town Meeting denied the requested funds for the radios and the fence at the Fire Station. The Board discussed waiting until the issues with the retention ponds are resolved before revisiting these items. Leicester does not currently have an emergency command center which would require radio capability, but the police station radios could potentially be used in case of emergency. There is \$44,077.15 remaining in the Fire Station construction budget. This matter will be discussed before the Public Safety Committee and Mr. Genereux will report back to the Board.

g. FY20 Licensing Renewals

Class II	Route 9 Auto Group	1323 Main Street, Leicester
Class II	Charles Siwek d/b/a Siwek Auto	350 Marshall Street, Leicester
Class II	Deer Pond Auto Repair Services Inc.	14 Huntoon Memorial Hwy, Leicester
Auto Body	Deer Pond Auto Repair Services Inc.	Same
MV & Motorcycle Repair	Deer Pond Auto Repair Services Inc.	Same
Class II & III	Blue Collar Vintage Salvage	468 Auburn Street, Leicester
MV Repair	Desmarais Auto Repair	1067 Stafford Street, Rochdale
Xmas Tree	G&L Auto Sales	449 Main Street, Cherry Valley

A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the vehicle license renewals as presented contingent upon passing inspection by the Fire Inspector. The motion carried 5:0:0.

A motion was made by Mr. Brooks and seconded by Ms. Provencher to approve the outdoor business license for G&L Auto Sales for Christmas tree sales. The motion carried 5:0:0.

6. MINUTES

a. October 21, 2019 & October 22, 2019

A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the minutes of October 21, 2019 and October 22, 2019. The motion carried 5:0:0.

b. Executive Session Minutes – October 7, 2019

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to approve the executive session minutes of October 7, 2019. The motion carried 5:0:0.

A motion to adjourn was made by Mr. Brooks and seconded by Mr. Antanavica at 8:15pm. The motion carried 5:0:0.

Proposed Executive Session Motion

Board Member 1

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

Exception #7 To comply with, or act under the authority of, any general or special law (executive session minutes)

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

Board Member 2

Second

Chairperson

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

VOTE BY ROLL CALL