



AMENDED

PUBLIC NOTICE POSTING REQUEST

OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING: X

DATE: June 21, 2021

TIME: 6:00pm

LOCATION: Select Board Conference Room, 3 Washburn Sq -OR- Virtual (see below)

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***

<https://global.gotomeeting.com/join/261726509>

-OR-

(224) 501-3412; Access Code: 261-726-509

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 6:00pm – Class II License Violation Hearing – Prestige Auto
- b. 6:15pm – Host Community Agreement – Your Green Package
- c. 6:30pm – Anderson Strategic Advisors – Community Compact Permitting Grant
- d. 6:45pm – Road Opening Permit Revisions Discussion/Vote

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Town Administrator Report
- c. Select Board Reports
- d. Rochdale VFW Post 7556 75th Anniversary

4. RESIGNATIONS & APPOINTMENTS

- a. Appointment – Van Driver – Edward Bauer
- b. Appointment – Regional Health Officer – McKenzie Falker
- c. Appointment – Regional Health Coordinator – Amy McNerney

5. OTHER BUSINESS

- a. Contract – DIS Director – Michelle Buck
- b. Town Administrator Vacation Carry Over Request
- c. FY22 Select Board Committee Voting/Liaison Positions
- d. Set Trick or Treating Date and Time

6. MINUTES

- a. June 14, 2021

ADJOURN



Town of Leicester
OFFICE OF THE SELECT BOARD

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

June 14, 2021

Jack Bahnan
Prestige Auto
200 S. Main Street
Leicester, MA 01524

Dear Mr. Bahnan:

This purpose of this letter is to notify you that a **public hearing to consider whether to suspend, revoke or take other action** relative to the Class II dealer license and motor vehicle repair license for Prestige Auto (**Exhibit A**) will be held on **Monday, June 21, 2021 at 6:00pm** at the Leicester Town Hall, Select Board Conference Room, Lower Level, 3 Washburn Square.

The Leicester Select Board, as the Town's licensing authority under G.L. c.140, §§ 57-59 and Chapter 9, Sections 25-26 & 31 of the Town's General By-laws, will hold a public hearing pursuant to G.L. c. 140, § 59, the Town's Class II Second Hand Motor Vehicle License Holder Policy (**Exhibit B**) and Chapter 9, Sections 25-26 & 31 of the Town's General By-laws.

On February 1, 2021, you were sent the enclosed letter (**Exhibit C**) outlining issues that violate the Town's Class II License policy and asking you to begin addressing these issues. On June 1, 2021, you were sent a follow-up letter (**Exhibit D**) from the Fire Inspector. To date, these issues have not been rectified.

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

Sincerely,

David A. Genereux
Town Administrator

Cc: Select Board
Fire Inspector
Building Inspector

Exhibit A

NUMBER
CL217-21

THE COMMONWEALTH OF MASSACHUSETTS

FEE
\$100.00

TOWN OF LEICESTER



**USED CAR DEALER LICENSE - CLASS II
TO BUY AND SELL SECOND-HAND MOTOR VEHICLES**

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto **Prestige Auto Center Inc., owner Jack Bahnan**, is hereby licensed to buy and sell second-hand motor vehicles at **200 South Main Street, Leicester, MA 01524** on the premises described as follows:

RESTRICTIONS:

One hundred and fifty (150) vehicles for sale. Storage for thirty-five (35) disabled vehicles to be hidden in area in back of garage. Map on file in the Selectmen's Office.

ISSUED: 2/10/21

Kristen Forsberg, Assistant Town Administrator
Select Board

THIS LICENSE EXPIRES DECEMBER 31, 2021

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES

NUMBER
MV12-21

THE COMMONWEALTH OF MASSACHUSETTS

FEE
\$50.00

TOWN OF LEICESTER



MOTOR VEHICLE REPAIR LICENSE

This is to certify that **Prestige Auto Center Inc., owner Jack Bahnan, 200 South Main Street, Leicester MA 01524** is hereby granted a license for Motor Vehicle Repair in conformity with all Statutes and Ordinances relating thereto.

PROPERTY DESCRIPTION AND RESTRICTIONS:

Same as Class II license.

ISSUED: 2/10/21

Kristen Forsberg, Assistant Town Administrator
Select Board

THIS LICENSE EXPIRES DECEMBER 31, 2021

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES



Exhibit B

Class II Second Hand Motor Vehicle License Holder Policy

Issued in accordance with the Town's General Bylaws, Chapter 9, Section 31

Adopted by the Board of Selectmen on November 20, 2017

Vehicle Conditions and Notices

All vehicles for sale which are parked outside of a building must be in saleable and drivable condition. Dealer must affix "Used Vehicle Warranty Law" notices on the windows or dashboard of used vehicle that are offered for sale as required by Massachusetts General Laws, Chapter 90, Sections 7N ¼ and 7N ½, and 201 CMR 11.00. The sale price of the vehicle must be posted on the vehicle's windshield.

Access Road

An access road is required through the property. The minimum width of this access road shall be twenty (20) feet and the road will start at the main entrance.

Vehicle Parking

Vehicles must be parked a sufficient distance from the public way so as not to interfere with sidewalks or roadways and so as not to create a site line hazard as determined by the Police Chief or his/her designee. An approved parking plan shall be available on site for any inspections. The dealer must maintain at least two feet of clearance between all vehicles on display. All spaces delineated on the approved parking plan shall be marked out with lines, on the surface of the property, except for lots that are storage or non-asphalt surfaces. Vehicles must be parked in accordance with Zoning Bylaws and the Planning Board's Parking Regulations and parking spaces shall be a minimum of 9x18 feet.

Outdoor Lighting

Outdoor lighting must not impose on any abutting properties.

Office Requirements

Except in the case of an approved home business selling used cars in accordance with all zoning and fire restrictions, an office will be located in the building where the business will be located and accessible from the outside. A sign listing the name of the business and the hours of operation is required on the property; either freestanding or on the office door/window.

Logbook

The logbook tracking the sale of used cars shall be on the premises at all times. An inspection of the Used Vehicle Inventory Book for each dealership may be conducted by the Police Department as needed.

Fencing

Appropriate fencing may be required if, in the opinion of the Board of Selectmen, it is deemed necessary to control access to the property or to maintain the aesthetic value of the neighborhood.

**Repairs**

No repair work may be conducted without a Motor Vehicle Repair License. No repair work shall occur outside of a building except for minor emergency or reactive repairs to be completed by the end of the workday (e.g. lightbulbs, batteries, wiper blade replacement, tire replacement).

Fire and Safety Inspection

Prior to license issuance or renewal, the Fire Department will conduct a fire and safety inspection. Any violations that are noted must be corrected prior to the renewal or issuance of the license.

Rubbish, Debris and Spare Parts

All rubbish and debris will be kept in an approved steel rubbish container with a cover. The cover will remain closed at all times. No spare or junk parts may be stored outside of a building. Scrap metal must be kept in a recycling container and emptied on a regular basis. Properties must be kept clean and maintained at all times.

Flammable or Combustible Liquids or Gasses

No storage of flammable or combustible liquids in quantities greater than five (5) gallons will be allowed without a permit from the Fire Department. Applications are available at Fire Headquarters. No storage of flammable or combustible gases in quantities greater than forty (40) cubic feet will be allowed without a permit from the Fire Department. Applications are available at Fire Headquarters. Parking of vehicles, not related or incidental to the operation of the business, that store flammable or combustible liquids or gases will not be allowed on the site.

Used Batteries

Used batteries shall be stored in liquid tight containers.

Emergency Contacts

The facility must keep an up-to-date list of emergency contacts at the Fire Station.

Cutting & Welding Operations

All cutting and welding operations shall comply with the requirements of 527 CMR 39 and are required to obtain local Fire Department permits.

Open Burning

No open burning will be allowed on the site at any time.

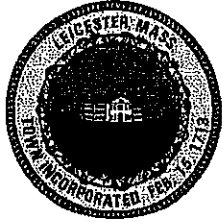
Spills

The licensee must maintain a supply of spill containment equipment on site as approved by the Fire Inspector. Any spills of flammable or combustible liquids greater than one gallon must be immediately reported to the Fire Department.

Fire Extinguishers

Portable fire extinguishers will be required at the facility, the number and location of same to be determined by the Fire Department

Exhibit C



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

February 1, 2021

Jack Bahnan
Prestige Auto
200 S. Main Street
Leicester, MA 01524

Dear Mr. Bahnan:

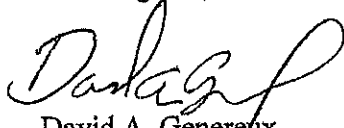
As part of your application for a Class II license, you were required to submit a layout for all cars on site. The current configuration of your lot does not match your layout. I have attached the plan you originally submitted for your reference. This layout must be followed.

The current layout of cars at your property does not allow enough fire access and the cars are spaced too close together. Per the enclosed Class II Policy, cars are to be 2 feet apart and spaces are to be a minimum of 9x18 feet. We would also like to remind you that per Town Bylaws, no junk vehicles are allowed to be stored on site at any time.

We ask that you begin rectifying these issues immediately so that we can issue your full year long license.

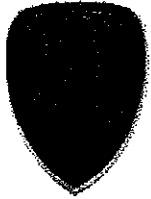
Should you have any questions, please contact our office at 508-892-7077.

Best Regards,


David A. Genereux
Town Administrator

Cc: Fire Inspector
Building Inspector

Exhibit D



CHIEF
MICHAEL R. DUPUIS

TOWN OF LEICESTER FIRE DEPARTMENT
3 PAXTON STREET
LEICESTER, MASSACHUSETTS 01524



OFFICE (508) 892-7022

Town of Leicester
3 Washburn Square
Leicester, Ma 01524
CC: Prestige Auto

June 2, 2021

To whom it may concern;

I'm notifying you that Prestige Auto at 200 South Main St. is in violation on their Repair/Class II license. The parking plan that they submitted to the town does not correlate with the way they are doing business at this location. The Building inspector and myself spoke with Jack Bahnan on April 29, 2021 with our concerns with the location and the amount of vehicles on site, also it doesn't match his parking plan. Jack told us that he would reach out to Kristen at the Town Hall to see what he could do. I spoke to Kristen on June 2, 2021 and the Administrators office has not heard from Mr. Bahnan. Here is the list of violations.

1. Over the limit of cars (repair/ class II)
2. No fire lanes (around the building or in the back lot)
3. Storage of fuel in the building (cars in the building)
4. No handicap parking or signage
5. Storage of tires and vehicle parts against the building
6. Waste oil storage for heating

Captain Mike Wilson

Fire Inspector

FADED LLC dba YOUR GREEN PACKAGE

CITY/ TOWN OF Leicester SelectBoard Meeting
Monday, June 21st, 2021

WHO WE ARE

- Faded LLC ("Your Green Package") is committed to manufacturing consistent, high-quality marijuana and marijuana products in the Commonwealth of Massachusetts.
- Your Green Package will produce and offer for sale a variety of marijuana strains, extractions, and Marijuana Infused Products (MIPs) in accordance with M.G.L. Ch. 94G and the Massachusetts Cannabis Control Commission's ("Commission") Regulations at 935 CMR 500.000 et seq.
- Your Green Package has assembled a Management Team consisting of Massachusetts residents with a combined experience that includes engineering, construction, business operations and management, marketing, communications, marijuana facility design, security, and product manufacturing and processing operations.
- Your Green Package endeavors to operate an adult-use Product Manufacturer facility at 488 Stafford Street, Leicester, MA, 01611

MANAGEMENT TEAM



Christopher Fevry - Co-Founder & CEO

- ❑ Massachusetts based
- ❑ Bentley University graduate with a double major in Management w/ a concentration Entrepreneurship and Global Perspectives.
- ❑ Previous President of the MA Cannabis Association for Delivery that led the charge in the successful creation of the new delivery license. Currently, VP of Operations at Plymouth Armor Group (largest licensed 3rd party cannabis transporter).
- ❑ Prior to entering the cannabis space, he worked at a tech startup helping grow that company from zero dollars in revenue to 2 million. Chris, brings deep understanding of cannabis regulations, team building, and operations experience to the team.



Lourdharry Pauyo - Co-Founder & Chief of Staff

- ❑ Massachusetts based & Social Equity Applicant
- ❑ Graduated from UMASS Amherst with a degree in Building Construction Technology.
- ❑ Dharry has had many years of working in customer relations and understands the entire customer experience.
- ❑ Works as a Real Estate Agent at Keller Williams Realty (#1 Real Estate Firm in the Country).
- ❑ Dharry does an excellent job at building relationships, solving complex problems, and helping assess buildout requirements.

Mentors



Caroline Frankel- CEO of Caroline's Cannabis - Mentor

- Caroline's Cannabis is the first woman-owned and operated marijuana retailer, and first general applicant to commence operations in MA.
- Graduate from Johnson & Wales University with a Bachelor's Degree in Business Management
- Commenced retail operations in 2019, her store is located in Uxbridge, MA
- Massachusetts Resident & Social Equity participant

Advisors



- Dennis Kunian - Cannabis Consultant - Advisor
- United States Veteran & MA Resident
- Dennis was intimately involved in all aspects of launching 13 dispensary and cultivation facilities throughout the Midwest and Northeast
- Dennis led the Colombia care team that was responsible for the first dispensary license in Boston, and the opening of cultivation and dispensary facilities in Lowell and Greenfield Massachusetts
- Dennis has served on the board of numerous state and national opiate addiction task forces and is active in Massachusetts state and federal politics, specifically as a consultant to Senator Ed Markey

Security Advisor



Jason Lindsay- Security Services Executive @ Johnson Controls

- 6 years working in the Security Business
- 3 years' experience in designing systems in both residential and commercial applications
- Specializes in Intrusion, Access Control & Video Solutions

Traffic Advisor



Anthony Capachietti - Project Manager @ Hayes Engineering

- 25-years of Land Survey and Civil Engineering experience, including 12-years with Hayes Engineering, Inc. A wide breadth of land development experience from single-family homes to large-scale residential and commercial developments.
- 7-years experience in the management of municipal water distribution systems.
- Managed the engineering design, permitting, and construction of various phases of 130 marijuana facilities in the Commonwealth of Massachusetts since the legalization of medical cannabis.

CANNABIS CONTROL COMMISSION

ADULT-USE MARIJUANA ESTABLISHMENT

APPLICATION PROCESS

- In April 2018, the Commission began accepting applications for adult-use marijuana establishment license types.
- All applicants must submit to the Commission a complete application. As part of the Application of Intent submission, applicants are required to engage with the local community prior to filing the application.
- Once the Commission notifies an applicant that the submitted application is considered complete, the Commission will grant or deny a provisional license within 90 days.
- The provisional licensee's architectural plans must then be approved by the Commission to enable the applicant to begin construction or renovation of the facility.
- The Commission will then conduct a series of on-site inspections before issuing the applicant a final license, which is followed by further inspections before commencing sales.



PRODUCT MANUFACTURING OPERATIONS

- Your Green Package's marijuana and marijuana products will be tested by a licensed Independent Testing Laboratory for cannabinoid content and biological and chemical contaminants prior to sale.
- All edible marijuana products will be prepared, handled, and stored in accordance with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
- All marijuana flower, concentrates, extracts, and edible products will be packaged and labeled in compliance with the Commission's regulations.
- Your Green Package will not produce edibles in the shape of a human, animal, or fruit, or sporting-equipment item, including artistic, caricature, or cartoon renderings

SECURITY

- Your Green Package will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees, customers and the local community
- The exterior of the facility and the surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times
- Only Your Green Package's registered agents and other lawful visitors (e.g. contractors, vendors) will be authorized to access to the facility, and a visitor log will be maintained in perpetuity
- All agents and visitors will be required to visibly display an ID badge, and Your Green Package will maintain a current list of individuals with access
- Your Green Package will have security personnel on-site during business hours
- Your Green Package's state-of-the-art security system will consist of a perimeter alarm on all exit and entry points and perimeter windows, as well as duress, panic, or hold-up alarms connected to local law enforcement for efficient notification and response in the event of a security threat
- The system will also include a failure notification system that will immediately alert Your Green Package's Executive Management Team if a system failure occurs
- Your Green Package will maintain continuous operation of the security alarm system in the event of a power outage
- Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage

PREVENTING DIVERSION

- Your Green Package will institute a policy for the immediate dismissal of any Marijuana Establishment Agent who has diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission.
- Your Green Package will not engage in any marketing, advertising, or branding practices that are targeted to, deemed to appeal to, or portray minors under 21 years of age.
- Your Green Package will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors.
- Your Green Package will not manufacture any edible products that resemble a realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings.
- Any marketing, advertising, and branding materials for public viewing will include, inter alia, a warning stating, “**For use only by adults 21 years of age or older. Keep out of the reach of children.**”
- Your Green Package's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website.
- All visitors to the facility must be 21 years of age or older.

PREVENTING NUISANCE

Our success as a cannabis operator is predicated upon our commitment to work with the surrounding community in such a way that we are viewed and operate as good business neighbors. Video and live surveillance will be made available to law enforcement officers and the Commission. Furthermore, video and live surveillance will be maintained to ensure that the establishment does not create nuisance conditions in the parking area, sidewalk, street, and area surrounding the premises and adjacent properties. No cannabis or cannabis products will be visible from the exterior of the site.

The following behaviors will not be permitted on site:

- Any disturbance of the peace
- Public consumption of cannabis
- Illegal drug activity under state or local law
- Littering
- Loitering or pedestrian / vehicular traffic
- Illegal parking or violations of state and local traffic laws

Your Green Package will work diligently and in good faith with Leicester to address any nuisance concerns brought to its attention by members of the community.

BENEFITS TO Leicester

Your Green Package looks forward to working cooperatively with City/Town of Leicester to ensure that Your Green Package operates as a responsible, contributing member of the local community. The City stands to benefit in various ways from Your Green Package siting a Marijuana Establishment, including but not limited to the following:

- **JOBS** A marijuana product manufacturing facility is estimated to add 10-20 full-time and part-time jobs with a preference to hire local residents.
- **MONETARY BENEFITS** A Host Community Agreement with significant community impact fee payments would provide the City with additional financial benefits beyond local taxes.
- **ACCESS** Your Green Package will provide eligible consumers 21 years of age and older with access to consistent, high-quality marijuana and marijuana products that are regulated and tested for cannabinoid content and contaminants. This will help to eliminate the current black market, in which consumers are not required to verify their age and marijuana products are not tested.
- **CONTROL** In addition to the Commission, the Leicester Police Department and other municipal departments will have oversight over Your Green Package's security systems and processes.
- **RESPONSIBILITY** Your Green Package is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.

YOUR GREEN PACKAGE

Christopher Fevry - chris@yourgreenpackage.com - 401-261-2950

Thank you for your time and consideration.
We look forward to answering any of your questions.

**TOWN OF LEICESTER
AND
FADED, LLC**
HOST COMMUNITY AGREEMENT FOR THE SITING OF AN INDOOR MARIJUANA CULTIVATOR,
MARIJUANA PRODUCT MANUFACTURER, AND MARIJUANA TRANSPORTER
IN THE TOWN OF LEICESTER

This Host Community Agreement (“Agreement”) is entered into pursuant to M.G.L. 94G, § 3(5)(d) this 21st day of June, 2021 by and between **FADED LLC** (the “**Operator**”) a Massachusetts limited liability company, whose principal address is 30 Hemlock Street, Brockton, MA, 02302, and is seeking to open a Marijuana Establishment at 488 Stafford Street, Leicester, MA, 01524 (the “**Property**”) and the **Town of Leicester** a Massachusetts municipal corporation with a principal address of 3 Washburn Square, Leicester, MA 01524 (the “**Town**”).

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

- F. **WHEREAS**, Operator will satisfy the purpose and intent of the voters and the Act by providing marijuana for adult use, educational materials and related products to citizens of the Town and throughout the Commonwealth of Massachusetts; and
- G. **WHEREAS**, Operator intends to provide certain benefits to the Town upon receipt of CCC licensure to operate a Facility in Town and all required local approvals to do so; and
- H. **WHEREAS**, notwithstanding the anticipated benefits to certain members of the community, the Operator and the Town agree that the Facility will impact Town resources in ways unique to the business of the Facility and will draw upon Town resources such as Town's road system, law enforcement, fire protection services, inspectional and permitting services, public health services in a manner not shared by the general population and may cause additional unforeseen impacts upon the Town; and
- I. **WHEREAS**, Massachusetts General Laws chapter 94G, § 3(d) states "that a marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center. An agreement between a marijuana establishment or a medical marijuana treatment center and a host community may include a community impact fee for the host community; provided, said impact fee shall not amount to more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years.

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

1. Compliance: Operator and Town shall comply with all applicable provisions of M.G.L. c. 94G, as affected by Chapter 55 of the Acts of 2017 and the CCC Regulations as the same may be amended from time to time; and the Leicester General Bylaws, Zoning Bylaws and all laws, rules, regulations and orders applicable to the operation of a Marijuana Establishment in the Town, such provisions being incorporated herein by reference, and Operator shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of a Marijuana Establishment.
2. Community Impact Fee: Operator shall pay a community impact fee as required by M.G.L. c. 94G, § 3 (d) (the "**Community Impact Fee**") in the amounts and under the terms provided herein. The Operator shall furnish the Town with annual Profit and Loss Statements, as soon as they become available, reflecting Gross Annual Revenues (as defined herein) of the Facility located within the Town. Additionally, the Operator shall provide the Town with copies of all of

its periodic financial filings with agencies of the Commonwealth documenting Gross Annual Revenues.

3. Application of Impact Fee: The Operator acknowledges and agrees that the Town is under no obligation to use the Community Impact Fee payments made hereunder in any particular manner and that the payments are classified as General Fund under M.G.L. c. 44, § 53.
4. Calculation of Community Impact Fee Payments: Subject to adjustment or modification as set forth in this Agreement, Operator shall pay to the Town one and one-half percent (1.50%) of the Operator's Gross Annual Revenues as the Impact Fee for gross annual revenues between one dollar (\$1.00) and one million dollars (\$1,000,000). If the Gross Annual revenue of the Operator exceeds one million dollars (\$1,000,000) annually in any given year, the Community Impact Fee shall be three percent (3%) of the Operators Gross Annual Revenues that are in excess of one million dollar(\$1,000,000) threshold.
5. Commencement Date of Agreement: For the purposes of calculation of the Community Impact Fee paid to the Town, this agreement is effective as of the commencement of operations at the Facility location ("**The Operations Commencement Date**") by the Operator. The Operator shall notify the Town in writing when the Operator commences sales within the Town.
6. Dates of Community Impact Fee Payments: Following the Operations Commencement Date, payment on sales for the first calendar year of operations, which is anticipated to be calendar year 2022, shall be due and payable upon by May 15, 2023. Payments made in successive years shall be made once annually, on May 15th of each consecutive year, through the earlier of either the end of the fifth year of operation following the Operation Commencement Date; or the maximum time permitted under M.G.L. c. 94G, § 3 (d) (each an "**Annual Payment**" and collectively the "**Annual Payments**").
7. Gross Annual Revenues: The term "**Gross Annual Revenues**" shall mean the grand total of all Operator's revenue associated with the operations of the Facility.
8. Amendment of Impact Fee Payment Date: At the option of the Operator, the payment date may be amended once, by written request, to align with the Operator's fiscal year or quarterly tax filing obligations for ease of administration, but such amendment shall not change the total amount due.
9. Annual Review of Community Impact Fee: Notwithstanding anything to the contrary herein, every year after the Operation Commencement Date the Town and Operator shall jointly review the Impact Fee and may increase or decrease the Annual Payment (as the case may be) but in no event shall the Annual Payment exceed three percent (3%) of the Operator's Gross Annual Revenues

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

- c. OPERATOR is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then

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

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

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

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

Agreement terms. Should Operator enter into an agreement with any other municipality for the siting of a combined Marijuana Cultivator, Marijuana Product Manufacturer and Marijuana Transporter at terms materially more favorable to that municipality than the terms of this Agreement are to Town, this Agreement shall be modified to reflect those terms.

Notwithstanding the foregoing, should Operator enter into an agreement with any other municipality for the purpose of operating one or more Marijuana Establishments that do not combine a Marijuana Cultivator, Marijuana Product Manufacturer and Marijuana Transporter, this Agreement shall not be modified.

24. Location; Additional Operations: This Agreement applies to the proposed Facility to be located at 488 Stafford Street, Leicester. This agreement will remain in force should the Operator chose to move or transfer operations to a different location within the Town. Should the Operator and the Town agree to allow the Operator to site another facility within the Town, the Operator and the Town shall agree to negotiate an additional agreement.
25. Assignment: Neither the Town nor the Operator shall assign, sublet or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided however such consent shall not be required in the event such transfer or assignment is between the Operator and another entity which is authorized by the CCC to operate the Facility pursuant to a Certificate of Registration granted by it, or if such assignment or transfer is the result of a merger or consolidation with the Operator.
26. Agreement as to Agricultural Exemption: Operator agrees to comply with all laws, rules, regulations and orders applicable to the Facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the operation of the Facility. The Operator agrees not to assert or seek exemption as an agricultural use under the provisions of from the requirements of the Town's Zoning Bylaws pursuant to M.G. L. c. 40A, § 3.
27. Retention of Regulatory Authority: By entering into this Agreement, Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.
28. Notices: Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
29. Severability: If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the

validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

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

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

[SIGNATURES TO FOLLOW]

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

For the Town of Leicester, Massachusetts:

For Faded LLC:

Rick Antanavica
Chair

By: Christopher Fevry
Its: Manager

Jon Shocik
Vice Chair

Herb Duggan
Second Vice Chair

Allen Phillips
Member

Dianna Provencher
Member

Approved as to Form:

Christopher J. Petrini, Town Counsel

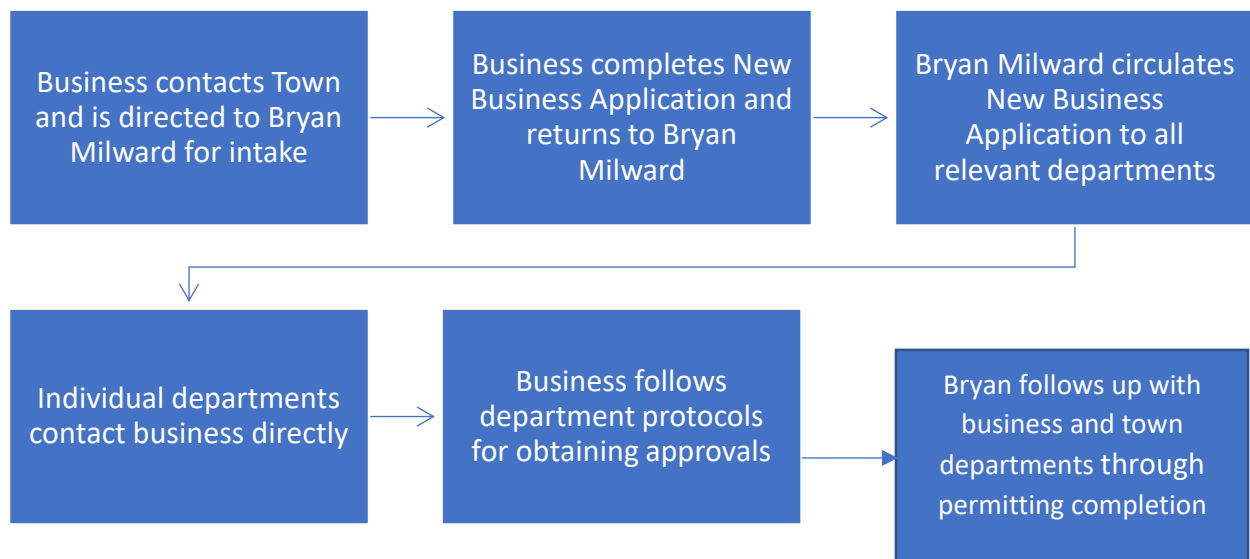
2021.06.17 FADED Host Community Agreement (1206-01) TC redline

TOWN OF LEICESTER ECONOMIC DEVELOPMENT REVIEW

DELIVERABLE: WORKFLOW ANALYSIS

All new businesses should feel welcomed and excited to do business in Leicester. The intake process should work to eliminate duplication, providing ongoing support from start to finish, and should be as easy as possible to attract new investment to the community. The Town of Leicester has taken some important early steps toward achieving these goals.

The Town of Leicester has introduced standard protocols for business and permitting intake. For new businesses looking to form in Leicester, the Town utilizes a New Business Application Form. The applicant contacts Bryan Milward, Assistant to the Town Administrator who assists with business development. Bryan Milward shares the New Business Application with the applicant, who is responsible for completing the form and returning it to Bryan, who then distributes the form to the various town departments. Each relevant department makes contact with the new business individually for further investigation and additional discussion about requirements and process with the applicant. From there, the new business follows the standard protocols for each required approval.



This business protocol is a new and evolving process in Leicester. The protocol draws on permitting best practices by providing a single point of contact, standardizing the business intake process, improving customer service for new businesses, and allowing the Town to collect new data on business in town. The relevant town departments find the process to be very useful and effective, and a major improvement over older ways of doing business; however there are opportunities to improve upon this process and make it even more useful to applicants and department staff alike.

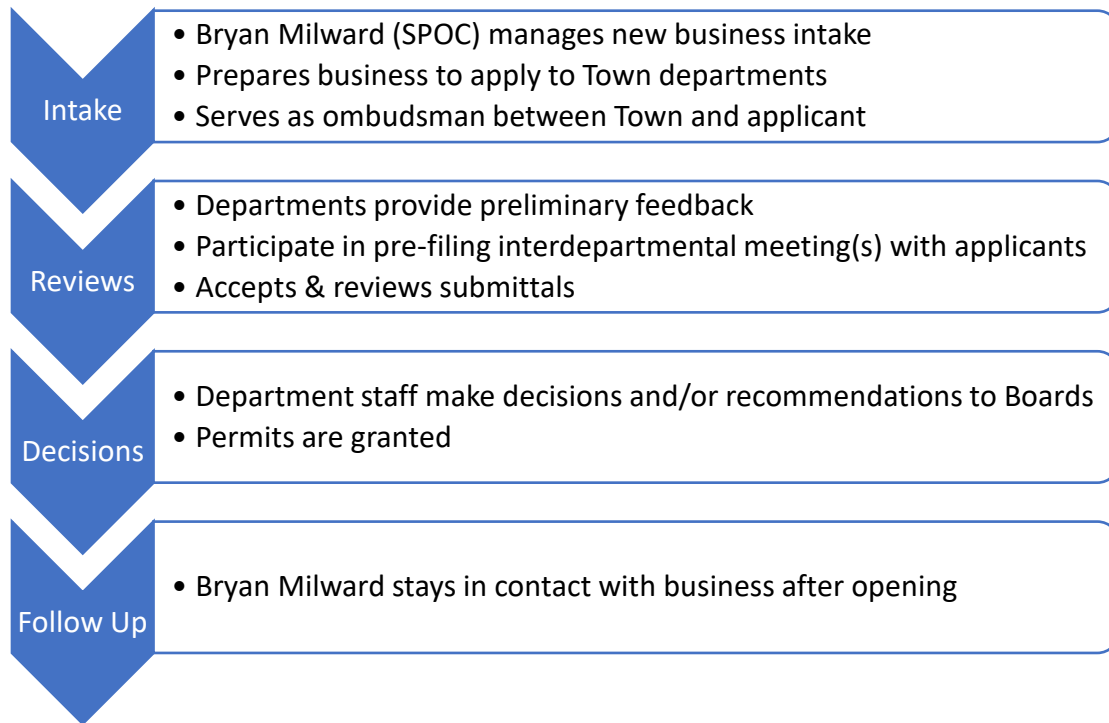
It is recommended that the Town consider utilizing the following strategies to improve the efficiencies of the protocol and further improve the customer experience.

On the New Business Application Form:

- Provide check boxes to identify the type of business (for example, retail, restaurant, manufacturing, service, construction/machinery, auto/repair, arts/entertainment/culture, etc.) and leave an “other” box with space to identify alternate uses.
- Provide an opportunity for the applicant to identify if work is being done to the interior or exterior of the building, which will influence whether or not any permits are required of the Building Inspector or Planning Board.
- Provide an opportunity for the applicant to explain in detail the interior retrofit and provide check boxes for the most common types of improvements.

Additionally, it is recommended that the Town increase the touch points of the single point of contact (SPOC). Upon initial contact with the new business, Bryan should attempt to collect the details for the New Business Application during the initial intake call. This will help the Town to assess whether the business has identified a location and how committed the business is to locating in Leicester. It is important to assume that these businesses have options outside of the town, and therefore it is important to make this process as friendly and helpful to the user as is possible.

Once the data has been collected for the New Business Application, whether completed by Bryan Milward or the business directly, it is recommended that Bryan convene an interdepartmental meeting or teleconference to discuss the new business opportunity, identify any follow up questions for the applicant, identify likely permitting requirements for the new business, and collect basic information about those processes to share with the applicant. Bryan should then share basic information with the applicant (for example, list of permits that are likely to be required, typical timelines for obtaining those approvals, links for permit applications and regulations, and contact information for department staff). Wherever feasible, Bryan should facilitate the introductory communication between the applicant and each department, and stay in touch with the applicant throughout the permitting and review process to provide ongoing customer support and to troubleshoot any challenges that should arise.



Similarly, the Town utilizes a Permit/License Form for New Businesses. The form provides contact information for each department that must sign off in order for the business to open. It is presumed that after completing the above New Business Application process, Bryan Milward identifies for the applicant the departments for which they require a permit or approval. Then the applicant independently consults each department, regardless of whether they require a permit or approval of each department, explains their business concept and plans to each department, and after satisfying the requirements of each department, collects the signatures of each department's decision maker. In some cases, a particular department has no regulatory authority over the project, so the applicant collects a signature or "N/A" to confirm that each department has been consulted. This process places the administrative burden on the applicant, which is particularly challenging during COVID as operating procedures have been adjusted and town officials are not as available to the public. The process also prohibits a standard flow of information between the departments and relies too heavily on the applicant sharing the same information across departments.

While providing the applicant with individual names and direct contact information for department staff is very useful and should be continued, it is recommended that the Town utilize a permitting best practice of providing pre-application conferences to new businesses. Under this scenario, Bryan Milward or the Town Administrator would host interdepartmental meetings and/or online conferences with applicants as part of the new business intake process. This would provide a forum for all departments to hear the same presentation from the applicant, ask follow-up questions directly, and understand both the

needs of the applicant and the needs of other departments. It would provide the opportunity for the departments to confer after the meeting to discuss the requirements of the project, identify any potential conflicts or duplication between departments, and map out the most efficient process for the applicant to seek approvals (including possibilities for concurrent reviews). An interdepartmental pre-application conference would enable the department staff to discuss ways in which to introduce an expedited path to approval, such as joint meetings of the Boards, and highlight potential future policy or regulatory adjustments to improve the local approval process. After the departments confer, Bryan could work with the departments to assemble a single package of permitting or inspections requirements with instructions for the applicant.

Other recommendations to support a more business-friendly workflow are to invest in technology that help departments to share and track information more efficiently. This is particularly important in the Building Department where a significant number of approvals and renewals are monitored annually. Additionally, many plans are available only in hard copy form in the Planning Department, whereby new technologies could support the collection of these plans and submittals electronically. It is understood that the Town of Leicester is looking for opportunities to better utilize Seamless Docs across departments, and it is recommended that a high priority be placed on utilizing technology to lessen the burden of these administrative functions and minimize potential for human error. Recognizing that municipal operating budgets are tight and funds may not be immediately available for technology investments, the Town may consider pursuing a cost-effective solution such as a shared Google document to track and share permitting data across departments as an interim measure.

The Town of Leicester should continue to evaluate and evolve the new business intake process with an eye toward removing unnecessary obstacles or steps, creating standardization of information flow among departments, and offering a single point of contact who can follow the business through every step of the local process. These adjustments to the existing process will provide Leicester with a more business-friendly local process that will create a competitive advantage among other communities and ultimately enable new job creation and private investment in the community.

Once a new business is up and running, Bryan Milward should check in with the business on a regular basis (annual or semi-annual) to ensure that the business feels supported by the Town and is comfortable contacting the Town when it is time to grow or find new space. It is important to keep growing businesses in the community, because it is a lot easier to continue an existing relationship than starting from scratch and attempting to attract new businesses to the community.

TOWN OF LEICESTER ECONOMIC DEVELOPMENT REVIEW

DELIVERABLE 3: KEY FINDINGS AND PERMITTING RECOMMENDATIONS

The Town of Leicester hired Anderson Strategic Advisors, LLC to review the Town's permitting process and recommend strategies to support business development. The Town is focused on growing the commercial tax base in order to alleviate the tax burden on residents while also providing resources for community investment. Over recent years, municipalities across Massachusetts have faced increasing costs and reductions in federal and state funding, and like many others communities, the Town of Leicester finds itself struggling to secure the financial resources necessary to support existing programs and make new investments for the future of the community. Through enhanced economic development, the Town is hoping to attract more businesses and generate additional commercial tax revenue to maintain or improve the Town's existing level of services and enhance the quality of life for residents.

Anderson Strategic Advisors, LLC conducted an investigation into the Town's capacity to meet its economic development goals, including an analysis of how well current municipal operations support prompt and efficient permitting, adhere to economic development best practices, and support the overall business development objectives of the community. This effort included the review of municipal documents and studies, review of the Town website and online materials, staff interviews, and a comparative analysis of operations in other communities.

1 FINDINGS

Anderson Strategic Advisors, LLC found that the Town Administrator, Assistant Town Administrator, and department staff have a shared vision for economic growth in Leicester and an appreciation for the importance of being business-friendly and maintaining a healthy local economy. The town staff are dedicated, hardworking, well informed, and have a can-do attitude toward economic development. The team works well together and the leadership model is strong. However, the team is very lean, and recent turnover in some key positions has created strain on the operations and delays in response time to applicants. Also, administrative operations have not kept pace with available technology, and staff have not had the time to implement best practices that could support greater efficiencies.

The primary reason for these challenges is a lack of funding to add staff resources or invest in new technology. As a result, existing staff are over-taxed from managing a very high volume of workload, and information is collected in paper form, scattered between departments, and difficult to share and organize. The consultant found that the town staff are aware of these challenges and have already taken steps to make improvements, where possible. For instance, to improve the experience of businesses seeking to open in Leicester, staff have created an intake process meant to streamline the business "customer" experience.

It is the opinion of the consultant that the staff in Leicester are committed to and interested in process improvements, and some modest steps may be taken over the short-, medium- and long-term that can have a meaningful impact on economic development success in Leicester. Anderson Strategic Advisors recommends the implementation of the following strategies aimed toward boosting the effectiveness of the Town's business development efforts.

2 RECOMMENDED ECONOMIC DEVELOPMENT ACTIONS

Anderson Strategic Advisors, LLC recommends the following immediate, short-, medium- and long-term strategies to advance the comprehensive economic development planning efforts in the Town of Leicester.

2.1 IMMEDIATE STRATEGIES (WITHIN 6 MONTHS)

2.1.1 Better utilize a single point of contact (SPOC)

For the purposes of business development and enhancing the customer experience, it is important to identify a single point of contact who can assist businesses and applicants to make local government more accessible and easier to understand. It is not intended for the SPOC to have all of the answers or decision-making authority, but it is intended that an individual will serve as an ombudsman, working between the applicant and the various town departments to support a smooth delivery of information between the applicant and other town staff. The Town of Leicester has a SPOC for business intake purposes which is an important first step, but it is recommended that the SPOC be further utilized. It is suggested that the SPOC be designated to coordinate responses of all departments and to support the business or applicant throughout the entirety of the process. Online materials should be updated to increase the visibility and accessibility of the SPOC for current and prospective businesses.

2.1.2 Create and publish a development guidebook

Anderson Strategic Advisors has been hired to create a business development guidebook for the Town of Leicester, as was recommended in the Economic Development Self-Assessment Tool report in 2015, to provide a step-by-step guide to doing business locally. It is anticipated that this guidebook will be publicly available by Spring 2021. To maximize its utilization, it will be important to keep the guidebook up to date with accurate information as staff and policies change over time.

2.1.3 Improve utilization of website for business and permitting

A comprehensive review of the Town's website found that it is difficult to find information that would be of use to businesses who are not already familiar with the Town of Leicester and its operations. The existing website offers a tab for the Economic Development Committee, which is a good start, but that tab is labeled "EDC" which may not be an obvious business resource page to outside users. It is recommended that the Town develop an easy to navigate page within the existing

Town website that is dedicated to economic development resources. The site can host the business development guidebook, information on how to contact the SPOC, information about economic development incentives, the Economic Development Committee, and permitting resources. The site can be populated over time as additional information becomes available, but the primary focus should be to provide business visitors with all of the information they need in one easy-to-find central location on the Town's main website.

2.2 SHORT TERM (1-2 YEARS)

2.2.1 Establish process to track business development leads

Keeping track of business development leads is important to ensure the Town is actively pursuing opportunities, following up on leads, and measuring the effectiveness of these local efforts. It is also important to understand which businesses are looking to locate in Leicester and also those businesses leaving town and why, so the effectiveness of policies, infrastructure and incentives can be continually evaluated. A no-cost lead tracking protocol can be created and implemented utilizing Google documents or an Excel spreadsheet that would allow staff to quickly and efficiently input leads, share information across departments, and monitor progress of each new business opportunity. By tracking leads, the Town can monitor how and why businesses come to or leave Leicester, and this data will help to inform future economic development planning.

2.2.2 Hold interdepartmental meetings focused on business development

The town's delivery of services can be strengthened by holding interdepartmental coordination meetings or teleconferences to discuss current and prospective business development projects and review the business development lead tracking spreadsheet recommended in 2.2.1 above. As was recommended in the Workflow Analysis, it would be helpful to invite new business applicants (requiring multiple department approvals) into an interdepartmental meeting to ensure consistency in the information received by departments, and to provide an avenue to coordinate and accelerate reviews where possible. Interdepartmental meetings add operational value by bringing greater awareness of how each department's work interacts with the work of their colleagues in other departments, and it highlights potential conflicts or deficiencies in the overall business approval and permitting process that can then be remedied. While the flow of business activity in Leicester may not require biweekly or monthly meetings, it is recommended that this strategy be deployed as the volume of business applications increases or as more complicated projects requiring multi-departmental review are proposed.

2.2.3 Refocus the Economic Development Committee

The Town's Economic Development Committee is a good resource, and the expertise of member should be utilized to supplement existing staff capacity and to help establish some priorities for economic development. The current Economic Development Committee webpage offers seven parcels currently available for

development, but there is limited information available for a prospective user to follow up on these sites. There is minimal utility in promoting individual sites without additional pertinent information such as parcel size, ownership, currently allowed uses, available infrastructure, links to marketing materials, and contact information for the owner/broker. Establishing and maintaining a functional and up-to-date local site finder website is a time and staff intensive endeavor and the consultant urges caution before committing more fully to that effort.

However, it is recommended that the Committee work with town staff to assess known development opportunities in Leicester, and to prioritize one to three locations based on their overall benefit to the community. The priority(ies) may represent new development or redevelopment opportunity, but selecting one to three development priorities will give the Town a sense of focus for seeking predevelopment support from the state or quasi-public agencies, infrastructure grants, and for marketing sites to developers and new businesses. In discussions with the town staff and Town Administrator, the consultant has determined that it is likely that the most impactful development priorities are already known and commonly assumed, but they should be confirmed on paper and recommended by the Committee to the Select Board as part of an economic development planning exercise.

Further, it is understood that the Leicester Business Association has recently disbanded. It is encouraged that the Committee evaluate the activities of the former Leicester Business Association and consider if there are functions formerly performed by the business association that the Committee can assume to support the local business community.

2.2.4 Improve predictability of local permitting on key sites

Once development priorities are established per 2.2.3, it is recommended that the Town seek to adopt Chapter 43D streamlined permitting on key development parcels as recommended by the Economic Development Committee or town staff, and approved by the Selectboard. Chapter 43D is a widely used program that enables applicants to achieve all local permitting on designated sites within six months or less. Adoption of the program requires Town Meeting approval and permission of the property owner. It affords the Town with an enhanced ability to market these sites as development-ready and priorities for the community, and adoption of the program gives communities an advantage in competitive state grant programs.

2.2.5 Capitalize on proximity to the City of Worcester and highways

The Town of Leicester borders the second largest city in New England and is located very near to several key highway interchanges providing easy connection to Northern Central Massachusetts, Springfield, Boston, Rhode Island and Connecticut. The Town should leverage that proximity and highway access into new business development opportunities. It is recommended that the town leadership engage with the Worcester Regional Chamber of Commerce, and other regional chambers, which actively market

and promote the Central Massachusetts region for business development and work closely with new and prospective businesses in the area. A strong relationship with regional chambers may produce spin-off business development opportunities than would be readily available to the Town working independently.

2.3 MEDIUM TERM (2-3 YEARS)

2.3.1 Engage state and regional stakeholders

Once development priorities are identified, it is recommended that the Town engage with state and regional stakeholders. It would be useful to engage the Massachusetts Office of Business Development (MOBD) and Central Massachusetts Regional Planning Commission (CMRPC) in a discussion over these priorities and the Town's intent to attract businesses and development to certain sites. It would also be useful to invite Secretary Keneally and your legislative delegation to tour the sites and discuss the Town's economic development interests with these key decision-makers who may have the ability to direct state resources to these sites and/or connect the Town with potential users.

2.3.2 Explore state support for development priorities

After development priorities are identified (see 2.2.3), the Town staff, with advice and support of the Committee and Selectboard, should consider the various needs of each site and seek state support. Through the state's new Community One Stop for Growth Program, the Town is eligible to submit Expressions of Interest for up to five housing and economic development priorities annually, and the state will attempt to match the Town with resources such as planning, capacity building, development site preparedness, and infrastructure improvements to support these development goals. It would be important to have information related to infrastructure needs available for a site tour with key decision-makers as recommended in 2.3.1 above.

2.3.3 Public-Private Partnership for water and sewer districts

Understanding the availability of water and sewer capacity is critical to future development in the Town of Leicester. It is recommended that the Town work with the various local water and sewer districts to undertake a town-wide water Master Plan. The plan should identify available water and sewer capacity by district and create an investment plan for maintaining the utilities town-wide. Using this information, the Town may enter into a public-private partnership with the water and sewer districts to seek state and federal grants to support the maintenance and expansion of the Town's utility infrastructure system. The Town should also consider expanding this effort to include an investigation into the expansion of natural gas in underserved areas. MassDevelopment may be a useful partner in this endeavor, and it is recommended that the town staff build a working relationship with the MassDevelopment Central Region representative to stay abreast of grants and other funding opportunities.

2.3.4 Establish central repository of business information

Establish a centralized database of all businesses in Leicester for use across departments. It is important to have all of this information in one place to streamline communications with businesses, to serve as a point of reference for internal planning purposes, and for tracking and compliance issues.

2.3.5 Make contact with all existing Leicester businesses.

It is recommended that the Town of Leicester make it a priority to make contact with every business. Local businesses should know that the Town values them and is available to support their needs if and when they arise. It is recommended that the Town do a mass mailing to all businesses, providing contact information for the SPOC and pointing the businesses to the Town's new economic development webpage.

2.3.6 Explore pre-permitting of key redevelopment sites

The Town has recently been awarded a Site Readiness Grant by MassDevelopment for consultant support to pre-permit properties along Huntoon Memorial Highway. It is recommended that the Town pursue the potential of pre-permitting the other priority development parcels in order to attract high value economic opportunities to these key sites. It is recommended that this effort be achieved through a public-private partnership with the land owner, and by utilizing all available grant and technical support programs.

2.4 LONG TERM (3-4 YEARS)

2.4.1 Performance metrics

In order to understand if the business development process is effective and efficient, the Town must measure its progress and report performance. In order to do so, it is recommended that the Town benchmark its performance against present day data in the following areas:

- Increased commercial taxes
- New jobs
- New business development leads (whether or not successful)
- New business creation/location
- Related investment in community (mitigation, real estate improvements, etc.)
- Fill vacant commercial spaces
- Positive media attention (newspaper articles, social media, blogs, etc.)

It is anticipated that sharing this information publicly will help the community to understand that every effort is being made to generate new commercial revenue and alleviate the tax burden on residents. It is recommended that the Town Administrator report progress made using economic development metrics on a regular basis to the community.

2.4.2 Reevaluate local land use goals

Leicester published a Master Plan in 2009 which is relatively up to date, however planning best practices recommend that Master Plans be updated every ten years. It is recommended that the Town assemble a report on Master Plan implementation that highlights which parts of the plan have been successful implemented, where more work is needed, and which areas of the plan that have not been successful and require reconsideration. This is a time-consuming but important task, as the Town should be actively implementing its Master Plan and potential new users should be able to look to the Master Plan and complimentary zoning for direction on how the town would like to grow and develop.

2.4.3 Launch annual business needs survey

Once communication has been made with local businesses, it is recommended that the Town launch an online business needs survey. The goal of the survey is to create an alternative mechanism to collect data and feedback from area businesses to inform the local economic development strategy. It is recommended that the Town utilize a low-cost online platform to collect this data on an annual basis and track responses over time to measure trends.

3 CONCLUSION

It is anticipated that the Town of Leicester will continue to work diligently to grow its commercial tax base and stabilize tax burdens on residents. With the strategies outlined above, it is anticipated that the Town will be successful in its pursuits of growing the local tax base, supporting small business formation and attracting new private investment. A consistent and disciplined focus on economic development will improve the business friendliness reputation of the community and create an environment that is attractive for business relocation and private investment.



Town of Leicester

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

Dennis Griffin
Superintendent

To: David Genereux
Town Administrator

Select Board

From: Dennis Griffin
Highway Superintendent

Subj: Permit to Open Road or Sidewalk

In reviewing the current application, the Highway Superintendent requests a discussion with the board of a few sections that may need to be updated/changed to meet current standards and quality for protection of town roads.

Thank you



Town of Leicester
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59 Peter Salem Rd
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Phone: (508) 892-7021 Fax: (508) 892-7058
www.leicesterma.org

Dennis Griffin
Superintendent

DATE _____

PERMIT TO OPEN ROAD OR SIDEWALK

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

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

Before a permit is issued to open a road or sidewalk or section of road or sidewalk, grantee will be required to file with the Board of Selectmen a memorandum of property and liability insurance carried, showing the expiration date of said insurance with the minimum limits of property insurance to \$100,000.00 and the minimum limits of liability insurance to \$300,000.00. Grantee shall have the property and liability insurance policies cover both the Grantee and the Town of Leicester.

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

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

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

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

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

The Town of Leicester requires that the entire street be paved shoulder to shoulder in construction area, following the opening of a street for sewer installation after permanent patch has been installed in trenches and approved by the Highway Superintendent at no cost to the Town.

The Contractor will be responsible for the good condition of his excavation and replacement of road surface for a period of two (2) years from the date of the Highway Superintendent's final approval.

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

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

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

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

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

Care shall be exercised to protect existing underground structures.

The bounds shall not be disturbed or buried.

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

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

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

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

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

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

In consideration of granting this permit

_____ Contractor	_____ Address
_____ Telephone	_____ 24-Hour Telephone
_____ Contractor's Signature	_____ Title

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

Approved _____ Disapproved _____ Supt. of Streets _____

Comments _____

Approved _____ Disapproved _____ Chief of Police _____

Comments _____

Approved _____ Disapproved _____ Town Administrator _____

Street Name & Number or Telephone Pole Number _____
of Location _____

THIS PERMIT WILL NOT BE ISSUED WITHOUT THE FOLLOWING:

Dig Safe Number _____ Date & Time Called _____
Date & Time of Approval _____

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

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

DIAGRAM PLOT PLAN BELOW OR ON OPPOSITE SIDE

DOUBLE YELLOW/WHITE LINES

Auburn St., Baldwin St., Bond St., Burncoat St., Chapel St., Charles St., Charlton St., Green St., Henshaw St., Huntoon Memorial Highway, Mannville St., Marshall St., Mill St., Parker St., Paxton St., Pine St., Pleasant St., Rawson St., River St., Stafford St., Waite St., Whittemore St., and Winslow Ave.

CROSSWALKS GREEN WITH WHITE EDGE

Pleasant St. at Craig St., Pleasant St. at Laurelwood, Pleasant St. at Hillcrest Golf Course, Pleasant St. at Stafford St., Winslow Ave., Paxton St. at Old Main St., Paxton St. at Winslow Ave., Paxton St. at the High school, Stafford St. at Rochdale Park, and Stafford St. at Huntoon Memorial Highway.

STOP LINES

Baldwin and River Streets East/West

Clark St and Huntoon Memorial Highway East/West

Marshall and Paxton Streets East/West

Pleasant and Stafford Streets N/S/E/W

River and Pine Streets North

Huntoon Memorial Highway and Pleasant St. North

Paxton and Old Main Streets South

Stafford St. and Huntoon Memorial Highway N/S/E/W

CRACK SEALING

Green St. to Baldwin St and Green St. to River St.

Baldwin St. to River St.

Brickyard to Memorial Dr.

Sunset Dr. to Forest St.

Park Lane to King St. Ext.

Mayflower Rd. to Mayflower Circle to Crestwood

Crest View to Tanglewood to Knollwood

Laurelwood to Sterling to New Field to Holcomb

Hillcrest Rd. to Breezy Green to Rogers Rd.

Wesley Dr. to High St. to Warren St. to Franklin St.

Grove St. to Spring St. to Mechanic St.

Stafford St. from 56 to Auburn St.



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR

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

June 21, 2021

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

The following is a report on the general activities of the Town Administrator through June 17, 2021.

Citizen issues: Topics discussed with various citizens

Sent information to a resident regarding use of the America Rescue Act funding

Meetings:

Attended a Moose Hill Meeting

Held a Department Head meeting

Activities:

The second joint public meeting regarding the Water/Sewer study will be taking place on July 14, 2021 at 6:00 PM.

The management and respectful workplace training sessions for department assistants and management staff have been scheduled to take place over the next four weeks. This was a priority set by the Board.

Started the department head review process.

Much time was spent this week working on the CARES act reporting. This project is becoming bigger than expected.

We expect a reserve fund transfer will be filed by EMS after the close of payroll activities on June 30. At this time, a \$15,000-\$18,000 request is anticipated, based on increased staffing requirements due to call value.

We are continuing discussions with Becker regarding the potential purchase of the Leicester campus for municipal purposes. We hope to have more information to start a public discussion in the coming days.

Prepared the HCA for Faded LLC that is being discussed by the Select Board this evening.

School Oil Leak Update:

Estimated gallons of oil leaked: From the LSP: “I tried to estimate the volume released from the records you sent. There are many uncertainties, but the volume I came up with was about 750 gallons. Given the uncertainties, it seems like a range of 500 to 1,000 gallons is reasonable based on the available information, but even that wide range might be wrong.”

Cost thus far: From the School Business Manager: “So far, the invoices to date we have received total \$254,524.96. This represents work done through 5/29/21. When I spoke with Hayden Solomon (President of HETI) on June 2nd, he stated based on what he saw, we would exceed the \$500k insurance threshold. While he didn't specify an amount, I asked him if he thought it would be in the ballpark of \$700k or \$800k, and he said most likely.

From our Insurer: “The loss was caused by a tent stake being driven through the oil line that runs between the storage tank and the building. The school contracted to have tents set up for outdoor classroom use. The line was buried 24” down and the stake was 44” long. Public utility lines had been marked but this line was not. We believe that there are two targets for subrogation.”

The School Business Manager concludes “As previously discussed, we intend to use our funds to cover any expenses exceeding the insurance coverage cap.” This means school funds, as opposed to free cash, or transfers from other municipal funds.

Soil Sampling: From the LSP: All results to date have been either non-detect (results listed in italics on the table) or less than the standards, with one exception, a relatively low-level exceedance for C9-C10 aromatic hydrocarbons in sample SSW-15W-75”. The Massachusetts Contingency Plan allows for averaging of sample results, so that exceedance is not anticipated to interfere with site closure. Removal of oily soils in the drainage channel is ongoing and will likely be completed this week. There are as yet no results available for analysis of post-excavation soil samples from the drainage channel.

Indoor Air Quality: Indoor quality testing of the Main Office, Gym, and Rooms 105 -107, yielded no issues with the Main Office and the Gym.

The LSP commented “The calculated risks using the samples from all three sampled classrooms exceeded the Hazard Index of 1 for long term exposures (i.e., exposure for 27 years, 8 hours per day, 210 days per year). The only calculated risk that exceeded “Imminent Hazard” acceptable Hazard Index of 10, which is applicable for 5-year exposures, was the sample from Room 106. These results indicate that all of the sampled locations except Room 106 would be suitable for use, but risk calculations can be difficult to describe and understand and parties unfamiliar with the methods might have some trepidation.

If possible, the windows in those rooms should be left open to encourage ventilation

The next step is to assess whether soil gas intrusion is occurring. Don installed three vapor pins in room 106 and one pin each in room 105 and 107. The pins are airtight and penetrate the floor to subsurface soils and allow sampling of sub-slab soil gases from inside the building. The pin installed closest to where the oil lines went up the wall (i.e., the original source of the odor) had a PID reading of about 110 ppm. The other pins all had very low PID readings. We will sample soil gas from the high-PID pin and one low-PID pin in the next few days for laboratory analysis.”

From: [Leicester Selectboard](#)
Subject: FW: VFW Post 7556 Rochdale
Date: Thursday, June 10, 2021 11:40:41 AM

From: M. Thompson <>
Sent: Thursday, June 10, 2021 11:24 AM
To: Leicester Selectboard <Selectboard@leicesterma.org>
Cc: Bill LeBeau <>
Subject: VFW Post 7556 Rochdale

Good morning,

On June 6th 2021, Post 7556 in Rochdale reached a significant milestone. The Post reached its 75th anniversary.

I would like to ask the Select Board if they would recognize this milestone, formally, by whichever way they see fit?

Thank you for your time.

Matt Thompson
Senior Vice Commander
VFW Post 7556 Rochdale, MA

M. Thompson

EDWARD BAUER

OBJECTIVE

To transition my fulltime career into a meaningful profession, helping the elder residents of Leicester. I am a resident of Leicester for 42 years. I am married and helped raise two children in town. I have great respect and compassion for the elderly. My driving record is spotless and am experienced with driving all types of vehicles.

CAREER PROFILE

- Long-term senior-level business development leadership roles in the highly competitive print media communications sector.
 - Comprehensive understanding of business and operations management.
 - Significant achievements in revenue development, fulfillment objectives, sales management and effective marketing.
 - Adept in relationship development and achieving P&L goals.
 - Track record of achieving challenging revenue goals in highly competitive market segment.
 - Notable presenter, facilitator and communicator.
 - Exceptional capacity in customer service.
 - Well-organized multi-tasked with strong detail orientation.
 - Strong team leader.
 - Capacity in strategic planning, systems management and cost control.
 - B.A., Science and Education.
 - Community Volunteer for Spencer Exchange Club, Adopt A Student Program, The 200 Foundation, Jeremiah's Inn Home for Men, Worcester County Property Owners Association and youth sports coach.
 - Massachusetts Teachers License.
 - Teacher, Coach and Athletic Trainer at Worcester Academy.
-

PROFESSIONAL EXPERIENCE

COLLEGE OF THE HOLY CROSS

SEPTEMBER 2019- PRESENT

CHEF'S CULINARY UTILITY

Herb Chambers Toyota of Auburn, Auburn MA

September 2017- March 2019

SALES REPRESENTATIVE WHOLESALE PARTS DIVISION

Worcester Telegram, Worcester, MA

October, 1986 – January, 2017

Classified Advertising Manager

- Promoted to assignment after demonstrated success as Senior Sales Representative and Outside Sales Representative.
- Plan and implement multi-million-dollar marketing budgets with notable success in achieving budgetary objectives.
- Recruit, develop, supervise and mentor highly professional sales team including 25 employees.
- Over two decades of outstanding achievement in managing organizational #1 account.
- Effective plan/roll-out business development/marketing initiatives in highly competitive environment.

Worcester County Newspaper, Southbridge, MA

1982 – 1986

Publisher/General Manager

- Won promotion to two highest level management assignments after outstanding success as Sales Manager and Advertising Sales Representative.
- Oversaw all functions for organizational two highest revenue publications.

EDUCATION

Northeastern University, Boston, MA, **Bachelors Degree in Science and Education**
Minor In Sports Medicine.

Becker Junior College, Leicester, MA, **Associates Degree in Science, Education Concentration**
Graduated first in field of study
Athletic Scholarship for Baseball and Basketball

McKenzie Falker

June 4, 2021

Dear Hiring Manager,

I'm excited to be applying for the full-time Regional Health Officer position with the Leicester Regional Public Health Coalition. As a resident of Leicester, I was especially eager to apply for this position. I grew up in a similar town in Southern Illinois. I am happy with my recent relocation to Leicester, and I am now hoping that the relocation can provide a long-term career opportunity in the public health field and the opportunity to serve the Leicester community.

Since moving to Massachusetts, I have primarily worked in customer service. However, I do have strong educational and experiential backgrounds in science and public health. I also have a familiarity with the responsibilities and challenges of working in a health department. As an intern at the Rusk County Health Department in Ladysmith, Wisconsin, I had the opportunity to experience the various positions and duties. I gained valuable insight and exposure to the conditions that a health officer can expect to encounter. While completing my MPH at Boston University, I learned to address public health policy concerns. In addition, my concentration in epidemiology taught me to track and analyze health trends. I also have extensive experience conducting academic research. Most recently I was working on a study with West Virginia University focusing on the Massachusetts opioid epidemic.

Another skill that this position requires is the ability to interact with the public and provide exemplary customer service. During my time with TransCore, I've gained extensive customer service experience. As a supervisor who is responsible for four customer service offices, I'm often required to find solutions to complex problems. Since this sometimes includes addressing irate customers, I have developed immense patience and the ability to deescalate tense situations. My experience would be beneficial in this role during code enforcement situations. During customer interactions, I always remain professional while still adhering to all policies and procedures.

I have several other abilities that relate specifically to this position. I'm highly organized with the ability to prioritize and work with minimal supervision. The job description states that I should have the certifications necessary for code enforcement. I do have the ability and desire to become certified, but have never had the opportunity. I am beyond willing to take all courses and exams required. I am a quick learner, a hard worker, and I have confidence I could learn and perform the necessary duties with minimal training. Although I am primarily interested in the Health Officer position, I am also interested in the Department Assistant and the Public Health Coordinator positions if my lack of certifications disqualifies me from the Health Officer role.

Thank you for your time and consideration. I am looking forward to becoming engaged in the hiring process.

Sincerely,


McKenzie Falker

McKenzie Falker

PROFILE

Enthusiastic MPH graduate with a background in biology seeking a health officer position. Recognized for leadership skills, reliability, and the ability to work both independently and as part of a team.

EDUCATION

Boston University, Boston, MA January 2015-May 2017
MPH with an epidemiology concentration, GPA: 3.5

Beloit College, Beloit, WI August 2008-May 2012
B.S. in Biology with a minor in History, GPA: 3.5
Mortar Board honor society member, Beloit Presidential scholarship recipient

EMPLOYMENT

TRANSCORE/EZ PASS, Boston, MA August 2013-Present
Customer Care Supervisor

- * Supervising 25 employees; 4 Associate Supervisors, 4 Team Leads, and 17 customer service representatives
- * Coordinating with other departments to improve office performance and customer experience
- * Communicating with MassDOT to ensure the needs of the offices and the expectations are met
- * Responsible for understanding and monitoring daily metrics
- * Responsible for understanding policies and procedures and ensuring employee compliance
- * Responsible for daily operation of 4 customer service offices

WEST VIRGINIA UNIVERSITY, Boston, MA March 2018-August 2020
Research Assistant

- * Collected data from purchase trials
- * Conducted pharmacist interviews
- * Validated transcripts of key informant interviews
- * Trained trial participants
- * Researched various study aspects

MILTON SUBSTANCE ABUSE PREVENTION COALITION,
Milton, MA May 2016-February 2017

Intern/Research Assistant

- * Collected data
- * Analyzed key informant interviews and focus group data
- * Statistically analyzed survey data

- * Assisted in running a focus group

LAWRENCE HIGH SCHOOL, Lawrence, MA

August 2012-June 2013

MATCH Corps Fellow

- * Increased math MCAS scores and knowledge
- * Promoted community awareness and parental involvement
- * Coordinated with teachers to maximize lesson efficiency

BELOIT COLLEGE, Beloit, WI

August 2009-May 2012

Teaching Assistant/ Tutor/Administrative Assistant

- * Coordinated with professors to improve material understanding and retention
- * Coordinated with athletic coaches to improve office efficiency

RUSK COUNTY HEALTH DEPARTMENT, Ladysmith, WI

Summer 2011

Intern

- * Assisted with data collection
- * Engaged in community outreach and promoted health awareness
- * Researched and developed community outreach projects

SKILLS

- * Microsoft Office
- * SAS
- * Research
- * R studio

Amy McInerney

Human Resources Department

Leicester, MA

Dear Hiring Manager(s),

I am applying with great interest to the position of Public Health Coordinator within the Leicester Regional Public Health Coalition. I have recently completed a Masters of Public Health at the Boston University School of Public Health with a certificate in Health Policy & Law. I also graduated with my B.S. in Public Health from University of Massachusetts Lowell in 2019 with a focus in Community Health & Health Promotion. I am extremely interested in starting my public health career within local government and would appreciate the opportunity to begin my career in Leicester.

I believe that I am a strong candidate based on my current skillset and the current requirements for this position. The following highlights the value I may bring as the Public Health Coordinator:

- Experience in working at local public health departments. I have previously had an internship in the Town of Chelmsford Health Department and I have most recently worked as a COVID-19 Contact Tracer for the Town of Needham. I understand how local health departments operate and what expectations are for public health professionals in these settings.
- Strong educational background in health policy. I have detailed knowledge of how to read regulations and implement them in an effective way, as well as being able to explain them in understandable detail to those who are not familiar with the topics at hand. I will be able to provide specialized support regarding public health policy.

I am a highly organized, self-motivated individual with a detailed knowledge of public health and health policy. In the areas I am not yet familiar with, I am eager to learn and would greatly appreciate the opportunity to gain more valuable skills.

All of the information I have presented here is also described in my resume, as well as more details about my previous jobs and internships. I am happy to provide more context on my experiences and capabilities in-depth during an interview at your earliest convenience.

Thank you for your time, and I look forward to hearing from you soon!

Sincerely,
Amy McInerney

AMY MCINERNEY, MPH

EDUCATION

Boston University | Graduated January 2021 | **GPA: 3.7**

- *Master of Public Health, Certificate in Health Policy & Law*

University of Massachusetts Lowell | Graduated May 2019 | **GPA: 3.7**

- *B.S. Public Health, Concentration in Community Health and Health Promotion*

WORK EXPERIENCE

Contact Tracer | Town of Needham — *February 2021 - Present*

- Performing COVID-19 contact tracing for residents of Needham, Massachusetts.
- Responsibilities include collecting data about exposure, close contacts, and clinical components; as well as providing residents with information regarding state quarantine and isolation guidelines.

Research Assistant | Boston University – *May 2020 – October 2020*

- Editor, proofreader, and researcher for Associate Professor David Jones' manuscript about health and other major inequities in the Mississippi Delta region.

Public Health Intern | Summit ElderCare — *January 2019 - May 2019*

- Independently designed and implemented an 8-week program on Mindfulness and Meditation for seniors.
- Led daily activities and provided companionship for participants with dementia or cognitive impairment.

PROJECTS

Public Health Representative | IPE at UMass Lowell — *September 2018 - May 2019*

- Collaborated with one student from each program in the Zuckerberg College of Health Sciences in an inter-professional healthcare setting.
- Designed and implemented a program surrounding organization and addressing forgetfulness.
- Designed a program related to "finding a purpose" for seniors struggling with the aging process.

Public Health Intern | Chelmsford Health Department — *June 2018 - August 2018*

- Collaborated with public health graduate student and health department staff to create a Community Health Needs Assessment for the town of Chelmsford, Massachusetts.
- Responsibilities included conducting research, interviewing key stakeholders, and contributing to a final report on findings.

OTHER WORK EXPERIENCE

- **Bookseller** | Used Book Super Store – *July 2019 – Present*
- **Orientation Leader** | University of Massachusetts Lowell – *May 2017 – March 2018*
- **Assistant Preschool Teacher** | Carlisle Kids House – *June 2014 – May 2017*

SKILLS

- Proficiency in Microsoft Office programs; Massachusetts Virtual Epidemiologic Network (MAVEN).
- Excellent communication skills in both general and public health contexts.
- Extensive experience in public health research and writing.
- Confidence in leadership positions.
- Experience with public speaking.

Committee/Board	SelectBoard Member	DP	HB	JS	RA	HD
Voting Positions						
Burncoat Pond Watershed District	Belanger					
Capital Planning Improvement Comm,	Duggan					x
CMRPC	Shocik			x		
Commission on Disabilities	Brooks		x			
Economic Development Comm.	Brooks		x			
Local Emergency Planning Comm.	Duggan					x
MBTA Advisory	Antanavica				x	
Middle School Building Committee	Provencher	x				
Road Conversion Comm.	Antanavica				x	
Worcester Airport Advisory	Provencher (2021) & Shocik (2022)	x		x		
Worcester County Selectmen's Assoc.	Provencher	x				
WRTA PLUS ALTERNATE	Belanger (2023), Brooks (2021)		x			
Memorial School Disposition Comm.	Provencher	x				
Town Hall Renovations Committee	Brooks		x			
NEW Open Space & Rec Plan	Provencher	x				
Internal Liaisons						
Animal Control Office	Antanavica				x	
Board of Health	Brooks		x			
Burncoat Park Planning Comm.	Brooks & Provencher	x	x			
Conservation Commission	Antanavica & Duggan				x	x
EMS/Fire Departments	Shocik			x		
Finance Advisory Board	Antanavica & Duggan				x	x
Highway Department	Provencher	x				
Historical Commission	Provencher	x				
Moose Hill Water Commission	Shocik			x		
Parks & Recreation	Brooks & Provencher	x	x			
Police Department	Provencher	x				
Recycling Comm.	Brooks & Duggan		x			x
School Department	Antanavica				x	
Senior Center/COA	Provencher & Duggan	x				x
Zoning Board of Appeals	Shocik & Duggan			x		x
External Liaisons						
Becker College	Provencher & Duggan	x				x
Cedar Meadow District	Provencher	x				
Little League	Antanavica				x	
Waite Pond Association	Shocik			x		
Water & Sewer Districts	Shocik & Duggan			x		x

**SELECT BOARD MEETING MINUTES
JUNE 14, 2021 AT 6:00PM
SELECT BOARD CONFERENCE ROOM, TOWN HALL
3 WASHBURN SQ, LEICESTER MA**

CALL TO ORDER/OPENING

Chairwoman Provencher called the meeting to order at 6:05pm. Chair Dianna Provencher, Second Vice-Chair John Shocik, Selectman Rick Antanavica, Selectman Herb Duggan Jr., Selectman Allen Phillips, Town Administrator David Genereux, and Assistant Town Administrator Kristen Forsberg were in attendance.

1. SCHEDULED ITEMS

a. 6:00pm – Board Reorganization

A motion was made by Mr. Shocik and seconded by Mr. Duggan to appoint Mr. Antanavica as Chairman of the Select Board. Roll Call: 5:0:0

A motion was made by Mr. Antanavica and seconded by Mr. Phillips to appoint Mr. Shocik as Vice Chair. Roll Call: 5:0:0

A motion was made by Mrs. Provencher and seconded by Mr. Phillips to appoint Herb Duggan Jr. as Second Vice-Chair. Roll Call: 5:0:0

b. 6:00pm – Charter Discussion

Select Board members discussed complaints they had received regarding cable service, the process for dealing with outages, and the need for upgrades to cable infrastructure in Town. John Maher of Charter requested that customer complaints be tracked by address and submitted to Charter to determine if there are areas that repeatedly suffer outages. Town Administrator David Genereux encouraged residents to call the Town Administrator's office with complaints.

c. 6:15pm - Pavement Management Plan Discussion

Highway Superintendent Dennis Griffin presented the department's pavement management plan and discussed Chapter 90 funded projects, roads that require crack sealing, the Auburn Street bridge, street sweeping, and line painting on roads.

2. PUBLIC COMMENT PERIOD

No members of the public spoke during public comment.

3. REPORTS & ANNOUNCEMENTS

a. Student Liaison Reports

This item was passed over.

b. Town Administrator Report

Town Administrator David Genereux discussed topics including the fire station retention pond request for proposals, the Complete Streets project around the Town Common, and potential acquisition of Becker College.

c. Select Board Reports

Select Board members discussed the intersection across from Hillcrest Country Club, the ringing of the bell ceremony for Ted Antanavica, the possibility of conducting a town-wide survey, the oil spill at Leicester Elementary School, and the beginning of mosquito and tick season.

4. RESIGNATIONS & APPOINTMENTS

a. Appointment – Special Police Officer – Robert Bousquet

A motion was made by Mrs. Provencher and seconded by Mr. Phillips to appoint Robert Bousquet as Special Police Officer. Roll Call: 5:0:0

b. Appointment – Marjorie Cordero – Council on Aging

A motion was made by Mrs. Provencher and seconded by Mr. Phillips to appoint Marjorie Cordero to the Council on Aging. Roll Call: 5:0:0

c. FY22 Reappointments

A motion was made by Mrs. Provencher and seconded by Mr. Shocik to reappoint the board and committee members as listed in the packet for fiscal year 2022. Roll Call: 5:0:0

5. OTHER BUSINESS

a. Request to Place Portable Toilets at Town Hall for Concerts on the Common

A motion was made by Mrs. Provencher and seconded by Mr. Phillips to approve the request to place portable toilets at Town Hall for Concerts on the Common. Roll Call: 5:0:0

b. Request to Use Fire Station Building Funds for Landscaping at Fire & EMS HQ

Select Board members discussed the landscaping conditions at the fire station, the process for maintaining town buildings and the progress on the fire station retention pond project. No action was taken on this item.

c. FY22 Select Board Committee/Voting and Liaison Positions

Select Board members were instructed to review the proposed voting and liaison positions and submit their preferences prior to the next Select Board meeting. No action was taken on this item.

d. Discuss Potential Uses for American Rescue Plan Funding

Town Administrator David Genereux summarized the potential uses for the American Rescue Plan funding. Select Board members discussed the process for ranking uses for funding, the eligibility for funds to be put towards water/sewer district debt, and the possibility of using funds to connect all the water and sewer districts. Members of the public discussed using the funds towards the engineering for the Moose Hill Reservoir, water/sewer district consolidation, the history of water and sewer issues in the Cherry Valley area, and investment in stormwater infrastructure. No action was taken on this item

e. Request to Authorize Emergency Deficit Spending – Elementary School Oil Leak

Town Administrator stated this vote is required under Mass General Laws to spend in advance of receiving insurance proceeds for losses over \$150,000. A motion was made by Mrs. Provencher and seconded by Mr. Shocik to create an account to accept insurance funds from the oil spill insurance claim and to authorize the account to conduct emergency deficit spending. Roll Call: 5:0:0

6. MINUTES

a. June 7, 2021 #1 & #2

A motion was made by Mrs. Provencher and seconded by Mr. Shocik to approve the minutes of the June 7th, 2021 Select Board meetings as written. Roll Call: 4:0:1 (Phillips abstained)

A motion to adjourn was made by Mrs. Provencher and seconded by Mr. Phillips at 8:50pm. Roll Call: 5:0:0