



PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board/Advisory Committee/Capital Committee

MEETING: X

PUBLIC HEARING:

DATE: September 13, 2021

TIME: 6:00pm

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

REQUESTED BY: Kristen L. Forsberg, Assistant Town Administrator

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

Online: <https://global.gotomeeting.com/join/793354125>

By Phone: (872) 240-3412; Access Code: 793-354-125

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 6:00pm – Transfer & Pledge of Liquor License/Common Victualler License – Crossroads Marketplace – 1060 Main St., Leicester
- b. 6:05pm - Discuss EMS Staffing and Vehicles – Interim EMS Director Brian Kelley

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Town Administrator Report
- c. Select Board Reports

4. RESIGNATIONS & APPOINTMENTS

- a. Resignation – DIS Director/Town Planner – Michelle Buck
- b. Appointment – Cable Advisory Committee – Doug Belanger, John Hopkins and Art Paquette
- c. Appointment – Cable Advisory Committee – Select Board Representative
- d. Reappointments – Arts Council – Judy Ivel, Sharon Nist (Ex-Officio)

5. OTHER BUSINESS

- a. Discuss Becker Special Town Meeting (9/14/21)
- b. Potential Vote on Mallinckrodt Bankruptcy Settlement re: Opioid Litigation
- c. Review Fall Special Town Meeting Warrant Articles (10/26/21)

6. MINUTES

- a. August 23, 2021
- b. August 30, 2021

ADJOURN



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- ☒ Transfer of License
☐ Alteration of Premises
☐ Change of Location
☐ Management/Operating Agreement
☐ Pledge of Inventory
☒ Pledge of License
☐ Pledge of Stock
☐ Other
☐ Change of Class
☐ Change of Category
☐ Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Sale of assets of Crossroads Marketplace to applicant including Sec. 15 wines and malt beverages license. Seller is providing financing and is seeking a pledge of license.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="Off-Premises-15"/>	<input type="text" value="\$15 Package Store"/>	<input type="text" value="Wines and Malt Beverages"/>	<input type="text" value="Annual"/>

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number	<input type="text" value="89 008-PK-0600"/>	FEIN	<input type="text" value=""/>
Entity Name	<input type="text" value="WH2008 Inc"/>		
DBA	<input type="text" value="Crossroads Marketplace"/>	Manager of Record	<input type="text" value="Wael A. Tawfik"/>
Street Address	<input type="text" value="1060 Main Street, Leicester, MA 01524"/>		
Phone	<input type="text" value="508-892-5550"/>	Email	<input type="text" value=""/>
Add'l Phone	<input type="text" value=""/>	Website	<input type="text" value="N/A"/>

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

The premises to be licensed is located on the first floor of a three story building, 4,600____ s.f., restroom in back, with entrance in front and 5 exits on left side.

Total Sq. Footage	<input type="text" value="4,600"/>	Seating Capacity	<input type="text" value="N/A"/>	Occupancy Number	<input type="text" value="N/A"/>
Number of Entrances	<input type="text" value="1"/>	Number of Exits	<input type="text" value="5"/>	Number of Floors	<input type="text" value="1"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

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

Name of Principal	Title/Position	Percentage of Ownership
<input type="text" value="Saad Sourial"/>	<input type="text" value="President, Treasurer, Secretary, Director"/>	<input type="text" value="100%"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Wael A. Tawfik"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="President, Secretary, Director"/>	<input type="text" value="50%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Hanan N. Tawfik"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="Treasurer, Director"/>	<input type="text" value="50%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? ☐ Yes ☒ No

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	\$220,000.00
C. Other* (Please specify)	0
D. Total Cost	\$220,000.00

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Wael E. Tawfik and Hanan N. Tawfik	\$170,000.00
Total	\$170,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Saint Antony Inc	\$50,000.00	Seller financing	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

Wael A. Tawfik is paying \$185,000.00 from his DTJ Corporation account with Bank Gloucester. He is the 100% owner of DTJ Corporation. Wael E. Tawfik and Hanan N. Tawfik are paying \$85,000.00 from their Citizens Bank Home Equity line of credit. Seller is providing financing of \$50,000.00.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☒ Yes ☐ No

Please indicate what you are seeking to pledge (check all that apply) ☒ License ☐ Stock ☐ Inventory

To whom is the pledge being made? Saint Antony Inc.

12. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Wael A. Tawfik

Date of Birth [REDACTED]

Residential Address [REDACTED]

Email [REDACTED]

Phone [REDACTED]

Please indicate how many hours per week you intend to be on the licensed premises

40+

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
2017	2021	Owner	D&T Market, Winthrop	Myself
2015	2017	Kitchen Worker	Petes A. Place, Peabody	Mike
2013	2015	Cashier	Richdales, Wenham	Albert Abdelmalak
2000	2015	Cashier	7-Eleven, Gloucester	David Hanna

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature

Wael Tawfik

Date

7/23/21

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

☐ Yes ☒ No

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

APPLICANT'S STATEMENT

I, Wael A. Tawfik the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of WH2008 Inc
Name of the Entity/Corporation

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

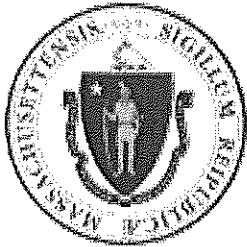
I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and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

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

Signature: 

Date: X 7-23-2021

Title: President



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001515781

ARTICLE I

The exact name of the corporation is:

WH 2008 INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	10,000	\$0.00	1,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ANY SHAREHOLDER, INCLUDING THE EXECUTORS, ADMINISTRATORS, HEIRS, AND DEVISEES OF A DECEASED STOCKHOLDER, DESIRING TO SELL OR TRANSFER STOCK SHALL FIRST OFFER IT TO THE BOARD OF DIRECTORS IN WRITING, ALONG WITH THE PRICE AT WHICH H E/SHE IS WILLING TO SELL OR TRANSFER AND THE NAME OF ONE ARBITRATOR. THE DIREC

OLDER AND SUBMIT THE NAME OF A SECOND ARBITRATOR. THE TWO ARBITRATORS SHALL NAME A THIRD; AND IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO SET A VALUE FOR THE STOCK. THE DIRECTORS SHALL HAVE 30 DAYS TO PURCHASE THE STOCK AFTER THE VALUE IS SET BY THE ARBITRATORS AND THE DIRECTORS ARE SO NOTIFIED IN WRITING. IN THE EVENT THAT THE DIRECTORS SHALL FAIL TO PURCHASE THE STOCK WITHIN SUCH TIME, THEN THE OWNER OF THE STOCK SHALL THEN BE AT LIBERTY TO DISPOSE OF THE STOCK IN ANY MANNER HE/SHE DEEMS FIT. NO SHARES OF STOCK SHALL BE TRANSFERRED OR SOLD UNTIL THIS PROVISION HAS BEEN COMPLIED WITH, BUT THE DIRECTORS, IN ANY PARTICULAR INSTANCE, MAY WAIVE THIS REQUIREMENT. THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE AMERICAN ARBITRATION ASSOCIATION.

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: Wael A Tawfik

No. and Street: 1060 Main St.

City or Town: Leicester

State: MA

Zip: 01524

Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	Wael A Tawfik	6 Story Acres Road Essex, MA 01929 USA
TREASURER	Hanan A Tawfik	6 Story Acres Road Essex, MA 01929 USA
SECRETARY	Wael A Tawfik	6 Story Acres Road Essex, MA 01929 USA
DIRECTOR	Hanan A Tawfik	6 Story Acres Road Essex, MA 01929 USA
DIRECTOR	Hanan A Tawfik	6 Story Acres Road Essex, MA 01929 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

RETAIL AND CONVENIENCE STORE

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 1060 MAIN ST.
City or Town: LEICESTER State: MA Zip: 01524 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 1060 MAIN ST.
City or Town: LEICESTER State: MA Zip: 01524 Country: USA
which is

☐ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☒ its registered office

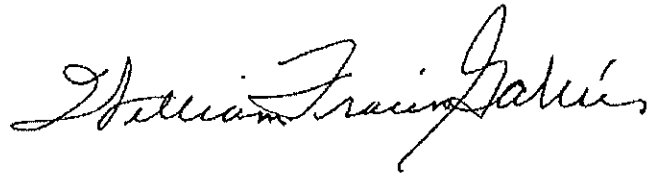
Signed this 23 Day of June, 2021 at 9:38:27 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

WAEI A TAWFIK

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

June 23, 2021 09:36 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

CORPORATE VOTE

The Board of Directors or LLC Managers of

WH2008 Inc

Entity Name

duly voted to apply to the Licensing Authority of

Leicester

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

07/10/2021

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Wael A. Tawfik

Name of Person

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

"VOTED: To appoint

Wael A. Tawfik

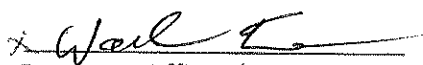
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

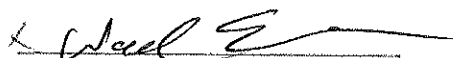
A true copy attest,



Corporate Officer /LLC Manager Signature

Wael A. Tawfik

(Print Name)



Corporation Clerk's Signature

Wael A. Tawfik

(Print Name)



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

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](http://ABCCPAYMENTWEBSITE)

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

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

89008PK0600

ENTITY/ LICENSEE NAME WH2008 Inc

ADDRESS 1060 Main Street

CITY/TOWN Leicester

STATE MA

ZIP CODE 01524

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 0e13a952-8276-4e88-a451-ec3a5edae6fc

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	89008-PK-0600	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Date Paid: 7/30/2021 5:38:15 PM EDT

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name:
89008-PK-0600

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Wael

Last Name:
Tawfik

Address:
6 Story Acres Road

City:
Essex

State:
MA

Zip Code:
01929

Email Address:
waeltawfik88@yahoo.com

AGREEMENT TO EXECUTE LEASE AND GUARANTY OF LEASE

THIS AGREEMENT TO EXECUTE LEASE is between W & Z Enterprises LLC ("Landlord"), and WH 2008 Inc ("New Tenant") and Wael A. Tawfik ("Guarantor").

WHEREAS, Landlord owns that property located at 1060 Main Street, Leicester, Massachusetts (the "Property"). It currently leases a portion of the Property (the "Leased Premises") to Saint Antony, Inc. and Saad Sourial (the "Existing Tenant"),

WHEREAS, the New Tenant has entered into an Asset Purchase Agreement with the Existing Tenant to purchase the assets of the Existing Tenant and operate a similar type business as Existing Tenant at the Leased Premises (the "P&S Agreement"),

WHEREAS, the P&S Agreement will not close until the approval of a certain liquor license by municipal and state regulators pursuant to the terms of the P&S Agreement (the "Closing");

WHEREAS, Landlord and New Tenant have negotiated a new Lease, a copy of which is attached hereto as Ex. A ("New Lease"),

IT IS HEREBY AGREED between the parties hereto after the exchange of mutual consideration including the covenants contained herein as follows:

1. Upon the Closing, and only upon the Closing of the P&S Agreement, Landlord and New Tenant will execute the New Lease and a Guaranty of New Lease as attached hereto as Ex. A, and no other documents or amendments will be required by the parties hereto for the execution of the New Lease. The New Lease shall govern the parties' rights and obligations upon the Closing of the P&S Agreement.

W & Z Enterprises LLC

WH 2008 Inc

By: 

By: 

Wael Tawfik, President

Guarantor


Wael Tawfik

DESIGNATION OF NOMINEE

I, Wael Tawik, Buyer under a certain Asset Purchase Agreement dated July 1, 2021, by and between Saint Antony, Inc. as Seller, and Wael Tawik, or his corporate or LLC nominee, as Buyer, hereby designate WH 2008, Inc. as Buyer/nominee under said Asset Purchase Agreement.

Dated this 23rd day of July, 2021.



Wael Tawfik

KALIKOW, KALIKOW & TRUAX

ATTORNEYS AT LAW

VINNIN SQUARE

530 LORING AVENUE, SUITE 101

SALEM, MASSACHUSETTS 01970

JOSEPH KALIKOW
(1936-1999)
ALAN M. KALIKOW
THOMAS T. TRUAX

SWAMPSCOTT/SALEM LINE
TELEPHONE (978) 741-9000
FACSIMILE (978) 741-2020
E-MAIL kkt9000@comcast.net

August 12, 2021

ABCC
95 Fourth Street, Ste 3
Chelsea, MA 02150

Re: WH 2008 Inc, dba Crossroads Marketplace
1060 Main Street, Leicester, MA


Dear Sir/Madam:

This will confirm that the proposed Promissory Note in the amount of \$50,000.00 and corresponding Pledge Agreement will be signed by Wael Tawfik, President of WH 2008 Inc at the closing of the purchase and sale of Crossroads Marketplace. Said closing and the execution of said Promissory Note and Pledge Agreement are conditioned upon ABCC approval.

Thank you.

Very truly yours,

KALIKOW, KALIKOW & TRUAX
BY:



THOMAS T. TRUAX
TTT/jal/ltr

PROMISSORY NOTE

\$50,000.00

Date: October 1, 2021

FOR VALUE RECEIVED, WH 2008 Inc of 1060 Main Street, Leicester, Massachusetts, ("Borrower"), promises to pay to Saint Antony, Inc of 1 Hammond Circle, Hudson, Massachusetts ("Lender"), the principal sum of Fifty Thousand and 00/100 (\$50,000.00) DOLLARS without interest payable in or within one (1) year in equal monthly installments of Four Thousand One Hundred Sixty-Six and 67/100 (\$4,166.67) Dollars beginning March 1, 2022, and thereafter on the 1st day of each month.

FAILURE TO PAY ANY OF SAID INSTALLMENTS WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SAME BECOMES DUE SHALL SUBJECT THE BORROWER TO A DELINQUENCY CHARGE OF THREE (3%) PERCENT OF THE PRINCIPAL THEN OWING.

The entire unpaid balance thereof shall, at the option of the holder hereof, become immediately due and payable upon the occurrence of any of the following events:

1. Failure of the Borrower to make payments when due hereunder.
2. Default by the Borrower hereof in the performance of any covenant or condition in the Security Agreement and Pledge Agreement securing the payment of the indebtedness evidenced hereto.

The holder hereof may exercise this option to accelerate during any default regardless of any prior forbearance.

If suit is brought to collect this Note, the holder hereof shall be entitled to collect from the Borrower all reasonable costs and expenses of collection, including, but not limited to, court costs and reasonable attorney's fees. The default interest rate is twelve (12%) percent.

This Note may be prepaid at any time without penalty.

All sums due hereunder shall be paid by bank check only.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof.

In the event that a substantial majority of the assets described in the Security Agreement securing this Note is sold, transferred, leased, conveyed, mortgage or otherwise voluntarily encumbered not in the ordinary course of business without the written consent of the holder hereof, during the term of this Note or during any additional time in which the balance due hereunder is unpaid, the entire unpaid balance shall become immediately due and payable at the option of the holder hereof. A transfer of more than 49% of the voted stock of the maker corporation, either at one time or in the aggregate, other than as a consequence of death of any stockholder of the corporation, shall be deemed to be a transfer of said assets.

This Note is secured by a Security Agreement on the personal property located at 1060 Main Street, Leicester, Massachusetts, a Pledge Agreement on the wines and malt beverages license, and a UCC Financing Statement filed with the Secretary of State's Office in Boston, Massachusetts.

SIGNED AS A SEALED INSTRUMENT this ____ day of October, 2021.

WH 2008, Inc

Witness:

Wael Tawfik, President

PLEDGE AGREEMENT

WH 2008, Inc. (hereinafter called the "Pledgor") and Saint Antony, Inc (hereinafter called the "Pledgee") hereby agree as follows:

1. To secure the payment of Fifty Thousand and no/100 (\$50,000.00) Dollars as provided in a promissory Note dated October 1, 2021(the "Note"), the Pledgor hereby grants to the Pledgee a security interest in (including, without limitation, a lien on and pledge on all the Pledgor's Collateral (as hereinafter confined).
2. As used herein the following words and phrases shall have the following meanings:
 - a. "Obligations" shall include without limitation, all loans, advances, indebtedness, notes, liabilities and amounts liquidated or unliquidated, owning from the Pledgor to the Pledgee at any time, each of every kind, nature and description, whether arising under this Agreement or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly from the Pledgor to the Pledgee, or are due indirectly from the Pledgor to the Pledgee as assignee), absolute or contingent, due or to become due, now existing or hereafter contracted. Said obligations shall also include all interest and other charges chargeable to the Pledgor or due from the Pledgor to Pledgee from time to time and all costs and expenses referred to in Paragraph 3(e) of this Agreement.
 - b. "Collateral" shall mean and refer to the Pledgor's package store wines and malt beverages license located at 1060 Main Street, Leicester, Massachusetts.
 - c. "Code" shall mean and refer to the Massachusetts Uniform Commercial Code as in effect from time to time.
3. The Pledgor hereby warrants to represents to and covenants with the Pledgee:
 - a. The Pledgor is the owner of the collateral free and clear of all security interests, liens and encumbrances, and the Pledgor will warrant and defend the same and the Pledgee's security interest therein against the claims and demands of all persons.
 - b. The Pledgor will keep the Collateral free and clear of all attachments, claims, liens, security interests and encumbrances of any kind and nature.
 - c. The Pledgor will not sell, transfer or otherwise dispose of the collateral or any interest therein.

- d. The Pledgor shall be the holder of the collateral in his name and shall be entitled to all privileges granted thereby.
- e. The Pledgor will indemnify and save the Pledgee harmless from all loss, cost, damage, liability or expense including reasonable attorney's fees which the Pledgee may sustain or incur by reason of defending or protecting the security interest hereby granted the priority thereof, the enforcement of any of the Obligations or in the prosecution or defense of any action or proceeding concerning any matter growing out of or connected with this Agreement, the Obligations or the Collateral.
- f. The Pledgor will conduct its business in a lawful manner in order to preserve all of its rights and privileges under the collateral.
4. The Pledgor will promptly pay when due all taxes and assessments on or relating to the Collateral or for its use or operation, or upon any Security Agreement or any note, instrument or other agreement evidencing or given in connection with or as security for any of the Obligations, and Pledgor will provide the Pledgee with copies of all returns evidencing payment of all taxes and assessments on or relating to the Collateral.
5. The Pledgee, may, at is option: (a) pay any sum required to discharge any taxes, or liens placed on the Collateral; and (b) pay any sum necessary in the judgment of the Pledgee for the maintenance or preservation of the Collateral. On demand, the Pledgor will reimburse the Pledgee for any payment made or expense incurred by the Pledgee hereunder.
6. The occurrence of any of the following events shall be a default by the Pledgor hereunder: (a) failure of the Pledgor to pay or perform any of the Obligations when due; (b) any warranty, representation or statement made or furnished to the Pledgee by the Pledgor or in the Pledgor's behalf proves to have been false in any material respect when made or furnished; (c) any event shall occur which results in the acceleration of the maturity of any indebtedness (whether for money borrowed or otherwise of the Pledgor to others); (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Pledgor or any endorser or guarantor of any of the Obligations; (e) the calling of sufferance by the Pledgor of a meeting of the creditors of the Pledgor or the occurrence of a meeting by the Pledgor or a representative thereof with a formal or informal committee of creditors of the Pledgor; (f) breach by the Pledgor of any warranty, representation, covenant or agreement contained in this Agreement of in any instrument, document or agreement executed pursuant hereto.
7. Upon any default by the Pledgor hereunder, all Obligations shall at the Pledgee's option, without notice or demand and notwithstanding any terms for payment set forth in any note or instrument evidencing any of the Obligations, become immediately due and payable; and then and thereafter the Pledgee shall have all rights and remedies specified

herein and all rights and remedies of a secured party under the Code. The Pledgee may take and maintain possession of the Collateral upon the Pledgor's premises or may remove the same to such other place or places as Pledgee may determine. The Pledgee will give the Pledgor reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition is to be made. The requirement of reasonable notice shall be met if such notice is mailed, certified or registered, postage prepaid, to the address of the Pledgor first hereinabove set forth at least five days before the time of sale or other intended disposition. The Pledgor shall pay all of the Pledgee's expenses of retaking, holding, preparing for sale, selling or similarly relating to realization on the Collateral which expenses shall also include reasonable attorney's fees.

8. The Pledgee in its sole, reasonable discretion from time to time shall have the right to demand and receive from the Pledgor additional property of nature and types not included in Paragraph 2(b) of this Agreement, to be used as additional security and thereupon the words "Collateral" and "security interest" (in expansion of the definitions contained in Paragraph 2) shall be deemed to include, respectively, any and all such additional property and the Pledgor's interest therein. The Pledgor shall promptly, upon request of the Pledgee, deliver, transfer, assign and make over to the Pledgee all of the Pledgor's right, title and interest in and to any such additional property; and shall execute and deliver to the Pledgee any writings and do all things necessary or requested by the Pledgee to vest fully in or assure to the Pledgee (including, without limitation all steps to create and perfect) its security interest in such additional property. The Pledgee shall have in respect to such additional property all of the rights, powers, privileges, discretions and immunities, granted to it under this Agreement with the same force and effect as if said additional property had been listed in Paragraph 2(b) hereof including, without limitation, the right to apply such property or any part thereof, and any proceeds therefrom to any Obligation.

9. No delay or failure on the part of the Pledgee in exercising any right, privilege or remedy or option hereunder shall operate as a waiver thereof. No waiver whatever shall be value and binding on the Pledgee unless contained in writing duly executed by the Pledgee and then only to the extent therein set forth.

10. The Pledgee may exercise or enforce any one or more remedies available to it successively, alternatively or concurrently.

11. The Pledgor shall join with the Pledgee in executing financing statements and at the Pledgor's expense cause the same to be filed in such public offices as may be required to perfect the security interest hereby granted. To the extent permitted by law, the Pledgee may file one or more financing statements relating to the security interest hereby granted without the Pledgor's signature thereon. The Pledgor will further, from time to time, execute and deliver such instruments and take all such other action which the Pledgee may require to assure more fully to the Pledgee or to vest more securely in the Pledgee all rights and interests contemplated in this Agreement. A carbon, photographic or other reproduction of this Agreement or any financing statement executed pursuant to

the terms hereof shall be sufficient as a financing statement for the purpose of filing with the appropriate public authorities.

12. This Agreement cannot be amended except by an instrument in writing duly executed by both the Pledgor and the Pledgee.

13. All rights of the Pledgee hereunder shall inure to the benefit of its successors and assigns and this Agreement shall be binding upon the Pledgor's heirs, executors, administrators, successors or assigns. If there be more than one Pledgor, their obligations hereunder shall be joint and several.

14. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and shall take effect as an instrument under seal.

EXECUTED this _____ day of October, 2021.

PLEDGOR:

WH 2008, Inc.

By: _____
Wael Tawfik, President

PLEDGEE:

St. Antony, Inc.

By: _____
Saad Sourial, President



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0613099712
Notice Date: July 28, 2021
Case ID: 0-001-244-673



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SAINT ANTONY INC.
1060 MAIN ST
LEICESTER MA 01524-1355

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, SAINT ANTONY INC. is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE



362200143

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

SAINT ANTONY
105 LESLIE ROAD
WALTHAM, MA 02451

EAN: 22081884
July 28, 2021

Certificate Id:49954

The Department of Unemployment Assistance certifies that as of 7/28/2021, SAINT ANTONY is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149, §189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

ASSET PURCHASE AGREEMENT

AGREEMENT made this 1 day of July, 2021, by and between Saint Antony Inc, a Massachusetts corporation, of 1 Hammond Circle, Hudson, Massachusetts, hereinafter referred to as SELLER and Wael Tawfik of 6 Story Acres Road, Essex, Massachusetts, or his corporate or LLC nominee, hereinafter referred to as BUYER.

WHEREAS, the SELLER is the owner of a convenience and package store business known as Crossroads Marketplace located at 1060 Main Street, Leicester, Massachusetts, (the "Business"); and

WHEREAS, SELLER desires to sell to the BUYER and the BUYER desires to purchase from the SELLER, the Business upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other valuable consideration by each of the parties hereto to the other paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter set forth, the parties have agreed and by these presents do hereby agree as follows:

1. SALE OF CERTAIN ASSETS. The SELLER agrees to sell and the BUYER agrees to buy the following (collectively referred to as the "Assets"):

(a) PERSONAL PROPERTY. All personal property now owned by the SELLER, and used or usable in connection with the Business, including without limiting the generality of the foregoing, all furniture, fixtures and equipment, said personal property being more particularly described in the list attached hereto and marked "A" ("Personal Property").

(b) LICENSES. All transferable licenses and permits issued to the SELLER, including, without limitation, seven (7) day package store wines and malt beverages license.

(c) Goodwill including the right to the use of the name "Crossroads Marketplace".

(d) Any rights SELLER may have in the telephone number(s) of the Business.

(e) INVENTORY. Inventory of the Business.

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The Assets shall be transferred by a general Bill of Sale of the SELLER conveying free from all claims, liens and encumbrances, all of the assets to be sold pursuant to the terms hereof. The BUYER shall not assume any liability of the SELLER, including any current contracts between SELLER and vendors, unless expressly set forth herein.

2. EXCLUSIONS. (a) The following items of personal property are excluded from this sale: cash, accounts receivable, corporate records, minute books, income or corporate excise tax returns relating thereto, bank records, monthly or annual accounting reports or accounts payable vouchers, paid checks, general operating and receivable ledgers, cash receipt books, federal and state employee earnings reports, payroll records, journals and other similar books and records, for any period or periods prior to the closing date.

3. PURCHASE PRICE. (a) For said Bill of Sale, conveyance and transfer, the BUYER shall pay the total sum of Two Hundred Twenty Thousand (\$220,000.00) Dollars as follows: (i) Eleven Thousand (\$11,000.00) Dollars have been paid upon the execution of this Agreement as a deposit, (ii) One Hundred Fifty Nine Thousand (\$159,000.00) Dollars by certified, bank or treasurer's check at the time of closing, (iii) the balance of Fifty Thousand (\$50,000.00) Dollars by a promissory note of the BUYER to the SELLER without interest payable in one (1) year in equal monthly installment beginning five (5) months after the closing date. Said note shall be secured by a chattel mortgage and UCC financing statement on the Assets. In the event the BUYER takes title in the name of a nominee, then said note shall be personally guaranteed by the said Wael Tawfik.

(b) ADDITION TO PURCHASE PRICE. Immediately prior to the closing, the parties agree to take an inventory of the goods/products located at the Business premises. The parties shall share equally the costs associated with the taking of the inventory. The value of the inventory shall be calculated by determining the wholesale/SELLER's cost of such inventory. The BUYER shall have the right to refuse inventory that is expired, out of code, damaged or not fresh. The inventory value so calculated shall be paid by a promissory note of the BUYER to the SELLER without interest payable in four (4) months in equal monthly installments beginning one (1) month after the closing date. Said note shall be secured by a chattel mortgage and UCC financing statement on the Assets. In the event the BUYER shall take title in the name of a nominee, then said note shall be personally guaranteed by the said Wael Tawfik.

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(c) OTHER ADJUSTMENTS. Pro rata adjustments shall be made at the time of the closing for all prepaid items including license fees, personal property taxes and all prepaid contracts.

(d) ALLOCATION OF PURCHASE PRICE. The purchase price shall be allocated by mutual agreement of the parties.

4. REPRESENTATIONS AND COVENANTS OF SELLER. The SELLER warrants, represents and covenants the following:

(a) The SELLER has filed all tax returns and paid all taxes of every kind and nature required by any taxing authority and knows of no deficiency or assessment which may have been incurred. SELLER shall at the time of closing be in good standing with the Secretary of the Commonwealth.

(b) The SELLER is the owner of and has good and marketable title to all the Assets set forth in paragraph 1.

(c) The SELLER has complied with all laws, rules and regulations of the city, state and federal governments.

(d) The SELLER has not entered into any contract to sell or mortgage this Business or any portion thereof.

(e) SELLER is not in default with respect to any order, writ, injunction, decree or demand of any court or federal, state, municipal or other governmental agency, commission or instrumentality; there is no litigation, proceeding or governmental investigation pending or threatened against or relating to SELLER or its properties, business or the transactions contemplated by this Agreement or their employees in reference to actions taken by them in such capacities; nor is there any basis known to SELLER for any such litigation, proceeding or investigation.

(f) The Bill of Sale and instruments of assignment to be delivered at the closing will transfer to the BUYER all the personal property, inventory, licenses, permits, rights to the telephone number and goodwill used by SELLER in the conduct of the Business as hereinbefore described.

(g) The Bill of Sale will state that this conveyance and transfer is free from all encumbrances and will contain the usual warranties of title.

(h) No judgments, postings, liens, or debts will be outstanding at the closing

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against the SELLER or against the Business.

(i) All of the Personal Property is being sold in good operating condition and the Business premises will be in substantially the same condition it is now, reasonable wear and tear and usual customary business variation excepted, and in compliance with state and local building and health code requirements. The BUYER reserves the right to inspect the personal property and Business premises within 24 hours of the time of closing.

(j) The SELLER has all licenses and permits necessary for the operation of said Business and said licenses and permits will be in good standing at the time of closing.

(k) Neither this Agreement, nor any other document, certificate or statement furnished to BUYER by or on behalf of SELLER in connection with the transaction contemplated hereby contains any untrue statement of a material fact or omits to state a material factor necessary in order to make the statements contained herein not misleading.

(l) Up until the closing date, the Business shall be conducted as it has in the past.

5. CLOSING DATE. The closing date for this Agreement and completion of transfers hereunder shall be within ten (10) days after all licenses and permits have been obtained and shall take place at the office of Thomas T. Truax, Esquire unless some other date and place is mutually agreed upon by all parties hereto. In any event, the closing date shall be no later than 120 days from the date of this Agreement. Provided, however, in the event that said all alcoholic beverages license has not been transferred but the transfer has been approved by the Leicester Select Board, and is merely awaiting ABCC approval, then the closing date may be extended for a period of up to 30 days. It is agreed that time is of the essence of this Agreement.

6. INSURANCE. The assets shall be adequately insured by SELLER against fire and loss due to other casualty prior to the closing date as herein provided and a valid policy shall be duly in force.

7. RISK OF LOSS. The SELLER assumes all risks of destruction, loss or damage due to fire or other casualty up to the date of closing and in the event that any such loss occurs prior to the closing, the BUYER shall have the right to terminate this Agreement by written notice to the SELLER and all payments made hereunder shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall

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be void and without recourse to the parties hereto.

8. ACCEPTANCE OF BILL OF SALE. Except as herein otherwise provided, the acceptance of the Bill of Sale by the BUYER or his nominee shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are by the express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price.

9. SURVIVAL OF REPRESENTATION. All representations, warranties, and agreements made by the SELLER in this Agreement or pursuant hereto, except as otherwise expressly stated, shall survive the closing for a period of six (6) months.

10. POSSESSION OF BUSINESS PREMISES. Full possession of the Business premises, free of all tenants and occupants and all personal property, except as herein provided, is to be delivered on the closing date.

11. EXTENSION OF TIME. If the SELLER shall be unable to give title or to make conveyance or to deliver possession of the Business premises and the Assets, all as herein stipulated or if at the time of the delivery of the Bill of Sale as said time may have been extended as provided herein, the Business premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereto to BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days or to the final day of the Buyer's commitment, whichever is sooner. If at the expiration of the extended time the SELLER shall have failed so to remove any defect in title, deliver possession, to make the Business premises and Assets conform, as the case may be, all as herein agreed, then at the BUYER's option, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. The BUYER shall have the election at either the original or any extended time for performance to take such title as the SELLER can deliver to the said Premises and Assets in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title. Any other extensions of this Agreement shall be in writing signed by both parties hereto. The SELLER shall not

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be obligated to expend more than \$1,000.00 to comply with the provisions of this paragraph.

12. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable the SELLER to make conveyance as herein provided, the SELLER may at the time of the delivery of the Bill of Sale and other instruments of transfer, use the purchase money or any portion thereof to clear title of any or all encumbrances; PROVIDED, that all instruments so procured are recorded simultaneously with the delivery of the Bill of Sale, or in the case of institutional lenders, reasonably thereafter in accordance with customary conveyancing practices.

13.(a) SELLER'S INDEMNITY. The SELLER agrees to indemnify and save harmless the BUYER against any loss, costs and expenses, including reasonable attorney's fees, which the BUYER may incur or sustain by reason of any claims made against the BUYER for any obligation incurred by the SELLER up to the time of closing, as a result of which the BUYER becomes liable. The SELLER shall be given reasonable opportunity to settle or litigate said liability claim against the SELLER so long as within thirty days of notification by BUYER of such a claim against him, SELLER shall pay the claim or obligation or commence defense against said claim or obligation. The SELLER represents to the BUYER that there are no creditors of the Business, and if there are any, the SELLER shall pay all creditors in full for bills incurred up to the date of closing immediately. The terms of the within paragraph shall expressly survive the closing without any time limitation.

(b) BUYER'S INDEMNITY. The BUYER agrees to indemnify and save harmless the SELLER against any loss, costs and expenses, including reasonable attorney's fees, which the SELLER may incur or sustain by reason of any claims made against the SELLER for any obligation incurred by the BUYER subsequent to the time of closing as a result of which the SELLER becomes liable. The BUYER shall be given reasonable opportunity to settle or litigate said liability claim against the BUYER so long as within thirty days of notification by SELLER of such a claim against him, BUYER shall pay the claim or obligation or commence defense against said claim or obligation. The terms of the within paragraph shall expressly survive the closing without any time limitation.

14. CONDITIONS OF SALE. The closing contemplated by this Agreement is specifically contingent upon the following:

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(a) The BUYER being able to obtain and/or transfer to himself all licenses and permits issued to the SELLER by the Town of Leicester and Commonwealth of Massachusetts necessary to conduct the same business as is presently being conducted at the Business premises. This includes obtaining the approvals of all state and local authorities, including without limitation, Massachusetts State Lottery Commission, Leicester Select Board and ABCC. BUYER shall diligently pursue its Application for Transfer of License with the Leicester Select Board. SELLER shall provide BUYER with a DOR Certificate of Good Standing and DUA Certificate of Compliance within twenty (20) days from the date of this Agreement. BUYER shall assume and pay all costs associated therewith.

(b) The BUYER securing from the SELLER and SELLER's landlord an assignment of the current lease with the landlord's written consent thereto and an amendment of the current lease which extends the term of the current lease, all satisfactory to the BUYER in his sole discretion.

If any of these conditions are not satisfied, then at the option of either the BUYER or the SELLER, this Agreement may be terminated, whereupon any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.

15. CLOSING DOCUMENTS.

At the closing and as a condition precedent to the payment of the purchase price provided for in Section 3 of the Agreement the Seller shall deliver to the Buyer the following documents:

(a) A Bill of Sale conveying good title to the Assets with the usual warranties of title in accordance with this agreement, free from all encumbrances.

(b) A Certificate of Good Standing issued by the Massachusetts Secretary of the Commonwealth.

(c) A Tax Lien Waiver Certificate issued by the Massachusetts Department of Revenue.

(d) A vote of all of the issued and outstanding shares of the stock of the SELLER entitled to vote, authorizing the sale of the Business to the BUYER.

(e) Any other documents reasonably required by the BUYER's counsel in order to effectuate the transfer contemplated herein.

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16. COVENANT NOT TO COMPETE.

The SELLER agrees that the SELLER and its principal, shall execute a Covenant Not to Compete at the closing pursuant to which the SELLER and its principal shall agree not to engage in the package and/or convenience store business or any other business involving the sale of beer and wine at retail, as owner, partner, stockholder, employee or in any other capacity for a period of five (5) years within a radius of five (5) miles of the Business.

17. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives, provided that neither party shall assign any of its right hereunder without the prior written consent of the other.

18. ENTIRE AGREEMENT; MODIFICATION. This Agreement is to take effect as a sealed instrument and sets forth the entire agreement between the parties relative to the subject matters hereof and may be cancelled or modified only by a written instrument executed by the parties.

19. MASSACHUSETTS CONTRACT. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument.

20. EXPENSES. Except where provided otherwise, all expenses of each party hereto, including without limitation, fees and expenses of their legal counsel, accounts and employees, or other representatives, incurred in connection with the negotiation and performance of this Agreement shall be borne and paid by such party.

21. SUBSEQUENT DOCUMENTS. All parties hereto agree, from time to time, after closing, to execute, acknowledge and deliver such other instruments as it may reasonably be required by any part to this Agreement in order to give full effect to any of the provisions hereof, as the same may have been modified to the date of closing.

22. DEPOSIT. All deposits made hereunder shall be held by Thomas T. Truax, Esquire as escrow agent and shall be duly accounted for at the time of performance of this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits pending written instructions mutually given by the SELLER and BUYER,

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or by an order of a Court of competent jurisdiction. All funds deposited shall be held in a non-interest bearing escrow account.

23. BUYER'S DEFAULT - DAMAGES. In the event the BUYER shall fail to purchase the Business and assets under the terms hereof, then, in that event, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages for said non-performance, in lieu of any other remedies which the SELLER may have at law or in equity.

24. NOTICES. Unless otherwise provided herein, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if faxed, emailed, hand-delivered or mailed by certified mail, return receipt requested or by recognized overnight courier to: Saad Sourial, 1 Hammond Circle, Hudson, Massachusetts 01749, fax _____, saad.sourial@gmail.com, if to SELLER, and Thomas T. Truax, Esquire, 530 Loring Avenue, Suite 101, Salem, Massachusetts 01970, fax (978) 741-2020, ttruax@comcast.net if to BUYER.

25. BROKERS. The BUYER and the SELLER represent and warrant to each other that neither party has contacted any broker in connection with this transaction, and were not directed to each other as a result of any services or facilities of any broker. The BUYER agrees to indemnify the SELLER against, and to hold it harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted against it as a result of the BUYER contacting any broker in connection with this transaction. The SELLER agrees to indemnify the BUYER against, and to hold the BUYER harmless from, any claim, loss, damage, cost or liability for any brokerage commission or fee which may be assessed against the BUYER as a result of the SELLER contacting any broker in connection with this transaction.

26. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties have placed their hands and seals on the day and year first above written.

WITNESS:




SELLER:

Saint Antony Inc

By: 

_____ Saad Sourial, President

WITNESS:



BUYER:

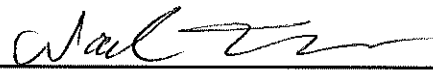

_____ Wael Tawfik

Exhibit A

Equipments Crossroads Market

- Counter

- Register and Scale

1. Coffee Machine - Fetco Coffee Brewer CBS 2032e
2. Microwave - Amana Commercial RFS11B
3. (2) Slicer - Hobart Model 1612,
4. (2) Warmer - RDFW 1200NP Food Warmer
5. Prep Sink
6. Hand Sink
7. Stove - Winco Spectrum 2 Open Burner Hot Plate
8. Charcoal Grill - Select Southbend Model 24
9. Grill - Wells 2424G Stainless Steel Gas Countertop Griddle
10. Fryer - Imperial IFS-40 Floor Fryer
11. Oven Toaster - Vollrath JB2H Ventless Countertop Conveyor Oven
12. Hood
13. Oven - Blodgett Oven Mark V
14. Freezer - True Freezer Model GDM-49F
15. Freezer - Maxx Cold Model MXM3-72FV
16. Sandwich Salad Prep Cooler - Beverage-Air SP72-30M
17. Deli Display Showcase Cooler - Marc Refrigeration BT013A
18. Deli Display Showcase Cooler - Marc Refrigeration BT013A

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19. Walk-In Cooler (4 doors)
20. Walk-In Cooler (11 doors)
21. (2) Reach-In Cooler (3 doors)
22. 3 Bay Sink
23. Mop Sink
24. Grease Trap
25. Tables and Chairs
26. Gondolas
27. Stainless Steel Tables (4)
28. Display T.Vs for Menu (3) including chips for programing.





2021 EMS Billing Rate Proposal

Leicester EMS Department

Prepared By: Brian D. Kelley, EMT-P, I/C, MA
Address: 3 Paxton St, Leicester MA 01524

Email: bkelly@leicesterfireems.org
Tel: (508) 892 - 7006



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AMBULANCE REIMBURSEMENT RATES

Medicare Fee Schedule

- The Federal Government based upon geographic location sets Medicare rates. Some states, such as Massachusetts may have more than one rate dependent on location within the state.
 - Middlesex County, Norfolk County and Suffolk Counties receive 8.5% more than does the rest of the Commonwealth of Massachusetts.
- Since 2015, the authorized Medicare billing rates for Massachusetts have only increased by approximately 4.5%.
- Last Increased:

Year / Location	BLS Emergency	ALS 1 Emergency	ALS 2	Mileage
2021 (01)	\$ 437.49	\$ 519.52	\$ 751.91	\$ 7.70
2021 (99)	\$ 399.42	\$ 474.31	\$ 686.50	\$ 7.70

(01) Middlesex County, Norfolk County, and Suffolk County Only

(99) All other Massachusetts Counties

Medicaid (MassHealth) Fee Schedule

- Both the Federal Government and participating states governments administer Medicaid. States are not however mandated to participate, but since 1982, all states have been actively participating.
 - In the Commonwealth of Massachusetts Medicaid is also known as Mass Health.
- Since 2008, the authorized Medicaid billing rates for Massachusetts have only increased by approximately 6.9%.
- Last Increased: September 20, 2019

Year	BLS Emergency	ALS 1 Emergency	ALS 2	Specialty Care Transport	Mileage
2020	\$ 252.61	\$ 299.97	\$ 434.17	\$ 513.11	\$ 2.99

Private Fee Schedule

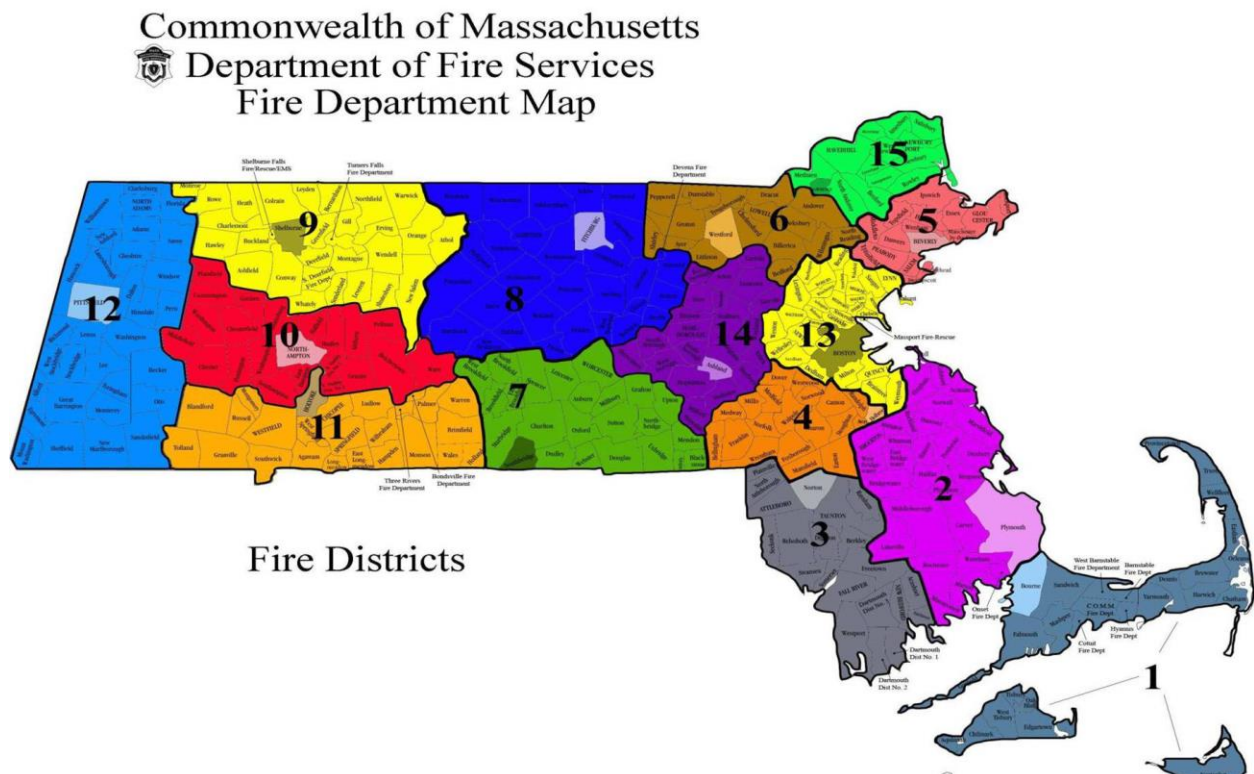
Average Private Fee Schedule - By Massachusetts Fire District

Massachusetts Fire District	# of Departments Reporting	BLS Emergency	ALS 1 Emergency	ALS 2	Mileage
District 1	2	\$ 1,650.00	\$ 2,100.00	\$ 3,000.00	\$ 36.50
District 2	4	\$ 1,600.00	\$ 2,161.25	\$ 2,688.75	\$ 37.00
District 3	2	\$ 1,391.75	\$ 2,155.83	\$ 3,269.38	\$ 32.53
District 4	13	\$ 1,335.35	\$ 1,944.20	\$ 2,904.12	\$ 31.99
District 5	2	\$ 1,325.00	\$ 2,075.00	\$ 2,575.00	\$ 42.50
District 7	6	\$ 1,144.86	\$ 1,594.10	\$ 2,321.69	\$ 22.10
District 8	1	\$ 1,142.63	\$ 1,356.88	\$ 1,963.94	\$ 46.53
District 13	5	\$ 1,558.20	\$ 1,956.82	\$ 2,664.48	\$ 34.27
District 14	15	\$ 1,370.55	\$ 1,784.69	\$ 2,450.73	\$ 33.05
Statewide	50	\$ 1,374.17	\$ 1,875.95	\$ 2,634.93	\$ 32.67

Average Private Itemized Fee Schedule - Statewide

	Extra Attendant	Oxygen	ALS Airway	IV Attempt	IO Attempt	Cardiac Monitor (4-Lead)	Cardiac Monitor (12-Lead)
Statewide	\$ 199.57	\$ 98.21	\$ 233.22	\$ 190.11	\$ 282.84	\$ 306.02	\$ 318.52

* The average private itemized billing rates listed above are based upon information provided by 8 Ambulance Services that itemize bill.



AMBULANCE BILLING RATES

Current Leicester EMS Billing Rates

- Current Leicester EMS Billing rates went into effect on July 1, 2018 and have not been updated since that time.

Level of Service	Flat Rate Fee
BLS Emergency	\$ 1,200.00
ALS 1 Emergency	\$ 1,900.00
ALS 2	\$ 2,400.00
Mileage	\$ 25.00

Proposed Leicester EMS Billing Rates

- Proposed Leicester EMS Billing rates, if approved by the Selectboard, shall go into effect on October 1, 2021.

Level of Service	Flat Rate Fee	Itemized Rate Fee
BLS Emergency	\$ 1,500.00	
ALS 1 Emergency	\$ 2,000.00	
ALS 2	\$ 3,000.00	
Mileage	\$ 35.00	
Extra Attendant		\$ 200.00
Hazardous Material Waste		\$ 25.00
BLS Routine Supplies		\$ 50.00
BLS Defibrillation Supplies		\$ 200.00
Oxygen		\$ 100.00
ALS Airway		\$ 200.00
ALS Defibrillation Supplies		\$ 200.00
IV Therapy		\$ 175.00
IO Therapy		\$ 200.00
CPAP Mask		\$ 150.00
Cardiac Monitor		\$ 100.00
12-Lead		\$ 125.00

REVENUE PROJECTIONS

Flat Rate Increase and Itemized Rate Implementation Revenue

- It should be noted that the aforementioned proposed EMS Billing Increase(s) will only affect anticipated revenue collected from Private Insurance and Self Pay patients. Medicare & Medicaid Patients will not be affected by the proposed rate change(s).

Fiscal Year	Current Rate(s)		Propose Rate(s)		Rate Difference		
	BLS	ALS	BLS	ALS	BLS	ALS	Difference
FY 21	\$199,504.28	\$169,655.75	\$264,605.67	\$222,748.02	\$65,101.40	\$53,092.27	\$118,193.67
FY 20	\$124,838.55	\$183,396.00	\$165,575.34	\$240,788.16	\$40,736.79	\$57,392.16	\$ 98,128.95
FY 19	\$165,613.50	\$233,707.50	\$219,655.80	\$306,844.20	\$54,042.30	\$73,136.70	\$127,179.00
FY 18	\$165,669.08	\$223,439.50	\$219,729.51	\$293,362.92	\$54,060.44	69,923.42	\$123,983.86
4 Year Average	\$163,906.35	\$202,549.69	\$217,391.58	\$265,935.83	\$53,485.23	\$63,386.14	\$116,871.37

BLS vs ALS Transport Ratio

- The ratio of BLS vs ALS Transports, plays a critical role in EMS revenue collections. ALS Transports are billed at a higher rate than BLS Transports.
- In a retrospective review of the last four (4) Fiscal Years of transport data at Leicester EMS, the BLS vs ALS Transport ratio is an average of 55.1 % BLS Transports and 44.9 % ALS Transports.
 - FY 21 this ratio dropped to 63.7 % BLS Transports and 36.3 % ALS Transports, largely in part due to the lack of Paramedics available to staff the ambulance.
 - Through a combination of resolving the ALS staffing issue(s) as well as increased Education & Training of ALS Providers, it is not unreasonable to expect to see an average ratio of 60 % ALS Transports and 40 % BLS Transports.

Fiscal Year	BLS	ALS
FY 21	63.7%	36.3%
FY 20	50.4%	49.6%
FY 19	51.4%	48.6%
FY 18	52.5%	47.5%
4 Year Average	55.1%	44.9%

- For example, in a review of private insurance billing only - for Fiscal Year 2021 with existing rates, with an average transport of 9 miles the following would have been billed:
 - Actual Ratio: \$ 369,160.03
 - 60 % ALS to 40 % BLS Ratio: \$ 552,900.12

Increase Of: \$ 183,740.09

Collections

- From March 2017 to until August of 2021, Leicester EMS has not sent any eligible EMS revenue to collections.
 - On August 24, 2021 \$416,603.63 was sent to collections.
 - If only 25 % of that is collected (\$ 104,150.90), the Leicester EMS would have recouped approximately \$ 52,075.45.
- It should be noted, that Ambulance Collections should not be relied upon as a regular source of income when preparing a budget.

Timely Completion & Submission of Patient Care Reports (PCRs)

- From March 2017 to until August of 2021, Leicester EMS lost \$ 28,406.09 in potential ambulance revenue as a result of PCRs not being completed and/or submitted for billing in a timely manner (an average of approximately \$ 7,101.52 per year).
- In Fiscal Year 2021, Leicester EMS was reported to have transported 1,227 patients to the hospital, however only 1,151 patients were billed for transports. 76 patients were not billed for treatment and transport to the hospital.
 - Assuming all 76 patients were treated and transported at the BLS Level, this resulted in a potential loss of up to \$ 54,772.33 in ambulance revenue for Fiscal Year 2021.

Fiscal Year 2022 EMS Revenue Projection(s)

- To be conservative, assume Leicester EMS will only perform 997 transports in Fiscal Year 2022 (230 transports less than Fiscal Year 2021):
 - 50 % BLS to 50 % ALS Transport Ratio
 - Increase in EMS Billing Rates
 - Itemized Billing
 - Lowest actual insurance payor mix in last 4 years
 - Medicare - 52.2 %
 - Medicaid - 21.4 %
 - Private Insurance - 18.6 %
 - Self-Pay - 7.5 %
 - Collecting 0 % of Self Pay
- **Projected EMS Collections: \$764,342.93**
 - **80 % of Projected EMS Collections: \$ 611,474.34**

Town of Leicester

[PROPOSED] 2021 Ambulance Fee Schedule

Base Rate & Mileage Charges

Description	Fee
BLS Non-Emergency	\$ 1,250.00
BLS Emergency	\$ 1,500.00
ALS1 Non-Emergency	\$ 1,750.00
ALS1 Emergency	\$ 2,000.00
ALS2	\$ 3,000.00
Specialty Care Transport (SCT)	\$ 4,000.00
Mileage	\$ 35.00

General Charges

Description	Fee
Extra Attendant <i>To be utilized anytime additional manpower is requested to the scene to assist the ambulance.</i>	\$ 200.00
Hazardous Material Waste <i>To be utilized anytime an intervention is performed that creates hazardous waste. (Ex. IV or IO Therapy, ALS Medication administration, or Epi-Pen administration, ect).</i>	\$ 25.00

BLS Charges

Description	Fee
BLS Routine Supplies <i>To be utilized anytime BLS Supplies are utilized. (Ex. Bag-Valve Mask, Oropharyngeal Airway, Nasopharyngeal Airway, Woundcare, Glucometer, C-Spine, ect).</i>	\$ 50.00
BLS Defibrillation Supplies <i>To be utilized anytime an Automatic External Defibrillator is applied to or used on a patient.</i>	\$ 200.00
Oxygen <i>To be utilized anytime oxygen is applied to a patient. (Ex. Nasal Cannula, Non-Rebreather, CPAP, Nebulizer, ect).</i>	\$ 100.00

ALS Charges

Description	Fee
ALS Airway <i>To be utilized anytime an ALS Airway is placed (Endotracheal Tube, King Airway, End-Tidal CO2 Monitoring, ect).</i>	\$ 200.00
ALS Defibrillation Supplies <i>To be utilized anytime Defibrillation or Pacing Pads are applied to or used on a patient.</i>	\$ 200.00
IV Therapy <i>To be utilized anytime Intravenous Therapy is attempted or completed.</i>	\$ 175.00
IO Therapy <i>To be utilized anytime Intraosseous Therapy is attempted or completed.</i>	\$ 200.00
CPAP Mask <i>To be utilized anytime CPAP is attempted or completed.</i>	\$ 150.00
Cardiac Monitor <i>To be utilized anytime a patient is placed on a Cardiac Monitor, 1 to 4 Leads.</i>	\$ 100.00
12-Lead <i>To be utilized anytime a patient has a 12-Lead performed.</i>	\$ 125.00

*With the exception of Mileage, no patient shall be billed more than once per transport for the items listed above. (Ex. 3 IV Attempts gets billed as 1).

Memo



To: Leicester Selectboard
From: Brian D. Kelley, Interim EMS Director
Date: September 1, 2021
Re: Staffing & Salaries

As you are aware, Leicester EMS currently has a critical shortage of Paramedics, resulting in the primary ambulance being staffed at the BLS Level approximately 50 % of the time. The shortage of Paramedics is in large part due to the failure of Leicester EMS to offer competitive wages to prospective Paramedics.

SALARIES & WAGES

- Increase rates effective November 1, 2021 (see attached “Proposed Leicester EMS Hourly Pay Rates – Immediate”). Switch to hourly pay, 24 hours-per day for in station coverage and eliminate overnight in-station stipends. Eliminate quarterly payroll – transition all employees to bi-weekly pay payroll.
 - Employees will need to choose which employment classification they wish to fall under: Part-Time (Benefited), Part-Time (Non-Benefited), Per-Diem or On-Call.
 - Part-Time (Benefited): Required to work two (2) set, 12-hour shifts per week.
 - Part-Time (Non-Benefited): Required to work one (1) set, 12-hour shift per week.
 - Per-Diem (Non-Benefited): Required to work at a minimum two (2), 12-hour shifts per month.
 - On-Call: Not required to work any shifts, but instead will be required to respond to 2nd occurring medical emergencies.
- Re-evaluate EMS Billing Revenue in early 2022 to consider an additional increase (see attached “Proposed Leicester EMS Hourly Pay Rates – FY 23”) to bring our wages to a competitive level.
- To adequately compensate on-call personnel, stipends for responding to 2nd occurring medicals should be increased immediately (see attached “Proposed Leicester EMS Stipend Pay Rate – Immediate”).

STAFFING

Immediately upon approval of salary increase for Fiscal Year 2022, post/advertise jobs for Part-Time and Per-Diem Paramedics at Leicester EMS. Part-Time Paramedics will ideally be used to fill the majority of shifts, with Per-Diem Paramedics being used to fill open shifts.

In the event that we are unable to fill 90+ % of our shifts with a Part-Time or Per-Diem Paramedic following the transition to 24/7 hourly pay, it is probable that one of the scenarios listed below will be necessary to implement effective on or before July 1, 2022.

Scenario 1: Four (4) Full-Time Paramedics

- Hire Four (4) Full-Time Paramedics effective July 1, 2022.
 - 24-Hour Shifts, Rotating 8-day schedule
 - Fill EMT Shifts with Per-Diem (non-benefited) employees.
 - FY23 Salaries & Benefits: \$ 667,600.00 (\$ 275,498.00 increase from FY22)
 - \$84,000.00 in Benefits

Scenario 2: Four (4) Full-Time EMTs & Four (4) Full-Time Paramedics

- Hire Four (4) Full-Time Paramedics and Four (4) Full-Time EMTs effective July 1, 2022.
 - 24-Hour Shifts, Rotating 8-day schedule
 - FY23 Salaries & Benefits: \$ 828,423.20 (\$ 436,321.20 increase from FY 22)
 - \$ 168,000.00 in Benefits

Scenario 3: Seven (7) Part-Time Paramedics (Benefited)

- Hire Fourteen (7) Part-Time (Benefited) Paramedics, effective July 1, 2022.
 - 24-Hour Shifts, rotating 8-day or non-rotating schedule.
 - Fill EMT Shifts with Per-Diem (non-benefited) employees.
 - FY23 Salaries & Benefits: \$ 758,288.70 (\$ 366,186.70 increase from FY 22)
 - \$ 147,000.00 in Benefits

Scenario 4: Three (3) Part-Time Paramedics (Benefited)

- Hire Fourteen (3) Part-Time (Benefited) Paramedics, effective July 1, 2022.
 - 2, 12-Hour Shifts, non-rotating schedule.
 - Fill EMT Shifts with Per-Diem (non-benefited) employees.
 - FY23 Salaries & Benefits: \$ 643,142.70 (\$ 251,040.70 increase from FY 22)
 - \$ 63,000.00 in Benefits

Scenario 5: Fourteen (14) Part-Time Paramedics (Non-Benefited)

- Hire Fourteen (14) Part-Time (Non-Benefited) Paramedics, effective July 1, 2022.
 - 12-Hour Shifts, non-rotating.
 - Fill EMT Shifts with Per-Diem (non-benefited) employees.
 - FY23 Salaries: \$ 556,783.20 (\$ 164,681.20 increase from FY 22)

Scenario 1: Four (4) Full-Time Paramedics

Full-Time Per-Diem

Pay Rate	Paramedic		EMT	
	FY22	FY23	FY22	FY23
Bottom Step	\$ 24.00	\$ 25.00	\$ 17.00	\$ 18.00
Average	\$ 24.20	\$ 25.33	\$ 18.63	\$ 20.49
Top Step	\$ 34.00	\$ 35.00	\$ 22.00	\$ 23.00

Stipend	Cost	Annual Cost
2nd Medical	\$ 175.00	\$ 35,000.00
Holiday Bonus	\$ 75.00	\$ 4,200.00
Storm Bonus	\$ 50.00	\$ 4,000.00

PTO Time	
# Vacation Hours	80
# Personal Hours	96
# Holiday Hours	96
# Sick Hours	96
Total PTO Per Empl:	368

# Per Shift	2
Hours/Day	24
FY 22 Days/Year	241
FY 23Days/Year	365
# FT - P	4
# FT - E	0
# 2nd Medicals	200
# Holiday Bonus (x4)	14
# Storm Bonus (x8)	10
Special Duty	100
FY 22 Salary Budget \$	297,102.00

Cost Category	Bottom Step	
	Fiscal Year 22	Fiscal Year 23
EMT:	\$ 98,328.00	\$ 157,680.00
Paramedic:	\$ 138,816.00	\$ 219,000.00
Benefits:	\$ 84,000.00	\$ 84,000.00
PTO Cov:	\$ 38,640.00	\$ 51,520.00
Stipends:	\$ 32,400.00	\$ 43,200.00
Special Duty:	\$ 2,550.00	\$ 2,200.00
Total Cost:	\$ 394,734.00	\$ 557,600.00

* FY 22 Cost Calculated from November 1st to June 30th (241 days)

Additional Funds for FY 22
\$ (97,632.00)

FY23 Salaries Budget *
\$ 667,600.00
* Includes Administrative Assistant & EMS Director Salaries

Cost Category	Average Salary	
	Fiscal Year 22	Fiscal Year 23
EMT:	\$ 107,755.92	\$ 179,492.40
Paramedic:	\$ 139,972.80	\$ 221,890.80
Benefits:	\$ 84,000.00	\$ 84,000.00
PTO Cov:	\$ 38,640.00	\$ 51,520.00
Stipends:	\$ 32,400.00	\$ 43,200.00
Special Duty:	\$ 2,550.00	\$ 2,200.00
Total Cost:	\$ 405,318.72	\$ 582,303.20

* FY 22 Cost Calculated from November 1st to June 30th (241 days)

Additional Funds for FY 22
\$ (108,216.72)

FY23 Salaries Budget *
\$ 692,303.20
* Includes Administrative Assistant & EMS Director Salaries

Cost Category	Top Step	
	Fiscal Year 22	Fiscal Year 23
EMT:	\$ 127,248.00	\$ 201,480.00
Paramedic:	\$ 196,656.00	\$ 306,600.00
Benefits:	\$ 84,000.00	\$ 84,000.00
PTO Cov:	\$ 38,640.00	\$ 51,520.00
Stipends:	\$ 32,400.00	\$ 43,200.00
Special Duty:	\$ 2,550.00	\$ 2,200.00
Total Cost:	\$ 481,494.00	\$ 689,000.00

* FY 22 Cost Calculated from November 1st to June 30th (241 days)

Additional Funds for FY 22
\$ (184,392.00)

FY23 Salaries Budget *
\$ 799,000.00
* Includes Administrative Assistant & EMS Director Salaries

Scenario 2: Four (4) Full-Time EMTs & Four (4) Full-Time Paramedics

Full-Time

Full-Time

<u>Pay Rate</u>	<u>Paramedic</u>		<u>EMT</u>	
	<u>FY22</u>	<u>FY23</u>	<u>FY22</u>	<u>FY23</u>
Bottom Step	\$ 24.00	\$ 25.00	\$ 18.00	\$ 19.00
Average	\$ 24.20	\$ 25.33	\$ 18.63	\$ 20.49
Top Step	\$ 34.00	\$ 35.00	\$ 28.00	\$ 29.00

<u>Stipend</u>	<u>Cost</u>	<u>Annual Cost</u>
2nd Medical	\$ 175.00	\$ 35,000.00
Holiday Bonus	\$ 75.00	\$ 4,200.00
Storm Bonus	\$ 50.00	\$ 4,000.00

<u>PTO Time</u>	
# Vacation Hours	80
# Personal Hours	96
# Holiday Hours	96
# Sick Hours	96
Total PTO Per Empl:	368

<u># Per Shift</u>	2
<u>Hours/Day</u>	24
<u>FY 22 Days/Year</u>	241
<u>FY 23Days/Year</u>	365
<u># FT - P</u>	4
<u># FT - E</u>	4
<u># 2nd Medicals</u>	200
<u># Holiday Bonus (x4)</u>	14
<u># Storm Bonus (x8)</u>	10
<u>Special Duty</u>	100
<u>FY 22 Salary Budget</u>	\$ 297,102.00

<u>Cost Category</u>	<u>Bottom Step</u>	
	<u>Fiscal Year 22</u>	<u>Fiscal Year 23</u>
EMT:	\$ 104,112.00	\$ 166,440.00
Paramedic:	\$ 138,816.00	\$ 219,000.00
Benefits:	\$ 168,000.00	\$ 168,000.00
PTO Cov:	\$ 77,280.00	\$ 103,040.00
Stipends:	\$ 32,400.00	\$ 43,200.00
Special Duty:	\$ 2,550.00	\$ 2,800.00
Total Cost:	\$ 523,158.00	\$ 702,480.00

** FY 22 Cost Calculated from November 1st to June 30th (241 days)*

Additional Funds for FY 22
\$ (226,056.00)

FY23 Salaries Budget *
\$ 812,480.00
<i>* Includes Administrative Assistant & EMS Director Salaries</i>

<u>Cost Category</u>	<u>Average Salary</u>	
	<u>Fiscal Year 22</u>	<u>Fiscal Year 23</u>
EMT:	\$ 107,755.92	\$ 179,492.40
Paramedic:	\$ 139,972.80	\$ 221,890.80
Benefits:	\$ 168,000.00	\$ 168,000.00
PTO Cov:	\$ 77,280.00	\$ 103,040.00
Stipends:	\$ 32,400.00	\$ 43,200.00
Special Duty:	\$ 2,550.00	\$ 2,800.00
Total Cost:	\$ 527,958.72	\$ 718,423.20

** FY 22 Cost Calculated from November 1st to June 30th (241 days)*

Additional Funds for FY 22
\$ (230,856.72)

FY23 Salaries Budget *
\$ 828,423.20
<i>* Includes Administrative Assistant & EMS Director Salaries</i>

<u>Cost Category</u>	<u>Top Step</u>	
	<u>Fiscal Year 22</u>	<u>Fiscal Year 23</u>
EMT:	\$ 161,952.00	\$ 254,040.00
Paramedic:	\$ 196,656.00	\$ 306,600.00
Benefits:	\$ 168,000.00	\$ 168,000.00
PTO Cov:	\$ 77,280.00	\$ 103,040.00
Stipends:	\$ 32,400.00	\$ 43,200.00
Special Duty:	\$ 2,550.00	\$ 2,800.00
Total Cost:	\$ 638,838.00	\$ 877,680.00

** FY 22 Cost Calculated from November 1st to June 30th (241 days)*

Additional Funds for FY 22
\$ (341,736.00)

FY23 Salaries Budget *
\$ 987,680.00
<i>* Includes Administrative Assistant & EMS Director Salaries</i>

Scenario 3:Seven (7) Part-Time Paramedics (Benfited)

Part-Time

Per-Diem

<u>Pay Rate</u>	<u>Paramedic</u>		<u>EMT</u>	
	<u>FY22</u>	<u>FY23</u>	<u>FY22</u>	<u>FY23</u>
Bottom Step	\$ 23.00	\$ 24.00	\$ 17.00	\$ 18.00
Average	\$ 24.20	\$ 25.33	\$ 18.63	\$ 20.49
Top Step	\$ 28.00	\$ 29.00	\$ 22.00	\$ 23.00

<u>Stipend</u>	<u>Cost</u>	<u>Annual Cost</u>
2nd Medical	\$ 175.00	\$ 35,000.00
Holiday Bonus	\$ 75.00	\$ 4,200.00
Storm Bonus	\$ 50.00	\$ 4,000.00

<u>PTO Time</u>	
# Vacation Hours	60
# Personal Hours	22.5
# Holiday Hours	96
# Sick Hours	90
Total PTO Per Empl:	268.5

<u># Per Shift</u>	2
<u>Hours/Day</u>	24
<u>FY 22 Days/Year</u>	241
<u>FY 23Days/Year</u>	365
<u># PT - P</u>	7
<u># PT - E</u>	0
<u># 2nd Medicals</u>	200
<u># Holiday Bonus (x4)</u>	14
<u># Storm Bonus (x8)</u>	10
<u>Special Duty</u>	100
<u>FY 22 Salary Budget</u>	\$ 297,102.00

<u>Cost Category</u>	<u>Bottom Step</u>	
	<u>Fiscal Year 22</u>	<u>Fiscal Year 23</u>
EMT:	\$ 98,328.00	\$ 157,680.00
Paramedic:	\$ 133,032.00	\$ 210,240.00
Benefits:	\$ 147,000.00	\$ 147,000.00
PTO Cov:	\$ 40,879.13	\$ 54,505.50
Stipends:	\$ 32,400.00	\$ 43,200.00
Special Duty:	\$ 2,100.00	\$ 2,200.00
Total Cost:	\$ 453,739.13	\$ 614,825.50

** FY 22 Cost Calculated from November 1st to June 30th (241 days)*

Additional Funds for FY 22
\$ (156,637.13)

FY23 Salaries Budget *
\$ 724,825.50
<i>* Includes Administrative Assistant & EMS Director Salaries</i>

<u>Cost Category</u>	<u>Average Salary</u>	
	<u>Fiscal Year 22</u>	<u>Fiscal Year 23</u>
EMT:	\$ 107,755.92	\$ 179,492.40
Paramedic:	\$ 139,972.80	\$ 221,890.80
Benefits:	\$ 147,000.00	\$ 147,000.00
PTO Cov:	\$ 40,879.13	\$ 54,505.50
Stipends:	\$ 32,400.00	\$ 43,200.00
Special Duty:	\$ 2,100.00	\$ 2,200.00
Total Cost:	\$ 470,107.85	\$ 648,288.70

** FY 22 Cost Calculated from November 1st to June 30th (241 days)*

Additional Funds for FY 22
\$ (173,005.85)

FY23 Salaries Budget *
\$ 758,288.70
<i>* Includes Administrative Assistant & EMS Director Salaries</i>

<u>Cost Category</u>	<u>Top Step</u>	
	<u>Fiscal Year 22</u>	<u>Fiscal Year 23</u>
EMT:	\$ 127,248.00	\$ 201,480.00
Paramedic:	\$ 161,952.00	\$ 254,040.00
Benefits:	\$ 147,000.00	\$ 147,000.00
PTO Cov:	\$ 40,879.13	\$ 54,505.50
Stipends:	\$ 32,400.00	\$ 43,200.00
Special Duty:	\$ 2,100.00	\$ 2,200.00
Total Cost:	\$ 511,579.13	\$ 702,425.50

** FY 22 Cost Calculated from November 1st to June 30th (241 days)*

Additional Funds for FY 22
\$ (214,477.13)

FY23 Salaries Budget *
\$ 812,425.50
<i>* Includes Administrative Assistant & EMS Director Salaries</i>

Scenario 4: Three (3) Part-Time Paramedics (Benfited)

Part-Time

Per-Diem

<u>Pay Rate</u>	<u>Paramedic</u>		<u>EMT</u>	
	<u>FY22</u>	<u>FY23</u>	<u>FY22</u>	<u>FY23</u>
Bottom Step	\$ 23.00	\$ 24.00	\$ 17.00	\$ 18.00
Average	\$ 24.20	\$ 25.33	\$ 18.63	\$ 20.49
Top Step	\$ 28.00	\$ 29.00	\$ 22.00	\$ 23.00

<u>Stipend</u>	<u>Cost</u>	<u>Annual Cost</u>
2nd Medical	\$ 175.00	\$ 35,000.00
Holiday Bonus	\$ 75.00	\$ 4,200.00
Storm Bonus	\$ 50.00	\$ 4,000.00

<u>PTO Time</u>	
# Vacation Hours	60
# Personal Hours	22.5
# Holiday Hours	96
# Sick Hours	90
Total PTO Per Empl:	268.5

<u># Per Shift</u>	2
<u>Hours/Day</u>	24
<u>FY 22 Days/Year</u>	241
<u>FY 23Days/Year</u>	365
<u># PT - P</u>	3
<u># PT - E</u>	0
<u># 2nd Medicals</u>	200
<u># Holiday Bonus (x4)</u>	14
<u># Storm Bonus (x8)</u>	10
<u>Special Duty</u>	100
<u>FY 22 Salary Budget</u>	\$ 297,102.00

<u>Bottom Step</u>		
<u>Cost Category</u>	<u>Fiscal Year 22</u>	<u>Fiscal Year 23</u>
EMT:	\$ 98,328.00	\$ 157,680.00
Paramedic:	\$ 133,032.00	\$ 210,240.00
Benefits:	\$ 63,000.00	\$ 63,000.00
PTO Cov:	\$ 17,519.63	\$ 23,359.50
Stipends:	\$ 32,400.00	\$ 43,200.00
Special Duty:	\$ 2,100.00	\$ 2,200.00
Total Cost:	\$ 346,379.63	\$ 499,679.50
<i>* FY 22 Cost Calculated from November 1st to June 30th (241 days)</i>		

<u>Additional Funds for FY 22</u>	
\$	(49,277.63)

<u>FY23 Salaries Budget *</u>	
\$	609,679.50
<i>* Includes Administrative Assistant & EMS Director Salaries</i>	

<u>Average Salary</u>		
<u>Cost Category</u>	<u>Fiscal Year 22</u>	<u>Fiscal Year 23</u>
EMT:	\$ 107,755.92	\$ 179,492.40
Paramedic:	\$ 139,972.80	\$ 221,890.80
Benefits:	\$ 63,000.00	\$ 63,000.00
PTO Cov:	\$ 17,519.63	\$ 23,359.50
Stipends:	\$ 32,400.00	\$ 43,200.00
Special Duty:	\$ 2,100.00	\$ 2,200.00
Total Cost:	\$ 362,748.35	\$ 533,142.70
<i>* FY 22 Cost Calculated from November 1st to June 30th (241 days)</i>		

<u>Additional Funds for FY 22</u>	
\$	(65,646.35)

<u>FY23 Salaries Budget *</u>	
\$	643,142.70
<i>* Includes Administrative Assistant & EMS Director Salaries</i>	

<u>Top Step</u>		
<u>Cost Category</u>	<u>Fiscal Year 22</u>	<u>Fiscal Year 23</u>
EMT:	\$ 127,248.00	\$ 201,480.00
Paramedic:	\$ 161,952.00	\$ 254,040.00
Benefits:	\$ 63,000.00	\$ 63,000.00
PTO Cov:	\$ 17,519.63	\$ 23,359.50
Stipends:	\$ 32,400.00	\$ 43,200.00
Special Duty:	\$ 2,100.00	\$ 2,200.00
Total Cost:	\$ 404,219.63	\$ 587,279.50
<i>* FY 22 Cost Calculated from November 1st to June 30th (241 days)</i>		

<u>Additional Funds for FY 22</u>	
\$	(107,117.63)

<u>FY23 Salaries Budget *</u>	
\$	697,279.50
<i>* Includes Administrative Assistant & EMS Director Salaries</i>	

Scenario 5: Fourteen (14) Part-Time Paramedics (Non-Benefit)

Part-Time Per-Diem

<u>Pay Rate</u>	<u>Paramedic</u>		<u>EMT</u>	
	<u>FY22</u>	<u>FY23</u>	<u>FY22</u>	<u>FY23</u>
Bottom Step	\$ 23.00	\$ 24.00	\$ 17.00	\$ 18.00
Average	\$ 24.20	\$ 25.33	\$ 18.63	\$ 20.49
Top Step	\$ 28.00	\$ 29.00	\$ 22.00	\$ 23.00

<u>Stipend</u>	<u>Cost</u>	<u>Annual Cost</u>
2nd Medical	\$ 175.00	\$ 35,000.00
Holiday Bonus	\$ 75.00	\$ 4,200.00
Storm Bonus	\$ 50.00	\$ 4,000.00

<u>PTO Time</u>	
# Vacation Hours	0
# Personal Hours	0
# Holiday Hours	0
# Sick Hours	0
Total PTO Per Empl:	0

<u># Per Shift</u>	2
<u>Hours/Day</u>	24
<u>FY 22 Days/Year</u>	241
<u>FY 23Days/Year</u>	365
<u># PT - P</u>	4
<u># PT - E</u>	0
<u># 2nd Medicals</u>	200
<u># Holiday Bonus (x4)</u>	14
<u># Storm Bonus (x8)</u>	10
<u>Special Duty</u>	100
<u>FY 22 Salary Budget</u>	\$ 297,102.00

<u>Cost Category</u>	<u>Bottom Step</u>	
	<u>Fiscal Year 22</u>	<u>Fiscal Year 23</u>
EMT:	\$ 98,328.00	\$ 157,680.00
Paramedic:	\$ 133,032.00	\$ 210,240.00
Benefits:	\$ -	\$ -
PTO Cov:	\$ -	\$ -
Stipends:	\$ 32,400.00	\$ 43,200.00
Special Duty:	\$ 2,100.00	\$ 2,200.00
Total Cost:	\$ 265,860.00	\$ 413,320.00

* FY 22 Cost Calculated from November 1st to June 30th (241 days)

<u>Additional Funds for FY 22</u>	
\$	31,242.00

<u>FY23 Salaries Budget *</u>	
\$	523,320.00
* Includes Administrative Assistant & EMS Director Salaries	

<u>Cost Category</u>	<u>Average Salary</u>	
	<u>Fiscal Year 22</u>	<u>Fiscal Year 23</u>
EMT:	\$ 107,755.92	\$ 179,492.40
Paramedic:	\$ 139,972.80	\$ 221,890.80
Benefits:	\$ -	\$ -
PTO Cov:	\$ -	\$ -
Stipends:	\$ 32,400.00	\$ 43,200.00
Special Duty:	\$ 2,100.00	\$ 2,200.00
Total Cost:	\$ 282,228.72	\$ 446,783.20

* FY 22 Cost Calculated from November 1st to June 30th (241 days)

<u>Additional Funds for FY 22</u>	
\$	14,873.28

<u>FY23 Salaries Budget *</u>	
\$	556,783.20
* Includes Administrative Assistant & EMS Director Salaries	

<u>Cost Category</u>	<u>Top Step</u>	
	<u>Fiscal Year 22</u>	<u>Fiscal Year 23</u>
EMT:	\$ 127,248.00	\$ 201,480.00
Paramedic:	\$ 161,952.00	\$ 254,040.00
Benefits:	\$ -	\$ -
PTO Cov:	\$ -	\$ -
Stipends:	\$ 32,400.00	\$ 43,200.00
Special Duty:	\$ 2,100.00	\$ 2,200.00
Total Cost:	\$ 323,700.00	\$ 500,920.00

* FY 22 Cost Calculated from November 1st to June 30th (241 days)

<u>Additional Funds for FY 22</u>	
\$	(26,598.00)

<u>FY23 Salaries Budget *</u>	
\$	610,920.00
* Includes Administrative Assistant & EMS Director Salaries	

Current Pay Rate Cost Projection

Per-Diem

Per-Diem

<u>Pay Rate</u>	<u>Paramedic</u>		<u>EMT</u>	
	<u>FY22</u>	<u>FY23</u>	<u>FY22</u>	<u>FY23</u>
Average	\$ 20.72	\$ -	\$ 17.94	\$ -
Night Stipend	\$ 180.00		\$ 120.00	

<u>Stipend</u>	<u>Cost</u>	<u>Annual Cost</u>
2nd Medical	\$ 100.00	\$ 20,000.00
Holiday Bonus	\$ -	\$ -
Storm Bonus	\$ -	\$ -

<u>PTO Time</u>	
# Vacation Hours	0
# Personal Hours	0
# Holiday Hours	0
# Sick Hours	0
Total PTO Per Empl:	0

<u># Per Shift</u>	2
<u>Hours/Day</u>	12
<u>FY 22 Days/Year</u>	365
<u>FY 22 Nights/Year</u>	365
<u># FT - P</u>	0
<u># FT - E</u>	0
<u># 2nd Medicals</u>	200
<u># Holiday Bonus (x4)</u>	0
<u># Storm Bonus (x8)</u>	14
<u>Special Duty</u>	0
<u>FY 22 Salary Budget</u>	\$ 392,102.00

<u>Cost Category</u>	<u>Average Salary</u>	
	<u>Fiscal Year 22</u>	<u>Fiscal Year 23</u>
EMT:	\$ 122,377.20	\$ -
Paramedic:	\$ 156,453.60	\$ -
Benefits:	\$ -	\$ -
PTO Cov:	\$ -	\$ -
Stipends:	\$ 20,000.00	\$ -
Special Duty:	\$ -	\$ -
Assistant:	\$ 49,200.00	\$ -
EMS Director	\$ 43,359.68	\$ -
Total Cost:	\$ 391,390.48	\$ -

Surplus/Defecit \$ 711.52

Proposed Leicester EMS Hourly Pay Rates - FY23

Yrs of Service	Full Time			Part Time/Per-Diem			On-Call		
	EMT	AEMT	Paramedic	EMT	AEMT	Paramedic	EMT	AEMT	Paramedic
0	\$ 19.00	\$ 22.00	\$ 25.00	\$ 18.00	\$ 21.00	\$ 24.00	\$ 14.50	\$ 17.50	\$ 20.50
1	\$ 19.50	\$ 22.50	\$ 25.50	\$ 18.25	\$ 21.25	\$ 24.25	\$ 14.50	\$ 17.50	\$ 20.50
2	\$ 20.00	\$ 23.00	\$ 26.00	\$ 18.50	\$ 21.50	\$ 24.50	\$ 14.50	\$ 17.50	\$ 20.50
3	\$ 20.50	\$ 23.50	\$ 26.50	\$ 18.75	\$ 21.75	\$ 24.75	\$ 14.50	\$ 17.50	\$ 20.50
4	\$ 21.00	\$ 24.00	\$ 27.00	\$ 19.00	\$ 22.00	\$ 25.00	\$ 14.50	\$ 17.50	\$ 20.50
5	\$ 21.50	\$ 24.50	\$ 27.50	\$ 19.25	\$ 22.25	\$ 25.25	\$ 14.50	\$ 17.50	\$ 20.50
6	\$ 22.00	\$ 25.00	\$ 28.00	\$ 19.50	\$ 22.50	\$ 25.50	\$ 14.50	\$ 17.50	\$ 20.50
7	\$ 22.50	\$ 25.50	\$ 28.50	\$ 19.75	\$ 22.75	\$ 25.75	\$ 14.50	\$ 17.50	\$ 20.50
8	\$ 23.00	\$ 26.00	\$ 29.00	\$ 20.00	\$ 23.00	\$ 26.00	\$ 14.50	\$ 17.50	\$ 20.50
9	\$ 23.50	\$ 26.50	\$ 29.50	\$ 20.25	\$ 23.25	\$ 26.25	\$ 14.50	\$ 17.50	\$ 20.50
10	\$ 24.00	\$ 27.00	\$ 30.00	\$ 20.50	\$ 23.50	\$ 26.50	\$ 14.50	\$ 17.50	\$ 20.50
11	\$ 24.50	\$ 27.50	\$ 30.50	\$ 20.75	\$ 23.75	\$ 26.75	\$ 14.50	\$ 17.50	\$ 20.50
12	\$ 25.00	\$ 28.00	\$ 31.00	\$ 21.00	\$ 24.00	\$ 27.00	\$ 14.50	\$ 17.50	\$ 20.50
13	\$ 25.50	\$ 28.50	\$ 31.50	\$ 21.25	\$ 24.25	\$ 27.25	\$ 14.50	\$ 17.50	\$ 20.50
14	\$ 26.00	\$ 29.00	\$ 32.00	\$ 21.50	\$ 24.50	\$ 27.50	\$ 14.50	\$ 17.50	\$ 20.50
15	\$ 26.50	\$ 29.50	\$ 32.50	\$ 21.75	\$ 24.75	\$ 27.75	\$ 14.50	\$ 17.50	\$ 20.50
16	\$ 27.00	\$ 30.00	\$ 33.00	\$ 22.00	\$ 25.00	\$ 28.00	\$ 14.50	\$ 17.50	\$ 20.50
17	\$ 27.50	\$ 30.50	\$ 33.50	\$ 22.25	\$ 25.25	\$ 28.25	\$ 14.50	\$ 17.50	\$ 20.50
18	\$ 28.00	\$ 31.00	\$ 34.00	\$ 22.50	\$ 25.50	\$ 28.50	\$ 14.50	\$ 17.50	\$ 20.50
19	\$ 28.50	\$ 31.50	\$ 34.50	\$ 22.75	\$ 25.75	\$ 28.75	\$ 14.50	\$ 17.50	\$ 20.50
20	\$ 29.00	\$ 32.00	\$ 35.00	\$ 23.00	\$ 26.00	\$ 29.00	\$ 14.50	\$ 17.50	\$ 20.50

FT = 2, 24 Hr Shifts / Wk

PT = 1, 12 Hr Shift min / Wk

On-Call = 0 Hrs of Shift Work / Mo

PD = 24 Hrs of Shift Work / Mo

<u>Emp Stat</u>	<u>Anl Raise</u>
FT	\$ 0.50
PT/PD	\$ 0.25

Proposed Leicester EMS Stipend Pay Rates - FY23

** All Stipends to be paid out bi-weekly.*

2nd & Subsequent Occuring Medicals:

Transport:

Driver / BLS Tech: \$ 75.00

ALS Tech: \$ 100.00

Refusal or Treat & Transfer Care:

Driver / BLS Tech: \$ 75.00

ALS Tech: \$ 100.00

Assist on Scene and/or Cancellation Enroute:

Driver & Tech: \$ 25.00

Leicester Public Schools:

Sports Details: \$150.00 per game

Extra / "Bonus" Stipends:

Holiday: \$ 75.00 per 12 hour shift

Storm: \$ 50.00 per 12 hour shift

Proposed Leicester EMS Hourly Pay Rates - Immediate

Yrs of Service	Full Time			Part Time/Per-Diem			On-Call		
	EMT	AEMT	Paramedic	EMT	AEMT	Paramedic	EMT	AEMT	Paramedic
0	\$ 18.00	\$ 21.00	\$ 24.00	\$ 17.00	\$ 20.00	\$ 23.00	\$ 13.50	\$ 14.50	\$ 15.50
1	\$ 18.50	\$ 21.50	\$ 24.50	\$ 17.25	\$ 20.25	\$ 23.25	\$ 13.50	\$ 14.50	\$ 15.50
2	\$ 19.00	\$ 22.00	\$ 25.00	\$ 17.50	\$ 20.50	\$ 23.50	\$ 13.50	\$ 14.50	\$ 15.50
3	\$ 19.50	\$ 22.50	\$ 25.50	\$ 17.75	\$ 20.75	\$ 23.75	\$ 13.50	\$ 14.50	\$ 15.50
4	\$ 20.00	\$ 23.00	\$ 26.00	\$ 18.00	\$ 21.00	\$ 24.00	\$ 13.50	\$ 14.50	\$ 15.50
5	\$ 20.50	\$ 23.50	\$ 26.50	\$ 18.25	\$ 21.25	\$ 24.25	\$ 13.50	\$ 14.50	\$ 15.50
6	\$ 21.00	\$ 24.00	\$ 27.00	\$ 18.50	\$ 21.50	\$ 24.50	\$ 13.50	\$ 14.50	\$ 15.50
7	\$ 21.50	\$ 24.50	\$ 27.50	\$ 18.75	\$ 21.75	\$ 24.75	\$ 13.50	\$ 14.50	\$ 15.50
8	\$ 22.00	\$ 25.00	\$ 28.00	\$ 19.00	\$ 22.00	\$ 25.00	\$ 13.50	\$ 14.50	\$ 15.50
9	\$ 22.50	\$ 25.50	\$ 28.50	\$ 19.25	\$ 22.25	\$ 25.25	\$ 13.50	\$ 14.50	\$ 15.50
10	\$ 23.00	\$ 26.00	\$ 29.00	\$ 19.50	\$ 22.50	\$ 25.50	\$ 13.50	\$ 14.50	\$ 15.50
11	\$ 23.50	\$ 26.50	\$ 29.50	\$ 19.75	\$ 22.75	\$ 25.75	\$ 13.50	\$ 14.50	\$ 15.50
12	\$ 24.00	\$ 27.00	\$ 30.00	\$ 20.00	\$ 23.00	\$ 26.00	\$ 13.50	\$ 14.50	\$ 15.50
13	\$ 24.50	\$ 27.50	\$ 30.50	\$ 20.25	\$ 23.25	\$ 26.25	\$ 13.50	\$ 14.50	\$ 15.50
14	\$ 25.00	\$ 28.00	\$ 31.00	\$ 20.50	\$ 23.50	\$ 26.50	\$ 13.50	\$ 14.50	\$ 15.50
15	\$ 25.50	\$ 28.50	\$ 31.50	\$ 20.75	\$ 23.75	\$ 26.75	\$ 13.50	\$ 14.50	\$ 15.50
16	\$ 26.00	\$ 29.00	\$ 32.00	\$ 21.00	\$ 24.00	\$ 27.00	\$ 13.50	\$ 14.50	\$ 15.50
17	\$ 26.50	\$ 29.50	\$ 32.50	\$ 21.25	\$ 24.25	\$ 27.25	\$ 13.50	\$ 14.50	\$ 15.50
18	\$ 27.00	\$ 30.00	\$ 33.00	\$ 21.50	\$ 24.50	\$ 27.50	\$ 13.50	\$ 14.50	\$ 15.50
19	\$ 27.50	\$ 30.50	\$ 33.50	\$ 21.75	\$ 24.75	\$ 27.75	\$ 13.50	\$ 14.50	\$ 15.50
20	\$ 28.00	\$ 31.00	\$ 34.00	\$ 22.00	\$ 25.00	\$ 28.00	\$ 13.50	\$ 14.50	\$ 15.50

FT = 2, 24 Hr Shifts / Wk

PT = 1, 12 Hr Shift min / Wk

On-Call = 0 Hrs of Shift Work / Mo

PD = 24 Hrs of Shift Work / Mo

<u>Emp Stat</u>	<u>Anl Raise</u>
FT	\$ 0.50
PT/PD	\$ 0.25

Proposed Leicester EMS Stipend Pay Rates - Immediate

** All Stipends to be paid out bi-weekly.*

2nd & Subsequent Occuring Medicals:

Transport:

Driver / BLS Tech: \$ 75.00

ALS Tech: \$ 100.00

Refusal or Treat & Transfer Care:

Driver / BLS Tech: \$ 75.00

ALS Tech: \$ 100.00

Assist on Scene and/or Cancellation Enroute:

Driver & Tech: \$ 25.00

Leicester Public Schools:

Sports Details: \$150.00 per game

Extra / "Bonus" Stipends:

Holiday: \$ 75.00 per 12 hour shift

Storm: \$ 50.00 per 12 hour shift

Rank	Last Name	First Name	Date of Certification	# of Years of Service
EMT	Bennett	Adriana	2020	1
EMT	Calamare	Anthony	2006	15
EMT	Elshakhs	Benen	2017	4
EMT	Carlson	Benjamin	2021	0
EMT	Wilson	Cheryl	1984	37
EMT	Dalton	Drew	2019	2
EMT	Seiser	Eli	2018	3
EMT	Montiverdi	Eric	2021	0
EMT	Patel	Harsh	2018	3
EMT	Clark	Jeffrey	2018	3
EMT	Franklin	Jennifer	1999	22
EMT	Kennedy	John	2018	3
EMT	Pike	Justin	2005	16
EMT	Doane	Karl	2019	2
EMT	Mullins	Kate	2011	10
EMT	McDowell	Koury	2009	12
EMT	Mastromatteo	Kris	2008	13
EMT	Maldonado	Kyle	2020	1
EMT	Cooney	Megan	2015	6
EMT	Dube	Molly	2014	7
EMT	Alstrom	Patrick	2011	10
EMT	Shea	Patrick	2020	1
EMT	Pepin	Paul	2019	2
EMT	Wilson	Robert	1978	43
EMT	Murphy	Ryan	2020	1
EMT	Seaver	Sarah	2017	4
EMT	Jefferson	Tyler	2018	3
EMT	Phillips	Zach	2021	0

Current Rate	Proposed Rate FY 22	Pay Raise
\$ 16.86	\$ 17.00	\$ 0.14
\$ 19.96	\$ 20.75	\$ 0.79
\$ 17.20	\$ 18.00	\$ 0.80
\$ 16.86	\$ 17.00	\$ 0.14
\$ 21.81	\$ 22.00	\$ 0.19
\$ 17.20	\$ 17.50	\$ 0.30
\$ 17.20	\$ 17.75	\$ 0.55
\$ 16.86	\$ 17.00	\$ 0.14
\$ 16.86	\$ 17.75	\$ 0.89
\$ 16.86	\$ 17.75	\$ 0.89
\$ 20.55	\$ 22.00	\$ 1.45
\$ 18.35	\$ 17.75	\$ (0.60)
\$ 17.99	\$ 21.00	\$ 3.01
\$ 17.20	\$ 17.50	\$ 0.30
\$ 18.80	\$ 19.50	\$ 0.70
\$ 18.80	\$ 20.00	\$ 1.20
\$ 18.35	\$ 20.25	\$ 1.90
\$ 17.20	\$ 17.50	\$ 0.30
\$ 18.35	\$ 18.50	\$ 0.15
\$ 18.35	\$ 18.75	\$ 0.40
\$ 18.80	\$ 19.50	\$ 0.70
\$ 17.20	\$ 17.25	\$ 0.05
\$ 17.20	\$ 17.50	\$ 0.30
\$ 18.80	\$ 22.00	\$ 3.20
\$ 16.86	\$ 17.25	\$ 0.39
\$ 17.99	\$ 18.00	\$ 0.01
\$ 16.86	\$ 17.75	\$ 0.89
\$ 16.86	\$ 17.00	\$ 0.14

Current Rate	Proposed Rate FY 22	Pay Raise
\$ 17.94	\$ 18.63	\$ 0.69

of EMTs 28 Average Hourly Rate

2021 Current Year

FY 22 Rate	Proposed FY 23 Rate	Pay Raise
\$ 17.00	\$ 18.90	\$ 1.90
\$ 20.75	\$ 23.10	\$ 2.35
\$ 18.00	\$ 19.80	\$ 1.80
\$ 17.00	\$ 18.60	\$ 1.60
\$ 22.00	\$ 24.00	\$ 2.00
\$ 17.50	\$ 19.20	\$ 1.70
\$ 17.75	\$ 19.50	\$ 1.75
\$ 17.00	\$ 18.60	\$ 1.60
\$ 17.75	\$ 19.50	\$ 1.75
\$ 17.75	\$ 19.50	\$ 1.75
\$ 22.00	\$ 24.00	\$ 2.00
\$ 17.75	\$ 19.50	\$ 1.75
\$ 21.00	\$ 23.40	\$ 2.40
\$ 17.50	\$ 19.20	\$ 1.70
\$ 19.50	\$ 21.60	\$ 2.10
\$ 20.00	\$ 22.20	\$ 2.20
\$ 20.25	\$ 22.50	\$ 2.25
\$ 17.50	\$ 18.90	\$ 1.40
\$ 18.50	\$ 20.40	\$ 1.90
\$ 18.75	\$ 20.70	\$ 1.95
\$ 19.50	\$ 21.60	\$ 2.10
\$ 17.25	\$ 18.90	\$ 1.65
\$ 17.50	\$ 19.20	\$ 1.70
\$ 22.00	\$ 24.00	\$ 2.00
\$ 17.25	\$ 18.90	\$ 1.65
\$ 18.00	\$ 19.80	\$ 1.80
\$ 17.75	\$ 19.50	\$ 1.75
\$ 17.00	\$ 18.60	\$ 1.60

FY 22 Rate	Proposed FY 23 Rate	Pay Raise
\$ 18.63	\$ 20.49	\$ 1.86

Rank	Last Name	First Name	Date of Certification	# of Years of Service
Interim EMS Director	Kelley	Brian	2012	9
Paramedic	Harrington	Alex	2018	3
Paramedic	Trifone	Anthony	2010	11
Paramedic	Kulalowski	Caitlyn	2011	10
Paramedic	Montiverdi	Christopher	1991	30
Paramedic	Plante	Colleen	2013	8
Paramedic	Parkinson	Jeremy	2011	10
Paramedic	Kuchinski	Joe	1993	28
Paramedic	Franklin	Michael	2006	15
Paramedic	Plante	Pamela	2009	12
Paramedic	Latino	Paul	2018	3
Paramedic	Normandin	Paul	1991	30
Paramedic	Fitzgerald	Robert	2010	11
Paramedic	Mastromatteo	Ryan	2013	8
Paramedic	Plante	Ryan	2012	9
Paramedic	Wilson	Mark	1979	42

Current Rate	Proposed Rate FY 22	Pay Raise
\$ 24.19	\$ 25.25	\$ 1.06
\$ 20.05	\$ 23.75	\$ 3.70
\$ 21.48	\$ 25.75	\$ 4.27
\$ 21.91	\$ 25.50	\$ 3.59
\$ 22.89	\$ 28.00	\$ 5.11
\$ 21.91	\$ 25.00	\$ 3.09
\$ 20.05	\$ 25.50	\$ 5.45
\$ 24.19	\$ 28.00	\$ 3.81
\$ 23.27	\$ 26.75	\$ 3.48
\$ 21.91	\$ 26.00	\$ 4.09
\$ 20.05	\$ 23.75	\$ 3.70
\$ 24.67	\$ 28.00	\$ 3.33
\$ 21.48	\$ 25.75	\$ 4.27
\$ 21.48	\$ 25.00	\$ 3.52
\$ 21.91	\$ 25.25	\$ 3.34
\$ 23.39	\$ 28.00	\$ 4.61

FY 22 Rate	Proposed FY 23 Rate	Pay Raise
\$ 25.25	\$ 26.50	\$ 1.25
\$ 23.75	\$ 25.00	\$ 1.25
\$ 25.75	\$ 27.00	\$ 1.25
\$ 25.50	\$ 26.75	\$ 1.25
\$ 28.00	\$ 29.00	\$ 1.00
\$ 25.00	\$ 26.25	\$ 1.25
\$ 25.50	\$ 26.75	\$ 1.25
\$ 28.00	\$ 29.00	\$ 1.00
\$ 26.75	\$ 28.00	\$ 1.25
\$ 26.00	\$ 27.25	\$ 1.25
\$ 23.75	\$ 25.00	\$ 1.25
\$ 28.00	\$ 29.00	\$ 1.00
\$ 25.75	\$ 27.00	\$ 1.25
\$ 25.00	\$ 26.25	\$ 1.25
\$ 25.25	\$ 26.50	\$ 1.25
\$ 28.00	\$ 29.00	\$ 1.00

Current Rate	Proposed Rate FY 22	Pay Raise
\$ 20.72	\$ 24.20	\$ 3.78

FY 22 Rate	Proposed FY 23 Rate	Pay Raise
\$ 24.20	\$ 25.33	\$ 1.19

of Paramedics16Average Hourly Rate

2021Current Year



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

September 13, 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 September 8, 2021.

Citizen issues: Topics discussed with various citizens

- Worked with the Assessor to resolve an assessment issue with a resident.
- Answered some Open Meeting Law questions posed by an individual.

Meetings:

- Held a meeting at the Senior Center on 09/01 to discuss Town Meeting. There was significant support for the Becker purchase.
- Attended the Becker Open House on September 7th. We were pleased to have most of the campus buildings open and staffed with volunteers and employees. Many residents told me that they found the event to be very organized and informative. Special thanks to Doug Belanger and the WRTA for coordinating a bus tour of the campus.

Activities:

- Continued working on CARES reconciliation
- Free Cash has been submitted to the DOR. We are hopeful for certification in advance of Tuesday night's meeting.
- Everything is ready at the Gymnasium. We will have 500 chairs, with additional capacity of 500 in the bleachers. We have vans doing pick up and drop off at the beginning and end of the meeting. We are sending out a Code Red reminder on Thursday September 9th and Monday September 13th. The same schedule is set for the vote that is set for Tuesday September 21st. We will have 1,050 voting devices on hand, and as many warrants. We are hopeful that there will be robust attendance at the meeting.
- Worked with the Interim EMS Director to determine the direction that we are presenting this evening for the consideration of the Select Board, Advisory Committee, and Capital Committee.
- Have started the advertising process for a new DIS Director.
- I am pleased to report that Mass DPH is pleased with the direction that the Leicester Public Health Coalition is going. They are offering us a second grant if we take on three additional small communities and will give us an opportunity to establish a community-based health program that is more geared towards mental health services. This is an intriguing opportunity but will likely have to look for a way to expand the office footprint if all of this comes to pass.
- I am awaiting the final report, and will have a conference on Monday, but it appears that the Becker property, including the maintenance shed will pass its Stage 1 21E. David Foss, our LSP on the project will be present at Town Meeting should any questions on the matter come up.
- The next water/sewer meeting has been confirmed for September 28 at 6:00 PM.
- Unfortunately, we had to decline a mattress recycling grant from DPH. It was a one-year grant, with no future guarantee, and the Recycling Committee did not want to create liability by having volunteers or residents stacking mattresses into metal bins.
- In light of the news of Home Depot potentially building a site in Spencer, we are going to send out

promotional letters to a number of companies to ask them to consider Leicester as a potential location for business operations. We need to get the EDC involved in that effort as well.

- We are now in the planning stages for the start up of the Fire Station Retention Pond project. The contractor intends to start work on October 1st. Delays came from the unavailability of cast concrete structures and piping.
- The School Department is requesting three dates at Becker for games (9/17, 9/24 and 10/4). I have requested further information regarding sports and times.
- We are currently assembling an advertisement for plow drivers and contractors to assist with snow removal operations for the coming winter. It has been extremely difficult find people willing to work in any capacity, but we are hopeful that we will be able to assemble a deeper bench of support this winter.

Please contact me with any questions.



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Doug Belanger HOME TEL. _____

ADDRESS: _____ WORK TEL. _____

Leicester MA 01524
EMAIL ADDRESS: _____

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

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

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☐ Four ☒ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes by Zoom in Jan - March ☐ No

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

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: Life

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

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

If yes, state position(s) and date(s): Former Finance Bd - Selectboard
Cable Advisory

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

Negotiator - Business Agent
Business owner

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

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

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

I possess the following training or experience:

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

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity

Date(s)

City or Town

_____	_____	_____
_____	_____	_____
_____	_____	_____


Signature of Applicant

8-10-21
Date

Thank you for your interest in serving the Town of Leicester



(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

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

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

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

Manager - Bell Labs (Lucent Technology)

Engineering Director - NYNEX

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

I feel I have some expertise and experience that may be helpful to the Town and this committee

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


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

I possess the following training or experience:

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

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
Meals on Wheels	2017 to present	Leicester
_____	_____	Leicester
_____	_____	_____
_____	_____	_____
 <small>eSigned via SeamlessDocs.com</small> <small>Key: cb5a1d93b8d05a9db6e2b633bf6e20ea</small>		08/19/2021
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester

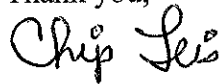
LEICESTER ARTS COUNCIL
Leicester, Massachusetts, 01524

Board of Selectmen
Town Hall
3 Washburn Square
Leicester, Ma. 01524
August 24, 2021

Dear Selectmen,

The Leicester Arts Council request the reappointment of Judy Ivel from Ex Officio to a member of the Arts Council as of now with a date of Nov. 15, 2021 to keep in line with her appointment date.

Thank you,

A handwritten signature in cursive script that reads "Chip Leis".

Chip Leis, Secretary
Leicester Arts Council

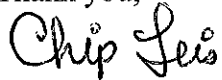
LEICESTER ARTS COUNCIL
Leicester, Massachusetts, 01524

Board of Selectmen
Town Hall
Leicester, Ma. 01524
August 24, 2021

Dear Selectmen,

The Leicester Arts Council requests the appointment of Sharon Nist as Ex Officio to the council from July 17, 2021 to July 16, 2022.

Thank you,

A handwritten signature in black ink that reads "Chip Leis". The signature is written in a cursive, flowing style.

Chip Leis, Secretary
Leicester Arts Council



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

September 13, 2021

To: Select Board
From: David Genereux, Town Administrator
RE: Maintenance Plan for Buildings

The Select Board has requested that I assemble a maintenance plan for buildings that are controlled by the municipal departments. Previously, departments that have municipal buildings fund maintenance as they can out of their departmental operating budgets. Larger capital improvements are funded via transfer of Free Cash.

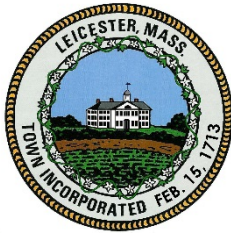
The first step of this plan will be to gather information on building inventory and put it in a centralized database. This data base will include a listing of model numbers and descriptions, estimated age, anticipated life spans and maintenance intervals. There will also be an inspection and condition report of each building, gathered by the Town's inspectors (Similar to what we did with the Becker property).

The anticipated maintenance costs will be annualized, with funding sources to be determined. We will consider removing building maintenance costs from individual municipal department budgets to centralize the funds into a single department budget in FY 2023.

If we purchase the Becker property, maintenance funds will not be in this budget. For the time being, they will be paid via an infusion of Free Cash for the time being, and from the revolving fund we hope to approve at the 10/26/21 Fall Town Meeting. In the meantime, we will need to discuss putting smart technology thermometers and water detection devices in each building, as well as come up with a plan to keep air circulating in the buildings while they are not in use.

I will be speaking with the Inspectors and the Highway Superintendent in the coming weeks to start this process, assuming the Board is in favor of it.

Please contact me with any questions.



Town of Leicester, Massachusetts

Special Town Meeting Warrant

Special Town Meeting – September 14, 2021 – 7:00 p.m.

“In the Hands of the Voters”

Meeting location:
Becker College Gymnasium
963 Main Street
Leicester, MA 01524

Published August 26, 2021

SPECIAL MESSAGE FROM THE MODERATOR COVID-19 PRECAUTIONS

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

1. Per Leicester Town By-Laws, Town Meeting is open only to registered voters. No one who is not a registered voter in the Town of Leicester will be admitted to the meeting. The exceptions are non-resident department heads, the press, and those employed as legal representatives of persons with business on the warrant.
2. Pursuant to the Governor's COVID Order No. 31 and Department of Public Health Guidance all persons attending Town Meeting are strongly advised to cover their noses and mouths with a mask or cloth face covering unless exempted by Department of Public Health Guidance.
3. There will be an ample supply of hand sanitizer available at the meeting. Please use as needed.
4. Please arrive early. Check in will be slowed by the requirements of social distancing and to allow checkers working under challenging circumstances to process voters as efficiently as possible.

Town Rules & Procedures Review

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

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

Town Meetings in Leicester are open only to registered voters.

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

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

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

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

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

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

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

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

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WORCESTER, SS.

To a Constable in the Town of Leicester,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Leicester qualified to vote in Town Elections and Town Affairs to meet at the Becker College Gymnasium, 963 Main Street, Leicester, MA on Tuesday, the fourteenth day of September 2021 at 7:00 p.m., then and there to act on the following Articles, namely:

ARTICLE 1 CITIZEN'S PETITION – RECALL OF ELECTED OFFICIALS

To see if the Town will vote to have the Select Board petition the Great & General Court of the Commonwealth to enable the recall of elected officials consistent with this suggested format and if that legislation is enabled that it be recorded as a special Chapter in the Town of Leicester's Bylaws, as on file in the Town Clerk's office.

Proposed Legislation: Recall of Elected Officials

SECTION 1.

Any holder of an elected office in the town of Leicester may be recalled, and removed from that office, by the qualified voters of the town as provided in this chapter.

SECTION 2.

Any fifty (50) registered voters may initiate a recall petition by filing with the Town Clerk of the Town of Leicester an affidavit containing the name of the officer sought to be recalled and a statement of the grounds for recall.

After the Town Clerk has certified the affidavit, the Town clerk shall within four (4) business days, deliver to the voter first named on the affidavit a sufficient number of copies of petition blanks demanding the recall. These blanks shall be issued by the town clerk with the town clerk's signature and official seal attached to them. They shall be dated and addressed to the Select Board of the town, shall contain the name of the person to whom issued, the name of the person sought to be recalled, the office from which recall is sought, the grounds of recall stated in the affidavit and shall demand the election of a successor to the office. A copy of the petition shall be entered in a record book to be kept in the office of the Town Clerk.

The completed recall petition shall be returned and filed with the Town Clerk on or before 5:00 p.m. of the thirtieth (30th) day after the issuance of the petition to the filers. If the thirtieth day is a Friday, Saturday, Sunday or a holiday, the petition may be filed on the next business day.

The petition shall be signed by at least ten (10) percent of the registered voters or seventy-five percent (75%) of the average number of voters in the Town Elections for the previous three (3) years, whichever is the lesser amount, and every signature shall also include the place of residence with street and number, of the signer.

The Town Clerk shall, within one (1) business day after the date of its filing with the Town Clerk, submit the recall petition to the Board of Registrars of voters of the Town of Leicester, which shall, within five (5) business days certify in writing the number of Town voter signatures. Upon completion of its certification the Board of Registrars shall return the petition to the Town Clerk.

SECTION 3.

If the petition has a sufficient number of valid signatures and is certified by the Town Clerk and Board of Registrars, the Town Clerk shall submit it to the Select Board within one (1) business day.

The Select Board shall, within three (3) business days, give written notice to the officer subject to the recall that they have received the certification, and if the officer does not resign within five (5) business days after receipt of the notice, order a special election to be held not less than sixty (60) nor more than seventy-five (75) days after the date of the Town Clerk's certificate that a sufficient petition has been filed, but if any other town election is to occur within ninety (90) days after the date of the certificate, the Select Board may, in their discretion, postpone the holding of the removal election to the date of that other election.

If a vacancy occurs in the office subject to recall after the election has been ordered, the election shall nevertheless proceed as provided in this section.

SECTION 4.

Any officer sought to be recalled may be a candidate to succeed to the office, and unless the officer requests otherwise in writing, the Town Clerk shall place that officer's name on the official ballot without nomination. The nomination of other candidates, the publication of the warrant for the recall election, and the conduct of the election shall all be in accordance with the law relating to elections, unless otherwise provided in this Chapter.

SECTION 5.

The incumbent shall continue to perform the duties of the office until the recall election. If the recall fails, or if the incumbent is re-elected, the incumbent shall continue in the office for the remainder of the unexpired term, subject to recall as before, except as provided in this chapter, Section 7.

If not re-elected in the recall election, the incumbent shall be considered removed upon certification of the election by the Town Clerk.

If the successor fails to qualify within five (5) working days after receiving notification of his or her election, the office shall thereupon be deemed vacant.

SECTION 6.

Ballots used in a recall election shall submit the following proposition in the order indicated:

For the removal/recall of *(name of Officer)*.

Against the removal/recall of *(name of Officer)*.

Under the propositions shall appear the word "Candidates" and the direction "Vote for One" and beneath this the names of candidates nominated as herein before provided.

If the majority of the votes cast on the recall question is in the affirmative, then the candidate who received the highest number of votes in the special election to fill the vacancy shall be elected. If the majority of the votes cast on the recall question is in the negative, the ballots for candidates to fill the potential vacancy need not be counted.

SECTION 7.

No recall petition shall be filed against an officer within six (6) months after taking office, nor in the case of an officer subjected to a recall election and not removed thereby, until at least six (6) months after that election.

SECTION 8.

No person who has been recalled from an office or who has resigned from office while recall proceedings were pending against him or her shall be appointed to the office from which the person has been removed within one (1) year after such removal by recall or resignation.

PROPOSED MOTION

Motion, if any, to be provided by the petitioner

ADVISORY COMMITTEE RECOMMENDATION – Unfavorable Action (3-2-0)

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

VOTE REQUIRED FOR PASSAGE - Requires a simple majority vote.

ARTICLE 2 CITIZEN'S PETITION – MOOSE HILL WATER COMMISSION

To rescind the action of the Special Town Meeting of January 17, 1977, Article 5 creating an elected Moose Hill Water Commission and to further, beginning on September 1, 2021, assign the responsibilities and the functions that were the Commission to the Leicester Select Board.

PROPOSED MOTION

Motion, if any, to be provided by the petitioner

ADVISORY COMMITTEE RECOMMENDATION – Favorable Action (5-0-0)

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

VOTE REQUIRED FOR PASSAGE - Requires a simple majority vote.

ARTICLE 3 AUTHORIZATION FOR ACQUISITION/DISPOSITION OF FORMER BECKER COLLEGE CAMPUS/CONTINGENT DEBT EXCLUSION BORROWING AUTHORIZATION FOR PURCHASE OF SAME, AND OTHER ASSOCIATED COSTS

To see if the Town will vote, contingent upon the approval of a debt exclusion in the sum of \$19,900,000 pursuant to MGL c. 59 §21C(j), to authorize the acquisition by purchase of the interests in real estate and assets of the former Becker College campus wherever located in the Town of Leicester, which includes, but may not be limited to, the real property described below:

Approximately 24 acres of land, with buildings thereon having street addresses of **7 Washburn Square, 9 Washburn Square, 11 Washburn Square, and 13 Washburn Square, 962 Main Street, 964 Main Street and 968 Main Street**, Leicester, shown on Assessors Map 20, Block A1, (being the location of Marsh Hall, Borger Academic Center, Knight Hall, Swan Library, Fuller Campus Center, Alumni Field and May House) and described in the deed recorded in the Worcester South District Register of Deeds in Book

6136, on Page 187, together with all rights held by Becker College in and to a portion of the Town Common;

Approximately 9.500 acres of land, with buildings thereon having street addresses of **950 Main Street, 952 Main Street, 954 Main Street and 960 Main Street**, Leicester, shown on Assessors Map 20B, Block A39, (being the location of Hampshire Hall and Berkshire Hall) and described in the deed recorded in the Worcester South District Register of Deeds in Book 6136, on Page 187;

Approximately .752 acres of land, with buildings thereon, identified as **1003 Main Street**, Leicester, shown on Assessors Map 20C, Block A10, (being the location of Winslow Hall), and described in the deed recorded in the Worcester South District Register of Deeds in Book 6136, on Page 187;

Approximately .312 acres of land having a street address of **997 Main Street**, Leicester, shown on Assessors Map 20C, Block A11, (being the location of Hitchcock Hall), and described in the deed recorded in the Worcester South District Register of Deeds in Book 6136, on Page 187;

Approximately 1.250 acres of land having a street address of **993 Main Street**, Leicester, shown on Assessors Map 20C, Block A12, (being the location of Lane Hall) and described in the deed recorded in the Worcester South District Register of Deeds in Book 6136, on Page 187;

Approximately .689 acres of land, with buildings thereon having a street address of **981 Main Street and 2 Flint Way**, Leicester, shown on Assessors Map 20C, Block A13, (being the location of 1812 House and Barrett Hall) and described in the deed recorded in the Worcester South District Register of Deeds in Book 20538, on Page 114;

Approximately .344 acres of land having a street address of **0 Main Street, Leicester, situated to the rear of 981 Main Street**, shown on Assessors Map 20C, Block A14, described in the deed recorded in the Worcester South District Register of Deeds in Book 20611, Page 41;

Approximately 6.800 acres of land having a street address of **955 Main Street, 959 Main Street, and 963 Main Street**, Leicester, with buildings thereon, shown on Assessors Map 20C, Block A15, (being the Lenfest Animal Health Center and Russell Hall), and described in the deed recorded in the Worcester South District Register of Deeds in Book 6136, on Page 187;

Approximately .747 acres of land, with buildings thereon, identified as **77-79 South Main Street**, Leicester, shown on Assessors Map 20C, Block A22, and described in the deed recorded in the Worcester South District Register of Deeds in Book 42876, Page 112;

and further to authorize the expenditure of funds for: the landscaping, alteration, remediation, rehabilitation or improvement of public land, the construction, reconstruction, rehabilitation, improvement, alteration, remodeling, enlargement, demolition, removal or extraordinary repair of public buildings, facilities, assets, works or infrastructure, pursuant to M.G.L. c. 40, §§ 4, 14, including: (i) the cost of original equipment and furnishings of the buildings, facilities, assets, works or infrastructure; (ii) the cost of engineering, architectural or other services for feasibility studies, plans or specifications as part of any acquisition or project; provided that the interest in

land, asset acquired or project shall have a useful life of at least five years; provided however that the period of such borrowing shall not exceed the useful life of the interest in land, asset acquired or project; said appropriation to be contingent upon successful passage of a Proposition 2 ½ debt exclusion vote; and further to authorize the Select Board to sell, rent, lease, or otherwise dispose of any or all of the interests in real estate and assets of so acquired, with proceeds of sales, if any, to be used to reduce the final borrowing cost associated with this authorization upon appropriation by vote of Town Meeting.

PROPOSED MOTION

I move the Town vote to approve the article as written.

ADVISORY COMMITTEE RECOMMENDATION – Favorable Action (5-0-0)

CAPITAL COMMITTEE RECOMMENDATION – Favorable Action (4-0-0)

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

DESCRIPTION

The Town of Leicester has been offered the opportunity to purchase the real and personal property of the former Becker College within the borders of the Town for \$17,830,000. The total property to be acquired is 19 buildings and 44.394 acres. We are seeking to raise an additional \$2,070,000 for unforeseen repairs, consultant services, feasibility studies, and other necessities. This is a twenty-year borrowing.

There will be no permanent debt issued in the first two years (FY23 & FY24), as the Town will take that time to study the campus and surplus any buildings that have no municipal use. Any funds received from those transactions will go towards reducing the overall project borrowing amount when the debt goes to permanent financing. During this period of temporary borrowing, the forecast interest payment would cost \$0.35 on the tax rate, or \$90.86 to the average home assessed at \$259,606.

Once the debt goes to permanent financing in FY25, the forecast effect of the Becker debt exclusion on the tax rate is \$1.18 per thousand-dollar valuation. This translates into an annual cost of \$306.33 for the average home, which is an increase of \$218.07 from the previous fiscal year. However, in FY25, the impact of debt exclusions on the average home will decrease by \$106.44 because the Police Station, Hillcrest and Highway equipment debt will be paid in full, dropping the cost of debt exclusions on the tax rate by \$0.41 per thousand. This reduction of \$106.44 results in a net increase of \$111.63 for all excluded debt to the average home in FY25.

Please see the table below for a better illustration of the forecast cost of the campus in the coming years when combined with the existing debt exclusions:

Fiscal Year	Current Debt Exclusion Rate	Cost to Average Home	Becker Debt Exclusion Rate	Cost to Average Home	Total Debt Exclusion Rate	Cost to Average Home	Difference from prior fiscal year
2022	1.01	262.20	0.00	0.00	1.01	262.20	n/a
2023	0.99	257.00	0.35	90.86	1.34	347.86	85.67
2024	0.98	254.41	0.34	88.26	1.32	342.67	-5.19
2025	0.57	147.97	1.18	306.33	1.75	454.30	111.63

VOTE REQUIRED FOR PASSAGE: 2/3rd's Majority vote under M.G.L. c. 59 S §21C(j) and c. 40, §§ 4, 14.

ARTICLE 4 FUNDING OPERATIONAL COSTS OF THE FORMER BECKER COLLEGE CAMPUS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund operational costs for the former Becker College Campus or take any action thereon.

PROPOSED MOTION

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

ADVISORY COMMITTEE RECOMMENDATION - Favorable Action (5-0-0)

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

DESCRIPTION

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

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

**TOWN OF LEICESTER
SPECIAL TOWN MEETING
SEPTEMBER 14, 2021**

And you are hereby directed to serve this Special Town Meeting Warrant by posting an attested copy in at least one public place in each precinct of the Town, on the Town Clerk's bulletin board, and on the bulletin board in the front entry of the Town Hall, and also by serving a copy of said Warrant to the Moderator and the Town Clerk, not less than fourteen (14) days before the 14th day of September 2021.

Given under our hand and seal of the Town on this 23rd day of August 2021

Respectfully submitted, Leicester Select Board

Rick Ait
Chair

Diana Branka

AD Shaw

John Shaw

Phil M. G.

Date: 8/23/21 8/31/2021

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

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

and on the Town Clerk's bulletin board in the front entry of the Town Hall, with the Moderator, and with the Town Clerk, not less than fourteen (14) days before the 14th day of September, 2021

Kenneth M Antanavica
Printed Name of Constable

Kenneth M Antanavica
Signature of Constable

8/31/2021

MEMORANDUM

BY ELECTRONIC TRANSMISSION ONLY

To: Leicester Select Board

From: Christopher J. Petrini 
Town Counsel

cc: (by electronic transmission only, w/encl.)
David Genereux, Town Administrator
Kristen Forsberg, Assistant Town Administrator
Amanda Zuretti, Esq., Petrini & Associates, P.C.

Date: September 9, 2021

Re: **National Prescription Opiate Litigation**
Case No. 17ME-02804-MDL No. 2804 Multi District Litigation

Subj: **September 7, 2021 Letter from Plaintiffs' Executive Committee (PEC)**
And Recommended Vote to Approve Settlement of Mallinckrodt Bankruptcy
Restructuring Plan in Pending Bankruptcy Case, In Re Mallinckrodt, Plc, et
al. Case No. 20-12522 (JTD) (Bankr. D. Del.)

As you know, the Town of Leicester ("Leicester") is a member of the group of government entity plaintiffs (the "MDL Plaintiff Class") seeking to recover a portion of opioid-related expenses in the National Prescription Opioid Litigation Multi-District case ("MDL") referenced above. In recent months, the Plaintiffs' Executive Committee ("PEC") has been participating in negotiations with the MDL Plaintiff Class regarding a potential settlement of MDL claims against Mallinckrodt Plc., under a proposed bankruptcy restructuring plan.

In its September 7, 2021 letter attached hereto as **Exhibit A**, Opioid Litigation Special Counsel ("Special Counsel") representing the MDL Plaintiff Class announced that a proposed settlement of the MDL against Mallinckrodt has been included within the bankruptcy restructuring plan and that the deadline for MDL class plaintiffs to vote their acceptance or

September 9, 2021
Page 2

rejection of the proposed restructuring plan is **Tuesday, September 14, 2021**. (I apologize for the short notice, but we just received notice of the terms of the settlement two days ago in the attached September 7, 2021 letter.)

As taken from the Executive Summary on page 2 of **Exhibit A** to this memorandum:

Mallinckrodt, the company which operates a business known as Specialty Generics, is one of the largest controlled substance pharmaceutical businesses in the U.S. The company offers generic products for pain management, including Hydrocodone, Oxycodone, and other controlled substances, all of which are powerful and addictive opioid painkillers. Mallinckrodt filed for bankruptcy in October 2020 after being named as a defendant in thousands of civil lawsuits seeking damages for asserted opioid-related injuries to governments (state, local, and tribal), hospitals, individuals, insurers, and others.

The factual background and particulars of the settlement are set forth in the September 7, 2021 letter from the PEC to all governmental entities and counsel who possess and a claim in the opioid litigation. Further information is provided by selected excerpts of the Bankruptcy Plan and Disclosure filed in the Bankruptcy Court attached as **Exhibit B**. The proposed settlement will provide significant funding for the plaintiffs by establishment of an Opioid Recovery Trust Fund. As described on p. 2 of Exhibit A, the Opioid Trust Fund will include the following funding sources:

(i) \$1.6 billion in cash paid over seven (7) years (with a right to prepay at a discount); (ii) an additional \$125 million paid on the eight anniversary of the Effective Date (with a right to prepay at a discount) on account of rights under certain insurance policies; (iii) claims against certain third-parties that are of certain valuation; and (iv) warrants to acquire 19.99% of the reorganized equity, subject to dilution from equity reserved under the Management Incentive Plan, at a strike price per share corresponding to a total equity value of \$1.551 billion (the "Opioid Trust Consideration"). The ultimate distributable value to opioid creditors is subject to change based on a number of variables – namely, prepayment of the deferred cash payments, recovery, if any, on claims against third parties), and the value of "New Opioid Warrants" subject to dilution under the anticipated management incentive plan.

There are four principal reasons why I support the recommendation of Special Counsel and the PEC:

1. Since Leicester is a relatively small player in the litigation that includes many states, major cities and hundreds of other plaintiffs, my thought is we are best served by

September 9, 2021

Page 3

following the recommendations of the experts who are close to the litigation and its particulars.

2. By following the recommendations of Opioid Special Counsel, we increase the chances of a favorable vote and a payment to the Town of Leicester as this litigation moves forward.
3. Conversely, if the Town of Leicester were not to agree with the recommendation of Special Counsel, this likely would require the Town to take a more proactive role in the litigation to set forth its position and to incur additional legal fees of Town Counsel and staff time to assist in any such work.
4. I have no certainty that opposing a settlement will in any way increase the net recovery to the Town of Leicester and it may well have the opposite effect.

For the reasons set forth above and in the September 7, 2021 letter, I support the recommendation of Special Counsel and the PEC that the MDL class plaintiffs accept the proposed settlement and recommend that the Select Board vote Leicester's acceptance of the settlement at its September 13, 2021 meeting. A proposed motion is as follows:

I hereby authorize the Town Counsel to execute the Town of Leicester's vote in favor of the Mallinckrodt bankruptcy restructuring plan as more fully outlined in the September 7, 2021, letter from the plaintiffs' Executive Committee and Opioid Litigation Special Counsel, and to take other action necessary to effectuate this vote.

Please let me know the outcome of your vote on September 13th so I can meet the September 14th deadline. Please let me know if you have any questions about, or require further assistance with, this matter.

Exhibit A

Co-Lead Counsel and Plaintiff's Executive Committee,
In re: National Prescription Opiate Litigation, MDL 2804
Mallinckrodt@pecmdl2804.com

September 7, 2021

TO ALL COUNSEL FOR ANY
GOVERNMENTAL ENTITY IN THE OPIOID
MDL WHO HOLD A CLAIM IN CONNECTION
WITH *In re Mallinckrodt plc, et al.*, Case No. 20-
12522 (JTD) (Bankr. D. Del.)

RE: Voting to Approve Mallinckrodt Bankruptcy Restructuring Plan

Dear Counsel:

Please review this letter if you or your client have litigation consolidated in MDL 2804 notwithstanding whether you filed a proof of claim in connection with the bankruptcy cases of Mallinckrodt plc and its affiliates (as captioned above) and are eligible to vote on approval of Mallinckrodt's proposed plan of restructuring (the "Plan").¹²

We are co-lead counsel and members of the Plaintiffs' Executive Committee (together, referred to as the "PEC") in *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MDL No. 2804, multidistrict litigation (the "MDL") against opioid manufacturers, distributors, and retailers before Judge Dan A. Polster in the District Court for the Northern District of Ohio. The PEC is a member of the governmental opioid litigation claimants committee (collectively, the "Governmental Plaintiff Ad Hoc Committee" or "Ad Hoc Committee"),³ which played an instrumental role in Mallinckrodt's bankruptcy cases and negotiation of the Plan. As you may recall, we previously communicated and provided guidance on the master-ballot voting procedures regarding the Plan.

The purpose of this letter is to explain the terms and structure of the Plan and the reasons the PEC supports the Plan ahead of the voting deadline of: **September 14, 2021** (as recently extended, the "Voting Deadline"). **We ask that you and your clients review the Disclosure Statement and Plan closely prior to voting on the Plan.**

¹ The Plan [Docket No. 2916] and Disclosure Statement [Docket No. 2917] and all related filings are accessible on the noticing agent's website: <https://restructuring.primeclerk.com/mallinckrodt/Home-DocketInfo>.

² In our July 1, 2021 letter to counsel, we explained the master ballot and solicitation directive by which law firms with more than four (4) clients could elect to coordinate the solicitation and voting of their clients. The solicitation directive deadline has passed. However, individual governmental entities (and other creditors) holding opioid claims may still vote on the Plan by the September 3, 2021 deadline by navigating to the Debtors' noticing agent's website at: <https://restructuring.primeclerk.com/mallinckrodt/MNKBallot-Home?req=201252201326827>.

³ The Ad Hoc Committee is composed of: (1) State of Kentucky; (2) State of New York; (3) State of North Carolina; (4) State of Pennsylvania; (5) State of Tennessee; (6) State of Texas; (7) State of Wisconsin; and the (8) PEC.

I. Executive Summary.

Mallinckrodt, the company which operates a business known as Specialty Generics, is one of the largest controlled substance pharmaceutical businesses in the U.S. The company offers generic products for pain management, including Hydrocodone, Oxycodone, and other controlled substances, all of which are powerful and addictive opioid painkillers. Mallinckrodt filed for bankruptcy in October 2020 after being named as a defendant in thousands of civil lawsuits seeking damages for asserted opioid-related injuries to governments (state, local, and tribal), hospitals, individuals, insurers, and others. The Plan resolves the bankruptcy cases by settlement and is the culmination of over two years of negotiations and work among the PEC, certain of the States Attorneys' Generals, the United States Government, the Debtors, and various other opioid creditor representatives, including, the Official Committee of Opioid-Related Claimants (the "OCC"). Not to mention the tremendous cost of the bankruptcy which is now over \$59 million through August 13, 2021.

That settlement, as incorporated in the Plan, is now before the bankruptcy court for final confirmation. As part of the process, all creditors holding "opioid"-related claims have the right to vote on the Plan. In broad terms, the Plan proposes to establish the opioid plaintiff recovery trust (the "Opioid Trust") that, among other things, would establish an abatement fund to offset the costs of combatting opioid addiction and providing support to communities impacted by opioid abuse. The structure of the Opioid Trust, which includes sub-trusts for the benefit of: non-federal governments, tribal nations, and various private creditors, is substantially similar to the trust structure proposed in the *Purdue Pharma L.P.* bankruptcy cases. The restructuring plan would also grant Mallinckrodt the benefit of a "channeling injunction" that would provide for the "release" of all opioid-related claims asserted against Mallinckrodt or its subsidiaries and many other Protected Parties (as defined under the Plan) related to Specialty Generics' manufacture and sale of opioids prior to the Plan effective date, regardless of whether the holder of any opioid claim votes to accept the plan, or opposes providing the release. Mallinckrodt will also retain ownership of the Specialty Generics business. At a high-level, the consideration to be provided to the Opioid Trusts, will be: (i) \$1.6 billion in cash paid over seven (7) years (with a right to prepay at a discount); (ii) an additional \$125 million paid on the eighth anniversary of the Effective Date (with a right to prepay at a discount) on account of rights under certain insurance policies; (iii) claims against certain third-parties that are of uncertain valuation; and (iv) warrants to acquire 19.99% of the reorganized equity, subject to dilution from equity reserved under the Management Incentive Plan, at a strike price per share corresponding to a total equity value of \$1.551 billion (the "Opioid Trust Consideration"). The ultimate distributable value to opioid creditors is subject to change based on a number of variables – namely, prepayment of the deferred cash payments, recovery, if any, on claims against third parties), and the value of "New Opioid Warrants" subject to dilution under the anticipated management incentive plan.

The balance of the value of the Debtors' estates, including the ultimate equity interests and cash, will be available for the Debtors' significant non-opioid creditors, including their funded bond-debt, and other unsecured creditors, including creditors asserting anti-trust claims, and various other non-opioid tort and other litigation claims.

Through court-ordered mediation and months of negotiations among the Ad Hoc Committee, representatives of the Multi-State Group of Governmental Entities, and representatives of private entities and individual victims, the opioid creditors reached the resolution, incorporated in the Plan (and described further below) over how to allocate the Opioid Trust Consideration among the

public and private entities. As is the case in *Purdue Pharma*, the position of the Ad Hoc Committee and the PEC is that the funds received by all creditors (other than personal injury victims and children suffering from NAS) **will be restricted for use on the abatement of the opioid problem in their communities**. Additionally, the parties are seeking approval from the Court of an attorneys' fees and costs fund similar in structure to those proposed in *Purdue Pharma*. The proposed amount of such funds allocated to the fees and costs incurred by non-federal governmental entities is 10% of value received by non-federal governmental entities, capped at \$200 million and split 55% to 45% between states and non-federal governments. At this time, there is no global consensus between representatives of the MSGE, the PEC, and the states against the exact mechanism for distribution of this fee fund or its impact on other avenues for reimbursement of private attorneys' fees – it is our understanding that the MSGE Group objects to any attempt to restrict its fees to the \$200mm fund.

II. Background.

Mallinckrodt operates one of the largest controlled substance pharmaceutical business in the U.S., including manufacturing and production of generic opioid products. Public records demonstrate that Mallinckrodt supplied more than 28.9 billion oxycodone pills between 2006 and 2012 and was the subject of investigation by the U.S. Drug Enforcement Agency for excessive opioid shipments and for failure to maintain adequate governance and oversight. The company paid a \$35 million fine to settle the DEA complaints and investigation. As of October 7, 2020, the company was the subject of 3,034 cases (2,785 federal cases; 249 state cases) filed in 50 states and Puerto Rico for its role in fueling the nation's opioid crisis. These lawsuits assert a variety of claims, including, but not limited to, public nuisance, negligence, civil conspiracy, fraud, violations of the Racketeer Influenced and Corrupt Organizations Act or similar state laws, violations of state Controlled Substances Acts or state False Claims Acts, product liability, consumer fraud, unfair or deceptive trade practices, false advertising, insurance fraud, unjust enrichment and other common law and statutory claims arising from the manufacturing, distribution, marketing and promotion of opioids.

The federal cases, while stayed as against the Debtors due to the filing of the bankruptcy, have been, and continue to be, consolidated in the MDL. For more than two years, Mallinckrodt had engaged in settlements discussions with numerous States Attorneys' General and the PEC. In October 2019, on the eve of trial in the "Track One" bellwether cases in the MDL with Ohio-based county plaintiffs, Mallinckrodt agreed to settle the suits for cash payment in the amount of \$24 million and contribution of generic products, including addiction treatment products, worth \$6 million. Shortly thereafter, in February 2020, Mallinckrodt, the PEC, and the States Attorneys' General reached a global agreement on the core economic terms for payment of all outstanding opioid-related liabilities and certain agreed go-forward operational parameters for Mallinckrodt (as was, and may be further modified, the "Opioid Settlement"). The Opioid Settlement forms the basis of the Plan.

As part of this effort and to facilitate the implementation of the Opioid Settlement through a chapter 11 plan structure, the Debtors entered into an engagement letter with Roger Frankel of Frankel Wyron LLP on February 24, 2020 to serve as a proposed future claims representative (the "FCR") to represent the interests of *individuals* who may in the future assert opioid-related claims against the Debtors. The FCR retained multiple advisors, including counsel, an investment banker, a claims estimator, special litigation counsel, and a medical advisor (collectively, the "FCR Advisors") to carry out an extensive due diligence into Mallinckrodt's businesses and pending opioid litigation.

On October 12, 2020, Mallinckrodt and its affiliated subsidiaries filed for chapter 11 relief in the U.S. Bankruptcy Court for the District of Delaware. Contemporaneously with the U.S. chapter 11 filing, Mallinckrodt also commenced proceedings under Part IV of the Canadian Companies Arrangement Act in the Ontario Superior Court of the Justice (the “Canadian Bankruptcy Cases”).

III. The Opioid Settlement Framework (Pre-Bankruptcy).

In preparation for the chapter 11 filing, Mallinckrodt engaged with the PEC, certain of the States Attorneys’ General and the Guaranteed Unsecured Notes Ad Hoc Group (who controls over 84% of the company’s fulcrum funded debt) to craft a Restructuring Support Agreement (the “RSA”) to guide the bankruptcy process. The RSA incorporates the Opioid Settlement and provides the following framework:

- Establishment of a master disbursement trust (the “Opioid MDT II”), to be funded with (i) cash in the amount of \$450 million; (ii) warrants; (iii) deferred cash payments totaling \$1.275 billion over eighth (8) years, subject to prepayment; (iv) assigned third-party claims; and (v) assigned insurance rights;
- All Opioid Claims will be channeled to the Opioid MDT II, the respective Opioid Creditor Trusts and the Ratepayer Account, and will be discharged and released as to Mallinckrodt and other Released Parties;
- As of the Plan Effective Date, Mallinckrodt’s liability for all Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to and assumed by the Opioid MDT II, the respective Opioid Creditor Trusts, and the Ratepayer Account (as applicable);
- Each Opioid Claim shall be resolved in accordance with the terms, provisions, and procedures of the Opioid MDT II Documents and the Opioid Creditor Trust Documents (as applicable);
- The sole recourse of any Opioid Claimant on account of such Opioid Claim shall be to the Opioid MDT II, the Opioid Creditor Trusts or the Ratepayer Account (as applicable), and solely in accordance with the Opioid MDT II Documents, and the Opioid Creditor Trust Documents (as applicable) and each such Opioid Claimant shall have no right whatsoever at any time to assert its Opioid Claim against any Protected Party;
- The Plan and the Confirmation Order will contain (a) a release by holders of Opioid Claims and (b) an injunction channeling all Opioid Claims against the Protected Parties to the Opioid MDT II, the Opioid Creditor Trusts, and the Ratepayer Account (as applicable); and
- The Debtors shall seek entry of an injunctive order to be effective on the Petition Date, defining the manner in which the Debtors’ opioid business may be lawfully operated by the Debtors or any successors thereto on a going-forward basis during the pendency of the Chapter 11 Cases. The Confirmation Order will extend the Opioid Operating Injunction to govern the Reorganized Debtors’ operations after the Plan Effective Date.

Settlement payments relating to the Opioid Settlement and the Plan’s treatment of Opioid Claims will generally be funded from balance sheet cash and cash from operations.

IV. The Acthar & DOJ Settlements

As of the Petition Date, the Specialty Brands Debtors were named defendants in more than 25 litigation and government investigations, including the Department of Justice (the “DOJ”) in connection with Acthar Gel – the most prominent of which involve (i) disputes over the calculation of rebates that the Debtors pay to the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and (ii) antitrust and False Claims Act violations. The Debtors faced over \$15 billion in aggregate alleged potential damages.

In September 2020, the Debtors reached an agreement in principle with the DOJ, contingent upon a chapter 11 filing by Mallinckrodt plc, to resolve most Acthar-related claims and investigations of the federal government against the Debtors (the “Acthar Settlement”). The Acthar Settlement requires cash payments in eight installments, beginning on the Plan’s Effective Date and on each of the first seven anniversaries thereof, totaling \$260,000,000, to the DOJ and various states. In return, the Debtors will be released by the relevant governmental agencies for these Acthar-related claims.

V. The Bankruptcy Proceedings.

In preparation of its expected chapter 11 filing, the Company engaged with its prepetition lenders, including the Ad Hoc First Lien Term Lender Group, an ad hoc group of Holders of First Lien Revolving Facility Claims, and an ad hoc group of Holders of Guaranteed Unsecured Notes Claims, in an effort to address near-term maturities and to set an appropriate and sustainable capital structure for the Company, post-emergence. The parties to these negotiations reached an agreement on the terms of a financial restructuring (*i.e.*, the “RSA”), which incorporates the Opioid Settlement and the Acthar Settlement, as reflected in the terms of the Plan.

As of the Petition Date or shortly thereafter, the Restructuring Support Agreement was signed by the Debtors; unsecured noteholders holding more than 84 percent of the Guaranteed Unsecured Notes Claims; 50 Attorneys General of states, Washington, D.C., and U.S. territories with respect to their opioid claims; and the members of the Plaintiffs’ Executive Committee, the MSGE Group, including more than 1,300 governmental opioid claimants, and the Supporting Term Lenders.

A. Private Creditors.

The Opioid Settlement contemplated that the “public creditors”—the states, local governments, and tribes—would: (i) negotiate the allocation of the Opioid Trust Consideration to be made available to “private creditors”; and (ii) allocate the remaining amounts among the various governments to be used to pay for opioid addiction abatement services.

During the bankruptcy proceedings, the Ad Hoc Committee engaged in mediation on the allocation of the Opioid Trust Consideration among the various holders of opioid claims. The Mediation was conducted during the early part of 2021 with Kenneth R. Feinberg serving as mediator with several major groups of private creditors consisting of: (i) personal injury claimants, including guardian claimants asserting claims on behalf of minors with NAS due to exposure to opioids in utero, (ii) claimants comprising a putative class of NAS children seeking medical monitoring funding, (iii) hospitals, (iv) private health insurance carrier plaintiffs and third-party payors, (v) purchasers of private health insurance; and (vi) emergency room physicians. All private creditors (with the

exception of PI claimants) agreed to accept distributions exclusively in the form of funding for programs designed to abate the opioid crisis (the “Private Creditor Trusts”).

The mediation took three months and resulted in the allocations set forth in the Plan among the Private Creditor Trusts, the Public Creditor Trusts (as defined below) and other third party entities. The mediation also resulted in negotiated agreements, which are reflected in the below chart:

Private Creditor Trusts	Distribution Amount ⁴
Third Party Payors Trust:	5.210%
Hospitals Trust:	3.57%
Personal Injury Trust NAS PI Claims	0.625%
Personal Injury Trust Non-NAS PI Claims	9.3%
School Districts	\$5.0 million
NAS Monitoring Trust:	\$1.5 million
IER Physicians Trust	\$4.5 million
Ratepayers	\$3.0 million
Opioid Attorneys’ Fee Fund	10.00% of distributions to Public Opioid Creditor Trusts

Each of the Private Creditors will assume all liability for and administer Claims in the applicable Class and make distributions or award grants for authorized abatement purposes pursuant to an agreed upon “Trust Distribution Procedure” for each creditor group.

B. Public Opioid Creditor Trusts.

As noted above, the “public creditors” are all state, local and tribal governments. After payments are made to the private creditors, the balance of the value of the bankruptcy estate will be allocated among the public creditors. The ultimate value of the bankruptcy estate is unknown because it depends in part on the realization of warrant value and recovery on third party claims transferred to the trust. In general, approximately \$1.725 billion will be provided to public and private creditor trusts with a mission to fund abatement of the opioid crisis.

Pursuant to the terms of the Plan, the public creditors, would assume control over two public creditor trusts, the National Opioid Abatement Trust II (the “NOAT II”), on account of the State Opioid Claims and the Municipal Opioid Claims and the Tribal Opioid Abatement Fund Trust II (the “TAFT II”), on account of the Tribal Opioid Claims. All value distributed to the NOAT II and the TAFT II will be exclusively dedicated to programs designed to abate the opioid crisis and for no other purpose, other than to fund administration of the programs themselves and to pay fees and costs, including the funding of the Opioid Attorneys’ Fee Fund, which will be established for reimbursement of State Opioid Claimant, Municipal Opioid Claimant, and Tribe Opioid Claimant costs and expenses. The exact structure of the Opioid Attorneys’ Fee Fund will be developed and agreed upon by the Governmental Plaintiff Ad Hoc Committee and the MSGE Group from the Public Opioid Creditor Share.

⁴ The percentage deals contemplate a percentage of cash received at the Opioid MDT II TDP, prior to certain administrative expenses and reserves.

A schedule of the distributions to be received by the NOAT II and the TAFT II is set forth below:

AGGREGATE AMOUNT DISTRIBUTABLE	ALLOCATION BETWEEN THE NOAT II AND THE TAFT II*	
	NOAT II	TAFT II
\$0 – \$625 MILLION	97.1%	2.90%
OVER \$625 MILLION – \$1.25 BILLION	97.05%	2.95%
OVER \$1.25 BILLION	97%	3.0%
* The TAFT II is subject to \$145,000 upward adjustment in connection with certain public-school distributions.		

1. National Opioid Abatement Trust II.⁵

Pursuant to the terms of the Plan the funds distributed to the NOAT II will be allocated to each State for use within that State. The distribution methodology is grounded in, among other things, prescription opioid sales, the prevalence of pain reliever use disorder, overdose deaths, population, and other factors. The state-by-state percentage allocations is set forth in the NOAT II Documents. Within-state allocations of those funds to local governments and other Municipal Units within each State will be determined either by a default allocation mechanic or a “Statewide Abatement Agreement” if the required level of support can be reached within the applicable State no later than two weeks following the Effective Date.⁶ Under the default allocation mechanic, the within state allocations of funds for abatement purposes shall be apportioned by region, and the specific abatement uses of the funds shall be determined by the state, with input from a consulting body that includes broad local government representation. Further detail on the inter-state allocation model and intra-state allocation mechanisms is described in the NOAT II Documents. The NOAT II documents also specify the core abatement purposes for which each State may allocate abatement funds, along with distribution procedures, which specify that priority be given to the “core strategies”. The NOAT II documents, which are substantially similar to those proposed in *Purdue Pharma*, were filed on September 4, 2021 [Docket No. 4149-1] and are acceptable in form and substance to the Ad Hoc Committee and PEC.

The net distributable value that will flow through the NOAT II to the local government entities TAFT II depends on whether the Debtors make structured payments over eight (8) years or take advantage of their prepayment option at emergence or within the first eighteen months after the Effective Date of the Plan. If the Debtors make the full structured cash payments, the net distributable value under NOAT II will be approximately \$1.203 billion after payments to the private trusts and net of illustrative assumptions with respect to attorney fees and administrative costs. If the Debtors opt for prepayment at emergence, the net distributable value under NOAT II

At this time, there is no global consensus between the Ad Hoc Committee and PEC on the one hand and the MSGE on the other hand over the exact contours of the NOAT II and NOAT II TDP. The Ad Hoc Committee and PEC maintain that a substantially similar arrangement to that used in *Purdue* should be utilized here. The MSGE has not yet agreed to this arrangement based on, among other things, differences on views on how private counsel reimbursement must be handled.

⁶ The allocation of public funds within a Territory or the District of Columbia will be determined by its local legislative body within the time frame set forth in the procedures of the NOAT II Documents, unless that legislative body is not in session, in which case, the allocation of public funds shall be distributed pursuant to the direction of the Territory’s or District of Columbia’s executive, in consultation – to the extent applicable – with its government participation mechanism, all as set forth in the NOAT II Documents.

will be approximately \$818 million. These estimates may be increased as they do not factor in the monetization of the warrants (or the underlying equity), net insurance proceeds and assigned estate claims.

The NOAT II shall distribute the NOAT II funds consistent with the allocation percentages set forth below and in accordance with the NOAT II Documents:

State	Final Percentage Division of Funds
Alabama	1.5958653635%
Alaska	0.2283101787%
American Samoa*	0.0171221696%
Arizona	2.3755949882%
Arkansas	0.9322152924%
California	9.8347649255%
Colorado	1.6616291219%
Connecticut	1.3010642872%
Delaware	0.4490315873%
District of Columbia	0.1799774824%
Florida	7.0259134409%
Georgia	2.7882080114%
Guam*	0.0480366565%
Hawaii	0.3246488040%
Idaho	0.4919080117%
Illinois	3.3263363702%
Indiana	2.2168933059%
Iowa	0.7419256132%
Kansas	0.7840793410%
Kentucky	2.0059653429%
Louisiana	1.4650905059%
Maine	0.5354480863%
Maryland	2.1106090494%
Massachusetts	2.3035761083%
Michigan	3.4020234989%
Minnesota	1.2972597706%
Mississippi	0.8624327860%
Missouri	2.0056475170%
Montana	0.3125481816%
N. Mariana Islands*	0.0167059202%
Nebraska	0.4171546352%
Nevada	1.2090024165%
New Hampshire	0.5854539780%
New Jersey	2.7551354545%
New Mexico	0.8057440820%
New York	5.3903813405%
North Carolina	3.2502525994%
North Dakota	0.1700251989%

Ohio	4.3567051408%
Oklahoma	1.5400628332%
Oregon	1.3741405009%
Pennsylvania	4.5882419559%
Puerto Rico**	0.7101195950%
Rhode Island	0.4527927277%
South Carolina	1.5393083548%
South Dakota	0.1982071487%
Tennessee	2.6881474977%
Texas	6.2932157196%
Utah	1.1535777967%
Vermont	0.2597674231%
Virgin Islands*	0.0315673573%
Virginia	2.2801150757%
Washington	2.3189040182%
West Virginia	1.0660758910%
Wisconsin	1.7582560561%
Wyoming	0.1668134842%

2. Tribal Opioid Abatement Trust II.

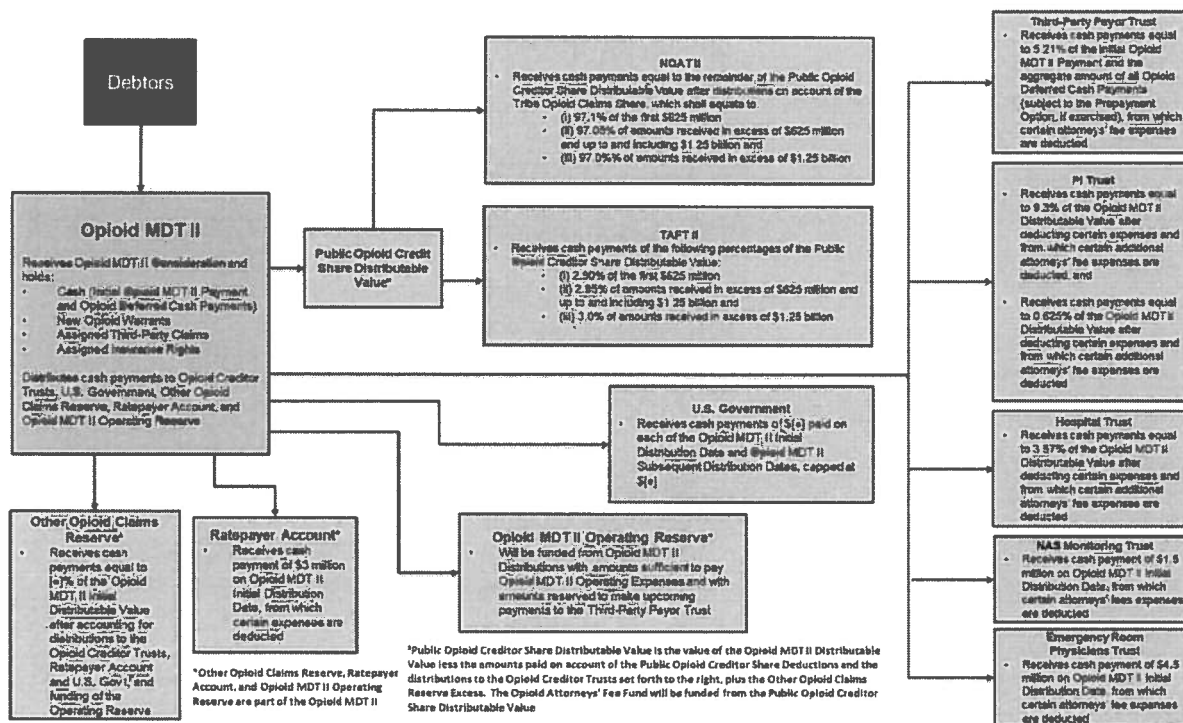
Of the amount available to all public creditors, approximately 3% will be allocated to Tribes (subject to a sliding scale on the Public Opioid Creditor Share Distributable Value). Thus, assuming the total amount for the public creditors will be \$1.239 billion, the Tribes collectively will receive approximately \$36 million. This amount will be disbursed to the Tribes substantially contemporaneously as amounts disbursed to the NOAT II TDP.

The 3% amount allocated to Tribes from the pool of public funds was arrived at through the mediation process conducted by Kenneth Feinberg. The Tribes were represented in the mediation by the Tribal Leadership Committee (TLC), a group appointed by the MDL court to coordinate all Tribal opioid litigation. The state and local governments were counter-parties. The amount paid to the Tribes in aggregate will be allocated among the Tribes pursuant to an allocation matrix developed by the TLC.

VI. The Structure of the Plan.

A. Overall Structure.

The Plan provides that the company's businesses be reorganized and at the direction of the Required Supporting Unsecured Noteholders and with the reasonable consent of the Governmental Plaintiff Ad Hoc Committee and the MSGE Group. At emergence, the Company will be publicly listed on a public exchange (possibly on the NYSE or NASDAQ). Mallinckrodt will continue to manufacture its pre-petition products, but its manufacture and sale of opioid products shall be subject to an injunction that has been agreed by the States Attorneys' General and the AHC. The chart below shows the structure that will be established if the proposed Plan is approved by the Court:



VII. Plan Confirmation.

Voting on the plan by all creditors will be open through September 3, 2021. Claimants are divided into 14 different classes, in order to group similar claims together. Claimants vote by class. In order to accept the plan, a majority in a class by number and two-thirds by dollar amount of claims in a class must vote to approve the Plan. For purposes of this proceeding, all governmental claims are each valued at \$1 for voting purposes, which may effectively establish a requirement that at least two-thirds of the voting members of each class vote to approve the plan in order for such class to be deemed an “accepting” class.

The court is scheduled to hold a hearing on confirmation of the plan beginning September 21, 2021. The number of claimants who will object to the plan, and the grounds for the objections, are not currently known. It is expected that the court will issue a decision on whether to confirm the plan in October. If the plan is confirmed, there will be at least one to two months of work to set up the various trusts and other entities necessary to implement the Plan. Additionally, given that the Debtors’ ultimate parent company is an Irish company, the Debtors are required to obtain approval of the Irish courts of the Plan, under applicable Irish law which may take several months. If that schedule holds, the “effective date” of the Plan could be in early 2022.

VIII. Global Opioid Settlement.

As discussed in Section V above, Mallinckrodt initiated these bankruptcy proceedings with an RSA negotiated with certain stakeholders—which incorporated the pre-bankruptcy Opioid Settlement (as subsequently modified) and laid the framework of the Plan and Disclosure Statement filed with the Court. The Plan and Disclosure Statement, however, left open some material economic and plan implementation terms such as, including without limitation, insurance proceeds, registration rights,

and New Opioid Warrants, which had been the subject of dispute and controversy among the Debtors, Ad Hoc Committee, MSGE Group and the OCC. In late August, these disputing parties reached a consensual settlement of all outstanding issues in connection with the Plan (the "Global Opioid Settlement"), which leaves the terms of the RSA and the Opioid Settlement substantially unchanged, save for the following:

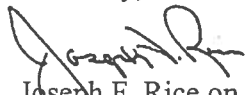
- Additional Consideration: The Opioid MDT II shall receive (i) an additional \$125 million in cash payable on the eighth anniversary of the Effective Date of the Plan and (ii) a 50% interest in estate claims against non-released parties in connection with the Company's share repurchase program between 2015-2018;
- New Opioid Warrant Terms: exercisable through sixth anniversary of the Effective Date;
- Prepayment Option: Company can now exercise right within 18 months from the Effective Date regardless of whether the prepayment option is exercised;
- Opioid Claimant Releases: the Plan will provide for a release of opioid claimants similar to that included in the Purdue Pharma plan; and
- Opioid MDT II Trustee: the OCC will have the right to consult with the Ad Hoc Committee and the MSGE Group on the appointment of the three Opioid MDT II Trustees, and will have the ability to appoint one of the Opioid MDT II Trustees if no agreement on the identity of the trustees is reached.

IX. PEC Supports the Plan.

The PEC believes that the Plan represents a fair and equitable resolution of opioid-related claims against Mallinckrodt as the vast majority of creditor recoveries distributed under the Plan were negotiated in good faith and are exclusively dedicated to programs designed to abate the opioid crisis (other than to fund administration of the programs themselves and to pay fees and costs). The alternative is to engage in risky, expensive and value-destroying civil litigation that will take years to fully litigate, and which will result in delayed and inequitable recoveries among potential claimants. And perhaps most importantly, even if judgments are obtained, it could take years of additional litigation to collect on those judgments. Meanwhile, local government and other public creditors, including Class 8(a) (State Opioid Claims), Class 8(b) (Municipal Opioid Claims) and Class 8(c) (Tribe Opioid Claims) claimholders, will have received no resources from Mallinckrodt that can be put to immediate use to abate the ongoing problems. **The PEC recommends that all opioid-related claimholders vote to approve the Plan.**

THE FOREGOING IS NOT INTENDED AS A SUBSTITUTE FOR THE DISCLOSURE STATEMENT. THE PEC URGES YOU TO READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY.

Sincerely,



Joseph F. Rice on behalf of
Co-Leads, MDL 2804

Paul T. Farrell, Jr.

Jayne Conroy

Joseph F. Rice

And MDL 2804 PEC

Exhibit B

SOLICITATION VERSION

I.
EXECUTIVE SUMMARY

The Debtors in the Chapter 11 Cases pending in the United States Bankruptcy Court for the District of Delaware submit this Disclosure Statement, pursuant to section 1125 of the Bankruptcy Code, in connection with the solicitation of votes on the *Joint Plan of Reorganization of Mallinckrodt plc and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* dated June 17, 2021. A copy of the Plan is attached hereto as **Exhibit A**.

Prior to soliciting votes on a proposed plan of reorganization, section 1125 of the Bankruptcy Code requires debtors to prepare a disclosure statement containing information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance or rejection of the plan of reorganization. As such, this Disclosure Statement is being submitted in accordance with the requirements of section 1125 of the Bankruptcy Code.

This Executive Summary is being provided as an overview of the material items addressed in this Disclosure Statement and the Plan, which is qualified by reference to the entire Disclosure Statement and by the actual terms of the Plan (and including all exhibits attached hereto and to the Plan), and should not be relied upon for a comprehensive discussion of this Disclosure Statement and/or the Plan.

This Disclosure Statement includes, without limitation, information about:

- the Debtors' prepetition operating and financial history;
- the events leading up to the commencement of the Chapter 11 Cases;
- the significant events that have occurred during the Chapter 11 Cases;
- the solicitation procedures for voting on the Plan;
- the Confirmation process and the voting procedures that Holders of Claims who are entitled to vote on the Plan must follow for their votes to be counted;
- the terms and provisions of the Plan, certain effects of confirmation of the Plan, and the manner in which distributions will be made under the Plan;
- certain risk factors relating to the Debtors, the Reorganized Debtors and confirmation of the Plan; and
- the proposed organization, operations and financing of the Reorganized Debtors if the Plan is confirmed and becomes effective.

A. Purpose and Effect of the Plan

1. Plan of Reorganization Under Chapter 11 of the Bankruptcy Code

The Debtors are reorganizing pursuant to chapter 11 of the Bankruptcy Code, which is the principal business reorganization chapter of the Bankruptcy Code. As a result, the confirmation of the Plan means that the Reorganized Debtors will continue to operate their businesses going forward and does not mean that the Debtors will be liquidated or forced to go out of business.

A bankruptcy court's confirmation of a plan binds the debtors, any entity acquiring property under the plan, any holder of a claim or equity interest in the debtors, and all other entities as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code to the terms and conditions of the confirmed plan, whether or not such entity voted on the particular plan or affirmatively voted to reject the plan.

2. Restructurings Under the Plan

The Plan contemplates that on the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtors may, consistent with the terms of the Restructuring Support Agreement, take all actions as may be necessary to effectuate the Plan, including:

- the execution and delivery of appropriate agreements or other documents of sale, merger, consolidation, or reorganization containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law;
- the creation of a NewCo and/or any NewCo Subsidiaries (if any) that may, at the Debtors' or Reorganized Debtors' option in consultation with the Supporting Parties, acquire all or substantially all the assets of one or more of the Debtors;
- the execution and delivery of an equity and asset transfer agreement (if applicable) and any other appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan;
- the creation of certain opioid trusts where all Opioid Claims will be channeled to in accordance with the terms of the Plan and the applicable trust documents (as may be amended, supplemented or modified from time to time), which will be filed with the Bankruptcy Court on the earlier of (a) 30 days from entry of the Disclosure Statement Order, and (b) July 21, 2021.
- the filing of appropriate certificates of incorporation, merger, migration, consolidation, or other organizational documents with the appropriate governmental authorities pursuant to applicable law; and
- all other actions that the Reorganized Debtors determine are necessary or appropriate.

The Plan further contemplates the treatment of Allowed Claims and Interests as set forth in the below table of "*Summary Of Expected Recoveries*".

With respect to implementing the Restructuring Transactions under the Plan, the Debtors intend to disclose the precise steps to be taken in the Restructuring Transactions in the Plan Supplement and will make those transactions public with sufficient time for all voting creditors to consider them before submitting their Ballots.

3. The General Unsecured Claims Cash or Equity Preference Indication

The Plan provides that Holders of General Unsecured Claims are entitled to indicate their preference, via a duly-submitted Ballot, to receive New Mallinckrodt Ordinary Shares as a portion of their distribution under the Plan. The proportion of the distributions made to such Holders in the form of New Mallinckrodt Ordinary Shares will be equal to the proportion of the Ballots submitted by Holders of General Unsecured Claims indicating the requisite election, calculated using the amount of General Unsecured Claims attributed to each such Ballot for purposes of voting on the Plan under the Disclosure Statement Order.

B. Classification and Treatment of Claims and Interests Under the Plan

The following table provides a summary of the classification and treatment of Claims and Equity Interests and the potential distributions to Holders of Allowed Claims and Equity Interests under the Plan.

THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE, INCLUDING BASED ON THE LIQUIDATION OF CLAIMS CURRENTLY ASSERTED AS UNLIQUIDATED. FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN AND THE RISK FACTORS DESCRIBED IN ARTICLE IX BELOW. THE TABLE IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR A REVIEW OF THE PLAN AND DISCLOSURE STATEMENT IN THEIR ENTIRETY. FOR CERTAIN CLASSES OF CLAIMS, THE ACTUAL AMOUNT OF ALLOWED CLAIMS COULD BE MATERIALLY DIFFERENT THAN THE ESTIMATED AMOUNTS SHOWN IN THE TABLE BELOW.

FOR HOLDERS OF APPLICABLE GENERAL UNSECURED CLAIMS IN EACH OF CLASSES 6(A)-(F), THE FOLLOWING RECOVERY RANGES TAKE INTO CONSIDERATION CONTINGENT CLAIMS THAT ARE EITHER ALLOWED IN FULL OR DISALLOWED IN FULL. THESE CATEGORIES OF CONTINGENT CLAIMS ARE DESCRIBED FURTHER IN ARTICLE IV.U BELOW. EACH CREDITOR REVIEWING THIS DISCLOSURE STATEMENT SHOULD REVIEW ARTICLE IV.U BELOW CAREFULLY TO UNDERSTAND THE IMPACT OF CONTINGENT LITIGATION CLAIMS ON THEIR RESPECTIVE DISTRIBUTIONS.

Based on the Debtors' diligence and analysis prepared in early Q1 2021, the Debtors believe Holders of Trade Claims and General Unsecured Claims in Classes 6 and 7, respectively, in the aggregate, would be entitled to approximately \$34 million, as a midpoint, in the absence of any of the settlements embodied in the Restructuring Support Agreement and in a strict application of the absolute priority rule under the Bankruptcy Code, applied entity-by-entity among all the Debtors and Non-Debtor Affiliates. Moreover, such Holders would recover less than \$7 million in the aggregate in a chapter 7 liquidation, as demonstrated in the Debtors' Liquidation Analysis attached to this Disclosure Statement. Accordingly, the Debtors believe the Plan provides such creditors with multiples more than their entitlements by making available \$150 million for these claimants. The Debtors will substantiate these creditors' entitlements in connection with the Confirmation Hearing.

Further, to calculate the General Unsecured Claims Total Implied Equity Valuation, the Debtors used the same process by which they determined creditors' relative entitlements, which shows General Unsecured Creditors and Trade Claimants are entitled to approximately \$34 million in a strict application of the absolute priority rule. The Debtors used this analysis to determine the distributable value for the Reorganized Debtors at which General Unsecured Creditors (not including Trade Claimants) would be entitled to approximately \$100 million. That implied distributable value was then used to calculate the General Unsecured Claims Total Implied Equity Valuation.

The Plan is based on the Debtors' conclusion that the Guaranteed Unsecured Notes have a structurally senior position to the vast majority of General Unsecured Claims, due to the guarantees that support the Guaranteed Unsecured Notes from, among other Debtors, the Debtors that owned substantially all of the Specialty Brands' intellectual property as of the Petition Date. The Debtors expect a limited number and amount of General Unsecured Claims to be Allowed against these entities. In addition, holders of First Lien Revolving Credit Facility Claims, 2024 First Lien Term

Loan Claims, 2025 First Lien Term Loan Claims, First Lien Notes Claims, and Second Lien Notes Claims have Secured Claims against such Debtors, among others.

The Plan provides that distributions to creditors with Claims in Classes 6(a)-6(f) will be made pro rata and on a consolidated basis from all Debtors among all such creditors, regardless of against which Debtor the Claim is asserted, except that non-ratable distributions may be necessary and be made to satisfy applicable requirements under the Bankruptcy Code. Holders of Claims in Classes 6(a)-6(f) should be aware that if such distributions were made other than on a consolidated basis from all Debtors their respective recoveries could differ materially, either greater or lesser, depending on the Allowed amount of such Claims against each Debtor and the value available to General Unsecured Claims from each Debtor.

The following “*Summary of Expected Recoveries*” chart refers to the “*Filed Amount*”, which is the aggregate of all liquidated amounts asserted in filed Proofs of Claim, *less* any redundant Proofs of Claim filed by the same creditor(s) that assert(s) substantially identical disputed, unliquidated, or contingent Claims against multiple Debtors, *plus* any unmatched prepetition amounts reflected in the Debtors’ books and records as of the fiscal month ended April 23, 2021. The “*Filed Amount*” does not include any provision for Proofs of Claim as unliquidated and with no asserted amounts and settled claims to be exempted from the claims register. Further, for Classes 6(a)-(f), references below to the “*scheduled amount*” refers to the Debtors’ Schedules of Assets and Liabilities and reference to the “*books and records amounts*” means as of the fiscal month ended April 23, 2021.

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
1	Other Secured Claims Filed Amount: \$2,200,000.00	Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim, at the option of the applicable Debtor, shall (i) be paid in full in Cash including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (ii) receive the collateral securing its Allowed Other Secured Claim, or (iii) receive any other treatment that would render such Claim Unimpaired, in each case, as determined by the Debtors with the reasonable consent of the Required Supporting Unsecured Noteholders, the Governmental Plaintiff Ad Hoc Committee, and the MSGE Group and following consultation with the Supporting Term Lenders.	100%
2(a)	First Lien Revolving Credit Facility Claims	All Allowed First Lien Revolving Credit Facility Claims shall receive, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of such Claims, repayment in full in Cash. For the avoidance of doubt, the foregoing	100%

³ The Debtors are currently in the process of reconciling Claims. As such, the ranges contained in this summary may not be exact and are subject to further change. For the avoidance of doubt, this summary does not reflect contingent and unliquidated Claims that will ultimately be liquidated as part of the reconciliation process.

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
	Expected Principal Amount: \$900,000,000.00	treatments shall not be, and shall not be deemed, a distribution or payment in respect of Shared Collateral.	
2(b)	2024 First Lien Term Loan Claims Expected Principal Amount (as of April 23, 2021): \$1,407,557,343.72 ⁴	All Allowed 2024 First Lien Term Loan Claims shall receive, Treatment in clause on the Effective Date, in full and final satisfaction, settlement, (a): N/A release, and discharge of such Claims, at the Debtors' option either (a) the New Takeback Term Loans <i>plus</i> repayment in full Treatment in clause in Cash of the First Lien Term Loans Accrued and Unpaid (b): 100% Interest <i>plus</i> the Term Loan Exit Payment or (b) repayment of such Claims in full in Cash in an amount equal to the 2024 First Lien Term Loans Outstanding Amount <i>plus</i> the First Lien Term Loans Accrued and Unpaid Interest <i>plus</i> the Term Loan Exit Payment. For the avoidance of doubt, neither of the foregoing treatments or any component thereof are, nor shall such treatments or any component thereof be deemed, a distribution or payment in respect of Shared Collateral.	
2(c)	2025 First Lien Term Loan Claims Expected Principal Amount (as of April 23, 2021): \$373,591,066.61 ⁵	All Allowed 2025 First Lien Term Loan Claims shall receive, Treatment in clause on the Effective Date, in full and final satisfaction, settlement, (a): N/A release, and discharge of such Claims, at the Debtors' option, either (a) the New Takeback Term Loans <i>plus</i> repayment in full Treatment in clause in Cash of the First Lien Term Loans Accrued and Unpaid (b): 100% Interest <i>plus</i> the Term Loan Exit Payment or (b) repayment of such Claims in full in Cash in an amount equal to the 2025 First Lien Term Loans Outstanding Amount <i>plus</i> the First Lien Term Loans Accrued and Unpaid Interest <i>plus</i> the Term Loan Exit Payment. For the avoidance of doubt, neither of the foregoing treatments or any component thereof are, nor shall such treatments or any component thereof be deemed, a distribution or payment in respect of Shared Collateral.	
3	First Lien Notes Claims	If at the time of Confirmation (i) the First Lien Notes Makewhole Claims are not Allowed and (ii) the Allowed First Lien Notes Claims may be reinstated without the First Lien Notes Makewhole Claims being Allowed, all Allowed First Lien Notes Claims shall be Reinstated. Otherwise, all Allowed First Lien Notes Claims shall receive, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of such Claims, at the Debtors' option, either (1) the Cram-Down	100%

⁴ Allowed 2024 First Lien Term Loan Claims also include First Lien Term Loans Accrued and Unpaid Interest plus any other accrued and unpaid First Lien Obligations directly or ratably applicable to the 2024 First Lien Term Loan Claims. Pro forma for scheduled amortization payments through the assumed Effective Date per the Valuation Analysis, the 2024 First Lien Term Loan Claims is \$1,403,891,829.81.

⁵ Allowed 2025 First Lien Term Loan Claims also include First Lien Term Loans Accrued and Unpaid Interest plus any other accrued and unpaid First Lien Obligations directly or ratably applicable to the 2025 First Lien Term Loan Claims. Pro forma for scheduled amortization payments through the assumed Effective Date per the Valuation Analysis, the 2025 First Lien Term Loan Claims is \$372,628,203.04.

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
	Expected Principal Amount: \$495,032,000.00 ⁶	First Lien Notes in a face amount equal to the amount of such Allowed First Lien Notes Claims or (2) Cash in an amount equal to the amount of such Allowed First Lien Notes Claims, <i>provided</i> that the treatment in this clause (2) shall only be permitted in the event (x) the Cash used to fund the payment of the principal amount of the First Lien Notes Claims is derived from the proceeds of indebtedness incurred to fund such payment or (y) the First Lien Term Loan Claims have been paid or are paid contemporaneously in full in Cash.	
4	Second Lien Notes Claims Expected Principal Amount: \$322,868,000.00 ⁷	If at the time of Confirmation (i) the Second Lien Notes Makewhole Claims are not Allowed and (ii) the Allowed Second Lien Notes Claims may be reinstated without the Second Lien Notes Makewhole Claims being Allowed, all Allowed Second Lien Notes Claims shall be Reinstated. Otherwise, all Allowed Second Lien Notes Claims shall receive, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of such Claims, at the Debtors' option, either (1) the Cram-Down Second Lien Notes in a face amount equal to the amount of such Allowed Second Lien Notes Claims, or (2) Cash in an amount equal to the amount of such Allowed Second Lien Notes Claims, <i>provided</i> that the treatment in this clause (2) shall only be permitted in the event (x)(i) the First Lien Term Loans (and the First Lien Term Loan Claims) are repaid in full in Cash and (ii) the Exit Payment is paid to the First Lien Term Lenders, in each case, before or contemporaneously with such refinancing of the Second Lien Notes Claims or (y) if the proceeds of any portion of the New Term Loan Facility are used to pay the Second Lien Notes Claims in Cash, such portion of the New Term Loan Facility is secured by Liens and security interests that rank junior to the Liens and security interests securing the New Takeback Term Loans.	100%

⁶ Assumes First Lien Notes Makewhole Claims are not Allowed. To the extent the First Lien Notes Makewhole Claims are Allowed, the amount of the First Lien Notes Claims would be increased to up to approximately 121% of the principal amounts shown, or by up to approximately \$103 million.

⁷ Assumes Second Lien Notes Makewhole Claims are not Allowed. To the extent the Second Lien Notes Makewhole Claims are Allowed, the amount of the Second Lien Notes Claims would be increased to up to approximately 121% of the principal amounts shown, or by up to approximately \$67 million.

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
5	Guaranteed Unsecured Notes Claims Principal Amount: 5.75% Senior Notes \$610,304,000.00 5.625% Senior Notes \$514,673,000.00 5.50% Senior Notes \$387,207,000.00	Except to the extent that a Holder of an Allowed Guaranteed Unsecured Notes Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Guaranteed Unsecured Notes Claim, on the Effective Date (or as soon as practicable thereafter), each Holder of an Allowed Guaranteed Unsecured Notes Claim shall receive its Pro Rata Share of (i) the Takeback Second Lien Notes and (ii) 100% of New Mallinckrodt Ordinary Shares, subject to dilution on account of the New Opioid Warrants, the Management Incentive Plan, and any General Unsecured Claims Distribution in the form of New Mallinckrodt Ordinary Shares.	57 - 86% ⁸
6(a)	Acthar Claims Filed Amount: ⁹ \$2.8 billion	Except to the extent that a Holder of an Allowed Acthar Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Acthar Claim, each Holder of an Allowed Acthar Claim shall receive its General Unsecured Claims Distribution.	If all Filed Amounts are Allowed in full at the greater of the Filed Amount, scheduled amount, or the Debtors' books and records amounts: 0.8% ¹⁰ If Class 6 Claims are Allowed in amount equal to Debtors' books and records: 0.0% (\$0 Allowed)

⁸ Assumes First Lien Notes Makewhole Claims and Second Lien Notes Makewhole Claims are not Allowed. To the extent such Claims are Allowed, the Cram-Down First Lien Notes and Cram-Down Second Lien Notes would be issued in a face amount, or cash would be paid in an amount, of up to approximately 121% of the principal amounts shown, or an incremental face amount of up to \$170 million. As a result, the Guaranteed Unsecured Notes projected recovery would be approximately 47% to 76%.

⁹ Class 6(a) Acthar Claims for Filed Amounts exclude Claims currently subject to pending objections filed by the Debtors.

¹⁰ The recovery rate of 0.8% for Claims in each of Classes 6(a)-(f) is based on the Debtors' review of the Claims register and takes into account de-duplication of substantially identical disputed, unliquidated, or contingent Claims filed by the same creditor against multiple Debtors. To the extent any such Claims were Allowed against multiple Debtors, this recovery rate would decrease accordingly. Likewise, to the extent any Claims filed in unliquidated amounts were Allowed in liquidated amounts, this recovery rate would decrease accordingly.

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
6(b)	Generics Price Fixing Claims Filed Amount: \$4.0 billion	Except to the extent that a Holder of an Allowed Generics Price Fixing Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Generics Price Fixing Claim, each Holder of an Allowed Generics Price Fixing Claim shall receive its General Unsecured Claims Distribution.	If all Filed Amounts are Allowed in full at the greater of the Filed Amount, scheduled amount, or the Debtors' books and records amounts: 0.8% If Class 6 Claims are Allowed in amount equal to Debtors' books and records: 0.0% (\$0 Allowed)
6(c)	Asbestos Claims Filed Amount: \$4.5 billion	Except to the extent that a Holder of an Allowed Asbestos Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Asbestos Claim, each Holder of an Allowed Asbestos Claim shall receive its General Unsecured Claims Distribution.	If all Filed Amounts are Allowed in full at the greater of the Filed Amount, scheduled amount, or the Debtors' books and records amounts: 0.8% If Class 6 Claims are Allowed in an amount equal to Debtors' books and records: 34.1% (\$17.5 million Allowed)
6(d)	Legacy Unsecured Notes Claims Filed Amount(s): \$152,098,338.00	Except to the extent that a Holder of an Allowed Legacy Unsecured Notes Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Legacy Unsecured Notes Claim, each Holder of an Allowed Legacy Unsecured Notes Claim shall receive its General Unsecured Claims Distribution.	If all Filed Amounts are Allowed in full at the greater of the Filed Amount, scheduled amount, or the Debtors' books and records amounts: 0.8% If Class 6 Claims are Allowed in an amount equal to Debtors' books and records: 34.1% (\$152,098,338 Allowed)

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
6(e)	Environmental Claims Filed Amount: \$306,000,000.00	Except to the extent that a Holder of an Allowed Environmental Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Environmental Claim, each Holder of an Allowed Environmental Claim shall receive its General Unsecured Claims Distribution.	If all Filed Amounts are Allowed in full at the greater of the Filed Amount, scheduled amount, or the Debtors' books and records amounts: 0.8% If Class 6 Claims are Allowed in an amount equal to Debtors' books and records: 34.1% (\$52.2 million Allowed) ¹¹
6(f)	Other General Unsecured Claims Filed Amount: \$238,000,000.00	Except to the extent that a Holder of an Allowed Other General Unsecured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other General Unsecured Claim, each Holder of an Allowed Other General Unsecured Claim shall receive its General Unsecured Claims Distribution.	If all Filed Amounts are Allowed in full at the greater of the Filed Amount, scheduled amount, or the Debtors' books and records amounts: 0.8% If Class 6 Claims are Allowed in an amount equal to Debtors' books and records: 34.1% (\$71.6 million Allowed) ¹²

¹¹ Environmental Claims of \$52.2 million reflect books and records amounts of \$61.8 million, net of financial assurance of \$9.6 million.

¹² Reflects Class 6(f) claims based on the books and records as of April 23, 2021, before consideration of potential Executory Contract Cure payments.

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
7	Trade Claims Filed Amount: \$78,000,000.00	Except to the extent that a Holder of an Allowed Trade Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Trade Claim and as consideration for maintaining Favorable Trade Terms, each Holder of an Allowed Trade Claim that votes to accept the Plan and agrees to maintain Favorable Trade Terms in accordance with the requirements set forth in the Disclosure Statement Order shall receive its Pro Rata Share of the Trade Claim Cash Pool up to the Allowed Amount of such Claim. If the Holder of an Allowed Trade Claim votes to reject the Plan or does not agree to maintain Favorable Trade Terms in accordance with the requirements set forth in the Disclosure Statement Order, such Holder shall receive its Unsecured Claims Distribution.	If all Filed Amounts are Allowed in full at the greater of the Filed Amount, scheduled amount, or the Debtors' books and records amounts: 64% If Class 7 Claims are Allowed in an amount equal to Debtors' books and records: 92% (\$54 million Allowed) ¹³
8(a)	State Opioid Claims	As of the Effective Date, all State Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for State Opioid Claims shall be assumed by, the NOAT II. Each State Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the NOAT II Documents and shall receive a recovery, if any, from the State and Municipal Government Opioid Claims Share. The NOAT II shall be funded in accordance with the provisions of the Plan. The sole recourse of any State Opioid Claimant on account of its State Opioid Claim shall be to the NOAT II, and each such State Opioid Claimant shall have no right whatsoever at any time to assert its State Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such State Opioid Claims, and may not proceed in any manner against any Protected Party on account of such State Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the NOAT II in respect of State Opioid Claims shall be used solely for Approved Uses, in accordance with the NOAT II Documents.	N/A

¹³ Reflects Class 7 claims based on the books and records as of April 23, 2021, before consideration of potential Executory Contract Cure payments.

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
8(b)	Municipal Opioid Claims	As of the Effective Date, all Municipal Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for Municipal Opioid Claims shall be assumed by, the NOAT II. Each Municipal Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the NOAT II Documents and shall receive a recovery, if any, from the State and Municipal Government Opioid Claims Share. The NOAT II shall be funded in accordance with the provisions of the Plan. The sole recourse of any Municipal Opioid Claimant on account of its Municipal Opioid Claim shall be to the NOAT II, and each such Municipal Opioid Claimant shall have no right whatsoever at any time to assert its Municipal Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such Municipal Opioid Claims, and may not proceed in any manner against any Protected Party on account of such Municipal Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the NOAT II in respect of Municipal Opioid Claims shall be used solely for Approved Uses, in accordance with the NOAT II Documents.	N/A

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
8(c)	Tribe Opioid Claims	As of the Effective Date, all Tribe Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for Tribe Opioid Claims shall be assumed by, the TAFT II; provided, however, for the avoidance of doubt, for all purposes of the Plan, all Tribe Opioid Claims shall be channeled only to the Tribe entity constituting a trust under State law (and not to any limited liability companies or other Person included within the definition of TAFT II). Each Tribe Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the TAFT II Documents and shall receive a recovery, if any, from the Tribe Opioid Claims Share. The TAFT II shall be funded in accordance with the provisions of the Plan. The sole recourse of any Tribe Opioid Claimant on account of its Tribe Opioid Claim shall be to the TAFT II, and each such Tribe Opioid Claimant shall have no right whatsoever at any time to assert its Tribe Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such Tribe Opioid Claims, and may not proceed in any manner against any Protected Party on account of such Tribe Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the TAFT II in respect of Tribe Opioid Claims shall be used solely for Approved Uses, in accordance with the TAFT II Documents.	N/A

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
8(d)	U.S. Governmental Opioid Claims	As of the Effective Date, all U.S. Government Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for U.S. Government Opioid Claims shall be assumed by, the Opioid MDT II. Each U.S. Government Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the Opioid MDT II Documents and (a) to the extent the holder of each U.S. Government Opioid Claim agrees to this treatment, each such holder shall receive in full and final satisfaction, a recovery, if any, from the U.S. Government Opioid Claims Share and shall not retain their U.S. Government Payor Statutory Rights and (b) to the extent the holder of each U.S. Government Opioid Claim does not agree to this treatment, then each such holder shall receive the treatment set forth in Class 9(h) and each holder of a U.S. Government Opioid Claim shall retain their U.S. Government Payor Statutory Rights. The Opioid MDT II shall be funded in accordance with the provisions of the Plan. The sole recourse of any U.S. Government Opioid Claimant on account of its U.S. Government Opioid Claim shall be to the Opioid MDT II, and each such U.S. Government Opioid Claimant shall have no right whatsoever at any time to assert its U.S. Government Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such U.S. Government Opioid Claims, and may not proceed in any manner against any Protected Party on account of such U.S. Government Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. ¹⁴	N/A

¹⁴ Treatment provided for herein is contingent upon an agreement on allocation being reached in the opioid mediation. If no such agreement is reached, Class 8(d) Claims will recover a pro rata share of the Other Opioid Claims Share with Class 9(h) Other Opioid Claims.

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
9(a)	Third-Party Payor Opioid Claims	As of the Effective Date, all Third-Party Payor Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for Third-Party Payor Opioid Claims shall be assumed by, the Third-Party Payor Trust. Each Third-Party Payor Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the Third-Party Payor Trust Documents and shall receive a recovery, if any, from the Third-Party Payor Opioid Claims Share, from which shall be deducted any attorneys' fees paid in accordance with Article IV.X.8 of the Plan. The Third-Party Payor Trust shall be funded in accordance with the provisions of the Plan, and distributions to the Third-Party Payor Trust shall be made in three equal payments (<i>provided</i> that if the Prepayment Option is exercised after the first payment, subsequent payments will be adjusted accordingly), the first payment made within 5 business days of the date that is 180 days after the Effective Date, and the second and third payments made on the first and second anniversaries of the first payment. The sole recourse of any Third-Party Payor Opioid Claimant on account of its Third-Party Payor Opioid Claim shall be to the Third-Party Payor Trust, and each such Third-Party Payor Opioid Claimant shall have no right whatsoever at any time to assert its Third-Party Payor Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such Third-Party Payor Opioid Claims, and may not proceed in any manner against any Protected Party on account of such Third-Party Payor Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the Third-Party Payor Trust shall be used solely for Approved Uses, in accordance with the Third-Party Payor Trust Documents, and shall be subject to the Private Opioid Creditor Trust Deductions and Holdbacks.	N/A

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
9(b)	PI Opioid Claims	As of the Effective Date, all PI Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for PI Opioid Claims shall be assumed by, the PI Trust. Each PI Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the PI Trust Documents and shall receive a recovery, if any, from the PI Opioid Claims Share, from which shall be deducted any attorneys' fees paid in accordance with Article IV.X.8 of the Plan. The PI Trust shall be funded in accordance with the provisions of the Plan. The sole recourse of any PI Opioid Claimant on account of its PI Opioid Claim shall be to the PI Trust, and each such PI Opioid Claimant shall have no right whatsoever at any time to assert its PI Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such PI Opioid Claims, and may not proceed in any manner against any Protected Party on account of such PI Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum, and shall be subject to the Private Opioid Creditor Trust Deductions and Holdbacks.	To be determined in accordance with applicable Opioid Creditor Trust Documents
9(c)	NAS PI Opioid Claims	As of the Effective Date, all NAS PI Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for NAS PI Opioid Claims shall be assumed by, the PI Trust. Each NAS PI Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the PI Trust Documents and shall receive a recovery, if any, from the NAS PI Opioid Claims Share, from which shall be deducted any attorneys' fees paid in accordance with Article IV.X.8 of the Plan. The PI Trust shall be funded in accordance with the provisions of the Plan. The sole recourse of any NAS PI Opioid Claimant on account of its NAS PI Opioid Claim shall be to the PI Trust, and each such NAS PI Opioid Claimant shall have no right whatsoever at any time to assert its NAS PI Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such NAS PI Opioid Claims, and may not proceed in any manner against any Protected Party on account of such NAS PI Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum, and shall be subject to the Private Opioid Creditor Trust Deductions and Holdbacks.	To be determined in accordance with applicable Opioid Creditor Trust Documents

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
9(d)	Hospital Opioid Claims	As of the Effective Date, all Hospital Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for Hospital Opioid Claims shall be assumed by, the Hospital Trust. Each Hospital Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the Hospital Trust Documents and shall receive a recovery, if any, from the Hospital Opioid Claims Share, from which shall be deducted any attorneys' fees paid in accordance with Article IV.X.8 of the Plan. The Hospital Trust shall be funded in accordance with the provisions of the Plan. The sole recourse of any Hospital Opioid Claimant on account of its Hospital Opioid Claim shall be to the Hospital Trust, and each such Hospital Opioid Claimant shall have no right whatsoever at any time to assert its Hospital Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such Hospital Opioid Claims, and may not proceed in any manner against any Protected Party on account of such Hospital Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the Hospital Trust shall be used solely for Approved Uses, in accordance with the Hospital Trust Documents, and shall be subject to the Private Opioid Creditor Trust Deductions and Holdbacks.	N/A

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
9(e)	Ratepayer Opioid Claims	As of the Effective Date, all Ratepayer Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for Ratepayer Opioid Claims shall be assumed by, the Ratepayer Account. The Ratepayer Account will receive a distribution of \$3 million in cash from the Opioid MDT II on the Opioid MDT II Initial Distribution Date, which amount shall be gross of applicable Private Opioid Creditor Trust Deductions and Holdbacks, and from which shall be deducted any attorneys' fees paid in accordance with Article IV.X.8 of the Plan. The sole recourse of any Ratepayer Opioid Claimant on account of its Ratepayer Opioid Claim shall be to the Ratepayer Account, and each such Ratepayer Opioid Claimant shall have no right whatsoever at any time to assert its Ratepayer Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such Ratepayer Opioid Claims and may not proceed in any manner against any Protected Party on account of such Ratepayer Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the Ratepayer Account shall be used solely for Approved Uses (which shall include, solely for the Ratepayer Account, contributions to the Truth Initiative Foundation), and shall be subject to the Private Opioid Creditor Trust Deductions and Holdbacks.	N/A

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
9(f)	NAS Monitoring Opioid Claims	As of the Effective Date, all NAS Monitoring Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for NAS Monitoring Opioid Claims shall be assumed by, the NAS Monitoring Trust. Each NAS Monitoring Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the NAS Monitoring Trust Documents. The NAS Monitoring Trust will receive a distribution of \$1.5 million in cash from the Opioid MDT II on the Opioid MDT II Initial Distribution Date, which amount shall be gross of applicable Private Opioid Creditor Trust Deductions and Holdbacks, and from which shall be deducted any attorneys' fees paid in accordance with Article IV.X.8 of the Plan. The sole recourse of any NAS Monitoring Opioid Claimant on account of its NAS Monitoring Opioid Claim shall be to the NAS Monitoring Trust, and each such NAS Monitoring Opioid Claimant shall have no right whatsoever at any time to assert its NAS Monitoring Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such NAS Monitoring Opioid Claims, and may not proceed in any manner against any Protected Party on account of such NAS Monitoring Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the NAS Monitoring Trust shall be used solely for Approved Uses, in accordance with the NAS Monitoring Trust Documents, and shall be subject to the Private Opioid Creditor Trust Deductions and Holdbacks.	N/A

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
9(g)	Emergency Room Physicians Opioid Claims	As of the Effective Date, all Emergency Room Physicians Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for Emergency Room Physicians Opioid Claims shall be assumed by, the Emergency Room Physicians Trust. Each Emergency Room Physicians Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the Emergency Room Physicians Trust Documents. The Emergency Room Physicians Trust will receive a distribution of \$4.5 million in cash from the Opioid MDT II on the Opioid MDT II Initial Distribution Date, which amount shall be gross of applicable Private Opioid Creditor Trust Deductions and Holdbacks, and from which shall be deducted any attorneys' fees paid in accordance with Article IV.X.8 of the Plan. The sole recourse of any Emergency Room Physicians Opioid Claimant on account of its Emergency Room Physicians Opioid Claim shall be to the Emergency Room Physicians Trust, and each such Emergency Room Physicians Opioid Claimant shall have no right whatsoever at any time to assert its Emergency Room Physicians Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such Emergency Room Physicians Opioid Claims, and may not proceed in any manner against any Protected Party on account of such Emergency Room Physicians Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum. Distributions made by the Emergency Room Physicians Trust shall be used solely for Approved Uses, in accordance with the Emergency Room Physicians Trust Documents, and shall be subject to the Private Opioid Creditor Trust Deductions and Holdbacks.	N/A

SUMMARY OF EXPECTED RECOVERIES³

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
9(h)	Other Opioid Claims	As of the Effective Date, all Other Opioid Claims shall automatically, and without further act, deed, or court order, be channeled exclusively to, and all of Mallinckrodt's liability for Other Opioid Claims shall be assumed by, the Opioid MDT II and satisfied solely from the Other Opioid Claims Reserve. Each Other Opioid Claim shall be resolved solely in accordance with the terms, provisions, and procedures of the Opioid MDT II Documents and shall receive its Pro Rata Share of the Other Opioid Claims Share up to [●]% of the Allowed Amount of such Claim. The Opioid MDT II and the Other Opioid Claims Reserve shall be funded in accordance with the provisions of the Plan. The sole recourse of any Other Opioid Claimant on account of its Other Opioid Claim shall be to the Other Opioid Claims Reserve, and each such Other Opioid Claimant shall have no right whatsoever at any time to assert its Other Opioid Claim against any Protected Party, shall be enjoined from filing against any Protected Party any future litigation, Claims or Causes of Action arising out of or related to such Other Opioid Claims, and may not proceed in any manner against any Protected Party on account of such Other Opioid Claims in any forum whatsoever, including any state, federal, or non-U.S. court or administrative or arbitral forum.	TBD
9(i)	No Recovery Opioid Claims	No Recovery Opioid Claims shall be discharged, cancelled, and extinguished on the Effective Date. Each Holder of No Recovery Opioid Claims shall receive no recovery or distribution on account of such No Recovery Opioid Claims. Notwithstanding the foregoing, if a No Recovery Opioid Claim becomes Allowed after the Effective Date under section 502(j) of the Bankruptcy Code, it shall be treated as an Other Opioid Claim.	0%
10	Settled Federal/State Acthar Claims Expected Amount: Approximately \$650 million	Except to the extent that a Holder of an Allowed Settled Federal/State Acthar Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Settled Federal/State Acthar Claim, each Holder of an Allowed Settled Federal/State Acthar Claim shall be resolved in accordance with the terms, provisions, and procedures of the Federal/State Acthar Settlement Agreements.	28.4% ¹⁵

¹⁵ The recovery rate of 28.4% for Settled Federal/State Acthar Claims in Class 10 is based on the fair value of the \$260 million Acthar Settlement amount. The Acthar Settlement, in sum and substance, provides that the Debtors will make cash payments in eight installments, beginning on the Plan's Effective Date and on each of the first seven anniversaries thereof, totaling \$260 million, to the DOJ and various states; provided that the Federal/State Acthar Deferred Cash Payments shall bear interest at a variable rate equal to the nominal interest rate on special issues of government securities to the Social Security trust funds, measured as of each payment date and accruing from September 21, 2020. As set forth in the Financial Projections, the fair value reflects the post-emergence Federal/State Acthar Deferred Cash Payments of \$170 million



Town of Leicester, Massachusetts

Special Town Meeting Warrant

Fall Town Meeting – October 26, 2021 – 7:00PM

“In the Hands of the Voters”

Meeting location:
To be determined
Leicester, MA 01524

Published --/--/--- - Version 1

SPECIAL MESSAGE FROM THE MODERATOR COVID-19 PRECAUTIONS

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

1. Per Leicester Town By-Laws, Town Meeting is open only to registered voters. No one who is not a registered voter in the Town of Leicester will be admitted to the meeting. The exceptions are non-resident department heads, the press, and those employed as legal representatives of persons with business on the warrant.
2. Pursuant to the Governor's COVID Order No. 31 and Department of Public Health Guidance all persons attending Town Meeting are strongly advised to cover their noses and mouths with a mask or cloth face covering unless exempted by Department of Public Health Guidance.
3. There will be an ample supply of hand sanitizer available at the meeting. Please use as needed.
4. Please arrive early. Check in will be slowed by the requirements of social distancing and to allow checkers working under challenging circumstances to process voters as efficiently as possible.

Town Rules & Procedures Review

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

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

Town Meetings in Leicester are open only to registered voters.

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

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

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

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

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

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

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

Respectfully,

Donald A. Cherry, Jr. – Town Moderator

Table of Contents

On the Division of Local Services certified the Town of Leicester's FY 2021 Free Cash in the amount of \$_____ for the General Fund, and \$_____ in Retained Earnings for the LCAC Cable PEG Access enterprise fund. If the articles in this warrant are voted as written, the remaining balance in FY 2021 Free Cash will be \$_____ at the conclusion of this meeting.

WORCESTER, SS.

To a Constable in the Town of Leicester,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Leicester qualified to vote in Town Elections and Town Affairs to meet at the High School Gymnasium, 174 Paxton Street, Leicester, MA on Tuesday, the twenty-sixth day of October 2021 at 7:00 PM, then and there to act on the following articles, namely:

ARTICLE 1 PRIOR YEAR BILLS

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

PROPOSED MOTION

I move the Town vote to transfer \$_____ from Free Cash to pay the prior year bills as listed in the Fall 2021 Town Meeting warrant.

Department	Vendor	Amount
Total		

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article is required for the payment of bills prior to July 1, 2020 that were not submitted by the close of the fiscal year.

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

ARTICLE 2 ADJUSTMENT OF THE SALARY OF THE TOWN CLERK

To adjust the FY 2022 salary of the Town Clerk retroactive to July 1, 2020 or take any action thereon.

PROPOSED MOTION

I move the Town vote to set the rate of compensation to the Town Clerk to the equivalent of the midpoint between Step 4 and Step 5 of Level 5 of the Town's FY 2022 Classification and Compensation plan for Fiscal Year 2022, or \$79,477.11, retroactive to July 1, 2021.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Passage of this article, requested by the Town Clerk, would increase her annual salary from the \$68,134 voted at the Spring Annual Town Meeting to \$79,477.11, retroactive to July 1. This adjustments butts her salary range at the midpoint of Step 4 and 5 of the Town's Classification and Compensation plan, which is appropriate given her years in the position.

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

ARTICLE 3 ADJUST FY 2022 OPERATING BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2021, as voted at the May 11, 2021 Annual Town Meeting Warrant or take any action thereon.

PROPOSED MOTION

I move that the Town raise and appropriate \$_____ to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2021, as listed in the May 11, 2021 Annual Town Meeting Warrant and as amended below:

Sources	Reason	Amount
Raise and Appropriate	Increased overall receipts	
Total		

Department	Reason	Amount
Total		

DESCRIPTION

See descriptions in the above table for individual line-item explanations. This article adjusts the FY21 budget after the projection of all final revenues. The revenues which make up the annual budget come from five categories: new growth, state aid, local receipts, free cash, and other available funds. These revenues are not finalized until July or August of each year. However, the budget is assembled in February using conservative forecasted revenue assumptions. When final revenue numbers come in, funds are either apportioned to or removed from departments at the following town meeting, which typically occurs in the Fall.

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

Revenue	ATM Projected	STM Final	Change in Revenue
New Growth (Taxation)			
State Aid			
Local Receipts			
Free Cash			
Other Available Funds			
Total			
State Assessments/Offsets			
Net Budget Difference			

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

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

ARTICLE 4 POLICE CRUISER

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to purchase and equip one (1) police vehicle or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$_____ from Free Cash to purchase and equip one (1) police vehicle.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Police Department utilizes a fleet of ten (10) vehicles to meet the law enforcement needs of the residents of Leicester. This fleet of vehicles includes five (5) frontline marked police cruisers that are used daily. Funding is being requested to replace the oldest marked frontline cruiser which will have over 100,000 miles when replaced. The Town has been following a fleet replacement schedule that includes the replacement of one to two cruisers annually to ensure the full use and reliability of the fleet. This is an early replacement, which will allow the vehicle that is being replaced to be moved over as a Fire/EMS general service vehicle.

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

ARTICLE 5 POLICE TRAINING FUNDING

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money for the costs associated with training three new police officers.

PROPOSED MOTION

I move the Town vote to transfer \$18,150.00 from Free Cash to pay for one-time costs associated with hiring new three new police officers.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Police Department anticipates hiring three new police officers in FY 2022, and needs funding for one-time training costs, as listed below:

FY22 COSTS ASSOCIATED WITH (3) NEW HIRE POLICE OFFICERS	
(3) new hires for the (2) open and (1) anticipated open based on retirement notice for FY22:	
FY22 budget currently has funding for salaries for (2) open patrolman positions and this should cover (3) open patrolman positions while in academy since they will not be a full FY hire.	
Salaries:	\$ -
Academy tuition x 3	\$ 9,000.00
Academy supplies (required supplies & equipment, academy uniforms, training ammunition, etc.) x 3	\$ 7,500.00
Physical Abilities Test (\$150 x 3)	\$ 450.00
Psychological Test (\$400. x 3)	\$ 1,200.00
	\$ 18,150.00

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Police Department utilizes a fleet of ten (10) vehicles to meet the law enforcement needs of the residents of Leicester. This fleet of vehicles includes five (5) frontline marked police cruisers that are used daily. Funding is being requested to replace the oldest marked frontline cruiser which will have over 100,000 miles when replaced. The Town has been following a fleet replacement schedule that includes the replacement of one to two cruisers annually to ensure the full use and reliability of the fleet.

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

ARTICLE 6 HIGHWAY REPAIRS AND REIMBURSEMENTS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money for replacement and repairs of Highway Department equipment.

PROPOSED MOTION

I move the Town vote to transfer \$_____from Free Cash for repairs and reimbursements for Highway Department expenses.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Highway Department is seeking funding to rebuild the engine and front end of Truck #4, an International six-wheel dump body that is a front-line vehicle for winter maintenance and summer operations. There was also expenses associated with the repurposing of the former police detective car into an inspection vehicle,

and the installation of a new fire hydrant on the Town Common. Individual costs for these projects are listed below:

Rebuilding engine and front end of Truck #4	\$ 25,000	-
Reimbursement of Inspection car expenses	\$ 2,750	
Reimbursement of new fire hydrant on the Town Common	\$ 9,595	
	\$ 37,345	

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

ARTICLE 7 FUNDING IMPROVEMENTS AT TOWN PARKS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund improvements at town parks or take any action thereon.

PROPOSED MOTION

I move the Town transfer \$35,388 from Free Cash to fund improvements at Towtaid Park, the application of said funding to be prioritized by the Leicester Highway Department.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The Town secured a Shared Winter Streets grant for accessibility and curb improvements at Towtaid Park, in the amount of \$134,601. However, the bid came in at \$169,989. The Town needs an additional \$35,388 in order to fund the project.

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

ARTICLE 8 INSTALLATION OF SECURITY CAMERAS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to purchase and install security cameras at various town locations

PROPOSED MOTION

I move the Town vote to transfer \$____ from Free Cash to purchase and install security cameras at Town parks, the Highway Department, and the former Memorial School.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Town is seeking to purchase and install cameras at Town parks and other locations in an effort to safeguard those properties and identify individuals who vandalize these assets.

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

ARTICLE 9 FY 2022 CAPITAL IMPROVEMENT PLAN

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the Capital Improvement Plan budget beginning July 1, 2021 or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$_____ from Free Cash to fund the Fiscal Year 2022 Capital Improvement Plan budget.

DEPARTMENT	ITEM	AMOUNT
	Total FY 2022 Capital Purchases/Lease Payments	

ADVISORY COMMITTEE RECOMMENDATION

CAPITAL IMPROVEMENT COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article seeks funding from Free Cash to fund capital purchases

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

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

ARTICLE 10 CREATE A RECREATIONAL MARIJUANA HOST COMMUNITY AGREEMENT STABILIZATION FUND AND APPROPRIATE FUNDING TO SAID FUND

To see if the Town will vote to create a Recreational Marijuana Host Community Agreement Stabilization Fund, pursuant to G.L. c. 40, §5B, said fund to receive receipts collected via recreational marijuana host community agreement fees; and further, to raise and appropriate or transfer from available funds a sum of money to the said Host Community Stabilization fund, or take any action thereon.

PROPOSED MOTION

I move that the article be accepted as written.

FINANCE ADVISORY COMMITTEE RECOMMENDATION Unfavorable Action (6:0:0)

SELECT BOARD RECOMMENDATION Unfavorable Action (5:0:0)

DESCRIPTION

According to guidance issued by the Cannabis Control Commission (CCC), Host Community Agreements for recreational marijuana are to be used to offset costs associated with local impacts resulting from recreational marijuana businesses within the Town. There continue to be discussions at the state level as to whether that requirement is just or enforceable. Creating a stabilization fund for these receipts until their lawful use can be determined would ensure the Town does not have to raise funds at a future Town Meeting should these funds be used and end up having to be returned.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote pursuant to G.L. c. 40, §5B.

ARTICLE 11 FUNDING THE CABLE PEG ACCESS BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the cable access budget under the direction of the Leicester Cable Access Corporation (LCAC) or take any action thereon.

PROPOSED MOTION

I move that the Town vote to appropriate from cable access retained earnings the sum of \$_____ to fund the FY 2022 Cable Access budget, under the direction of the Leicester Cable Access Corporation (LCAC).

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Town serves as a pass-through for franchise fees collected from cable subscribers which support our local cable PEG access service (LCAC). This amount represents the amount of retained earnings in the Cable PEG access account that was certified as excess by the Department of Revenue at the close of Fiscal Year 2021.

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

ARTICLE 12 AMEND THE REVOLVING FUND BYLAW

To see if the Town will vote to amend the revolving fund bylaw, as listed in the Town Meeting warrant, or take any action thereon.

Proposed Motion: I move the Town vote to amend the Town's revolving fund bylaw, as follows:

- 1.) To amend the language of the Town Hall revolving fund as listed in the grid in below to allow for the collection of receipts and payment of expenses associated with the Town Bandstand

A Revolving Fund	B Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable from Fund	E Restrictions or Conditions on Expenses Payable from Fund	F Other Requirements/ Reports	G Fiscal Years
Town Hall/Bandstand	Town Administrator	Fees charged and received by the Town for renting out the Town Hall and the Bandstand	Expenses associated with maintenance costs at the Town Hall/Bandstand	None	None	Fiscal Year 2018 and subsequent years

- 2.) To create a Former Becker Property Revolving Fund, with the annual fund retention limit set at \$500,000:

A Revolving Fund	B Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable from Fund	E Restrictions or Conditions on Expenses Payable from Fund	F Other Requirements/ Reports	G Fiscal Years
Former Becker Property Use	Select Board/Town Administrator	All fees collected for the use of the former Becker property; including lease and rental payments, donations, and any other funds collected for use of the property.	All costs associated with the operation of the former Becker property, including utilities, maintenance, repairs, groundskeeping, and any and all other associated costs	None	None	Fiscal Year 2022 and subsequent years

- 3.) To create a EV Charging Station Fund, with the annual fund retention limit set at \$10,000:

A Revolving Fund	B Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable from Fund	E Restrictions or Conditions on Expenses Payable from Fund	F Other Requirements/ Reports	G Fiscal Years
EV Charging Fund	Town Administrator	All fees collected by Electric Vehicle charging stations, as well as any associated fees, local aid distributions, charges or rebates.	Maintenance, warranty, and electricity expenses associated with the charging stations.	None	None	Fiscal Year 2022 and subsequent years

Or take any action relative thereto.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article requests amendments to the revolving fund bylaw for the following purposes:

- 1.) To allow the fees received from rental of the Bandstand to go into the Town Hall revolving account and allow repairs and maintenance to the Bandstand to be paid from that account.

- 2.) To establish a Former Beck Property Use fund to allow all fees collected from all uses and events at the former Becker campus to be placed in a new revolving fund. These funds will be used exclusively for maintenance of that property.
- 3.) To establish an EV Charging revolving fund that will allow fees taken in by EV charging stations that are being planned for installation in the near future to be used to maintain the stations and paying for the electricity that they use.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 13 PLACEHOLDER – WARREN AVE EASEMENT

Awaiting legal description

PROPOSED MOTION

I move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

There are three easements required to provide a path for stormwater runoff from the Fire Station property at 3 Paxton Street. Passage of these articles will allow this project to move forward.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds majority

ARTICLE 14 PLACEHOLDER – GLEASON WAY EASEMENT

Awaiting legal description

PROPOSED MOTION

I move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

There are three easements required to provide a path for stormwater runoff from the Fire Station property at 3 Paxton Street. Passage of these articles will allow this project to move forward.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds majority

ARTICLE 15 PLACEHOLDER – HARBORTON DRIVE EASEMENT

Awaiting legal description

PROPOSED MOTION

I move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

There are three easements required to provide a path for stormwater runoff from the Fire Station property at 3 Paxton Street. Passage of these articles will allow this project to move forward.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rd's majority

ARTICLE 16 AMEND THE ZONING BYLAWS

To see if the Town will vote to amend Section 1.3 (Definitions) and Section 3.2.03 of the Zoning Bylaws, as listed in the Town Meeting warrant,

**Zoning Bylaw Amendments:
Marijuana Establishments
7/29/2021**

A. Amend Section 1.3 (Definitions), by inserting new definitions and amending existing definitions, as follows:

MARIJUANA COURIER: an entity licensed to deliver Finished Marijuana Products, Marijuana Accessories and Branded Goods directly to Consumers from a Marijuana Retailer, or directly to Registered Qualifying Patients or Caregivers from a Medical Marijuana Treatment Center, but is not authorized to sell Marijuana or Marijuana Products directly to Consumers, Registered Qualifying Patients or Caregivers and is not authorized to Wholesale, Warehouse, Process, Repackage, or White Label. A Marijuana Courier is an additional license type under G.L. c. 94G, § 4(b)(1) that allows for limited delivery of marijuana or marijuana products to consumers; and shall not be considered to be a Marijuana Retailer under 935 CMR 500.002: *Definitions* or 935 CMR 500.050: Marijuana Establishments and shall be subject to 935 CMR 500.050(1)(b): *Control Limitations*.

MARIJUANA DELIVERY LICENSEE: an entity that is authorized to deliver marijuana and marijuana products directly to consumers and as permitted, Marijuana Couriers to patients and caregivers

MARIJUANA DELIVERY OPERATOR: an entity licensed to purchase at Wholesale and Warehouse Finished Marijuana Products acquired from a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative, and White Label, sell and deliver Finished Marijuana Products, Marijuana Accessories and Marijuana Branded Goods directly to Consumers, but is not authorized to Repackage Marijuana or Marijuana Products or operate a storefront under this license. A Delivery Operator is an additional license type under G.L. c. 94G, § 4(b)(1) that allows for limited delivery of Marijuana or Marijuana Products to Consumers; and shall not be considered to be a Marijuana Retailer under 935 CMR 500.002: *Definitions* or 935 CMR 500.050: Marijuana Establishments and shall be subject to 935 CMR 500.050(1)(b): *Control Limitations*.

MARIJUANA ESTABLISHMENT: a licensed Marijuana Cultivator, Marijuana Testing Facility, Marijuana Product Manufacturer, Marijuana Retailer, Marijuana Delivery Operator or any other type of licensed marijuana-related business or businesses at a single location except a medical marijuana treatment center.

MARIJUANA ESTABLISHMENT, NON-RETAIL: a marijuana establishment that does not involve on-site retail sales to consumers, including Marijuana Cultivators, Marijuana Product Manufacturers that only sell to Marijuana Establishments but not consumers, Marijuana Testing Facilities, and Marijuana Transportation or Distribution Facilities. Not to include Marijuana Outdoor Cultivator or Marijuana Delivery Operator. **[amended ATM 6/2/2020]**

MARIJUANA RETAILER, CONSUMER SALES ONLY: a marijuana establishment that involves on-site retail sales to consumers and may also involve delivery to consumers by Marijuana Courier, excluding Marijuana Social Consumption Operators.

B. Amend Section 3.2.03, by inserting new use #23 (and renumbering later uses), as follows:

3.2.03 BUSINESS		SA	R1	R2	B	CB	I	BI-A	HB-1 & HB-2
23.	Marijuana Delivery Operator	N	N	N	Y	SP	SP	SP	Y

Or take any action relative thereto

ADVISORY COMMITTEE RECOMMENDATION

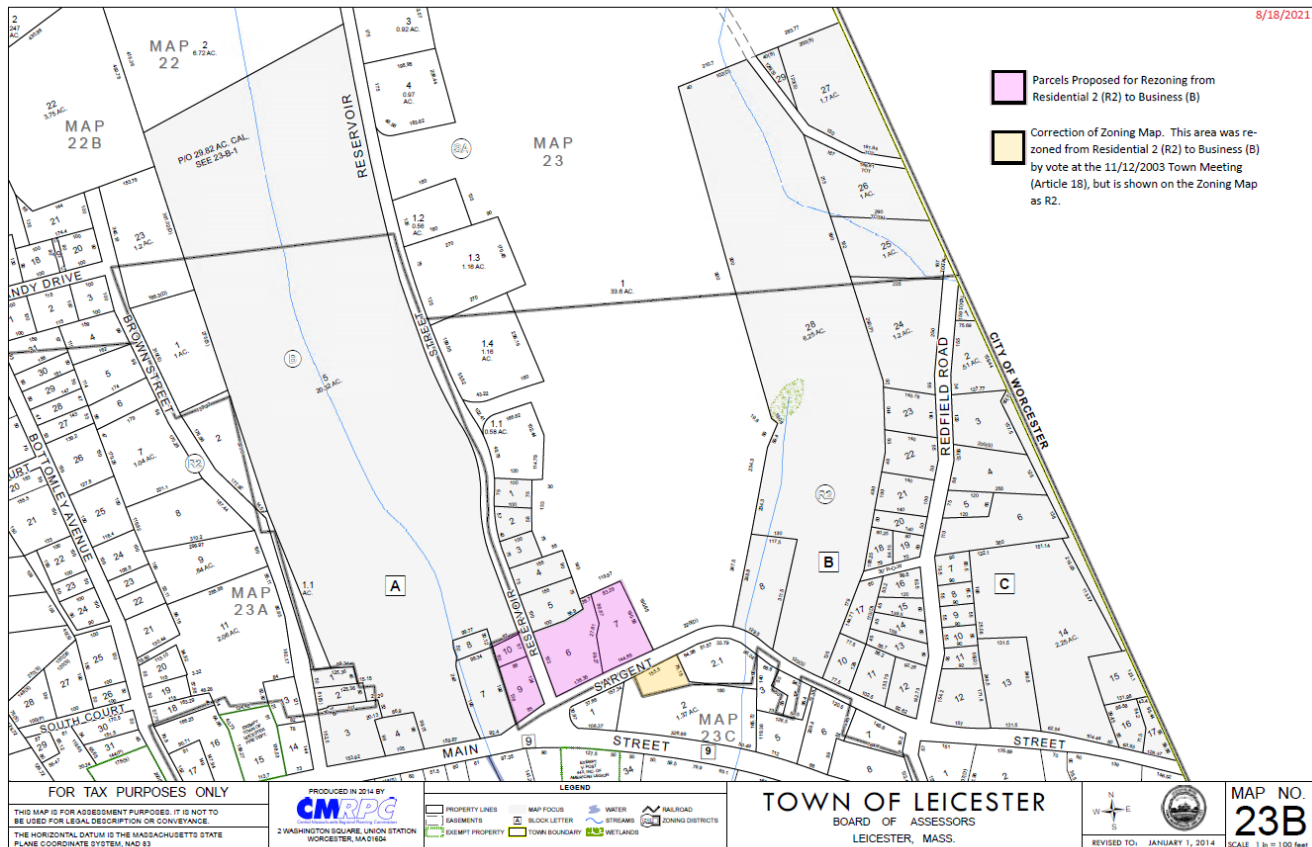
SELECT BOARD RECOMMENDATION

DESCRIPTION

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

ARTICLE 17: AMENDMENT TO THE ZONING MAP

To see if the Town will vote to amend the Zoning Map to rezone the following parcels from Residential 2 (R2) to Business (B): 4, 18 & 18A Sargent Street, and 1 Reservoir Street (Assessors Map 23B, Parcels A9, A10, B6, & B7); and to correct an error on the Zoning Map to reflect a change from R2 to B approved 11/12/2003, Article 18 (affecting 146 Main Street/Map 23B, Parcel J2) so that the entire parcel is in the B district as intended or take any action relative thereto.



ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

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

***TOWN OF LEICESTER
FALL TOWN MEETING
October 26, 2021***

And you are hereby directed to serve this Annual Town Meeting Warrant by posting an attested copy in at least one public place in each precinct of the Town, on the Town Clerk's bulletin board, and on the bulletin board in the front entry of the Town Hall, and also by serving a copy of said Warrant to the Moderator and the Town Clerk, not less than fourteen (14) days before the 26th day of October 2021.

Given under our hand and seal of the Town on this _____ day of _____ 2021

Respectfully submitted, Leicester Select Board

Chair

Date: _____

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

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

and on the Town Clerk's bulletin board, in the front entry of the Town Hall, with the Moderator, and with the Town Clerk, not less than fourteen (14) days before the 26th day of November, 2021

Printed Name of Constable

Signature of Constable

**SELECT BOARD MEETING MINUTES
AUGUST 23, 2021 at 6:00 PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

CALL TO ORDER/OPENING

Chair Antanavica called the meeting to order at 6:01pm. Chair Rick Antanavica, Vice-Chair John Shocik, Second Vice-Chair Herb Duggan Jr., Selectman Dianna Provencher, Selectman Allen Phillips, Town Administrator David Genereux and Assistant Town Administrator Kristen Forsberg were in attendance.

1. SCHEDULED ITEMS

- a. **6:00pm – FY21 Leicester & Barre Regional Community Development Block Grant Application Public Hearing. Application to the MA Dept. of Housing and Community Development Block Grant Program due 9/10/2021**

Mr. Antanavica read the agenda item and Ms. Forsberg read the public hearing notice aloud.

Motion 082321-1a-OPH: A motion was made by Mr. Phillips and seconded by Ms. Provencher to open the public hearing for the FY21 Leicester & Barre Regional Community Development Block Grant Application at 6:05pm. **Motion carries: 5:0:0**

Chris Dunphy from the Central Mass Regional Planning Commission (CMRPC) presented a proposed grant application in the estimated amount of \$881,971 for the following 4 projects: Housing Rehabilitation (12 units), Leicester Housing Authority road, sidewalk, drainage, fence and wall improvements, South Barre infrastructure planning and a developing an ADA Transition Plan for Barre. Leicester would be the lead agency for this joint grant. CMRPC would administer the grant in conjunction with Pioneer Valley Planning Commission who would oversee the housing rehabilitation projects. One member of the public requested that \$10,000 in funding be allocated to a grant writer whose purpose would be to obtain funding for services for the disability community such as meal co-ops for those with dietary restrictions, structured support for daily activities and to hire a doctor or physical therapist to develop a concierge clinic model.

Motion 082321-1a-CPH: A motion was made by Mr. Phillips and seconded by Ms. Provencher to close the public hearing for the FY21 Leicester & Barre Regional Community Development Block Grant Application at 6:27pm. **Motion carries: 5:0:0**

Motion 032321-1a-APP: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the submission of the proposed FY21 grant application and their respective activities to the DHCD, authorize the Select Board Chair to sign required forms when prepared, and acknowledge CMRPC as the grant management entity. **Motion carries: 5:0:0.**

- b. **6:15pm - Charter Cable License Renewal Discussion**

The Board discussed complaints received and overall issues with Charter in Town.

2. PUBLIC COMMENT PERIOD

No members of the public provided comment.

3. REPORTS & ANNOUNCEMENTS

- a. **Student Liaison Reports**

The Student Liaisons provided updates from the Leicester Public Schools.

b. Town Administrator Report

The Town Administrator discussed highlights from his written report.

c. Select Board Reports

The Select Board discussed various topics including Hurricane Henri, the upcoming Becker Open House, sending out a list of Town grants received with their current statuses, obtaining the status of the parks camera study, developing a local EOC, events at the Senior Center, draft Town Administrator goals, the Firefighters Association reflective house number fundraiser, recent robberies in town, removing standing water for mosquito control, kudos to the police department for helping residents at the concert on the common and doing an excellent job with community service, and structural & environmental issues with the Town schools.

4. RESIGNATIONS & APPOINTMENTS

a. Resignation – Ferol Smith – Commission on Disabilities

Motion 082321-4a: A motion was made by Mr. Shocik and seconded by Ms. Provencher to accept the resignation of Ferol Smith from the Commission on Disabilities. **Motion carries: 5:0:0.**

b. Resignation – Brian Knott – Health Insurance Advisory Committee (Highway Union Rep)

Motion 082321-4b: A motion was made by Mr. Shocik and seconded by Ms. Provencher to accept the resignation of Brian Knott from the Health Insurance Advisory Committee (Highway Union Rep). **Motion carries: 5:0:0.**

c. Appointment – Billy Burt – Health Insurance Advisory Committee (Highway Union Rep)

Motion 082321-4c: A motion was made by Mr. Shocik and seconded by Ms. Provencher to appoint Billy Burt to the Health Insurance Advisory Committee as the Highway Union Rep. **Motion carries: 5:0:0.**

d. Appointment – Michael Silva – ADA Coordinator

Motion 082321-4d: A motion was made by Ms. Provencher and seconded by Mr. Phillips to appoint Michael Silva as the ADA Coordinator for the Town of Leicester. **Motion carries: 5:0:0.**

e. Appointments – On Call Firefighter Recruits

i. Michael Griffiths, Kyle Hesselton, Jack Larson, Michael Albro, Jr., Shawn Honcharik, Riley Whalen

Recruits Michael Albro Jr. and Riley Whalen were not in attendance. They were therefore not appointed and were asked to attend a future meeting if still interested in being appointed.

Motion 082321-4e: A motion was made by Ms. Provencher and seconded by Mr. Phillips to appoint Michael Griffiths, Kyle Hesselton, Jack Larson and Shawn Honcharik. **Motion carries: 5:0:0.**

f. Appointment – Doug Belanger – Cable Advisory Committee

This item was passed over.

5. OTHER BUSINESS

a. Discuss Funding for EMS Hiring and Training

Interim EMS Director Brian Kelley discussed outstanding ambulance collections since 2017. There are 513 outstanding accounts totaling \$504,188.18 that have not been sent to ComStar to be collected. Mr. Kelley recommended writing off 75 accounts totaling \$87,584.55 because facility did not pay, bad address, report submitted too late, hardship request, deceased/no estate, or bankruptcy. Mr. Kelley recommended pursuing collections on the balance of the 438 accounts totaling \$416,603.63. Additionally, last year, 79 transports were never billed because reports were not completed in time. This represents approximately \$28,000 in lost

revenue. Mr. Kelley also noted that over a 4-year average, only 45% of transports were ALS (paramedics). If the Town hires more paramedics and sends them out on more calls, there will not only be a higher level of care but the revenue will be higher as the payout for paramedic services is higher than that for EMT basics. Mr. Kelley noted the ambulance billing rates set in 2018 by the Select Board are close to where they should be. He will return with recommendations on rates at a future meeting.

Motion 082321-5a-WO: A motion was made by Mr. Phillips and seconded by Ms. Provencher to write off \$87,584.55 in uncollectable ambulance receipts and to move forward with collections on the remaining \$416,603.63 in outstanding receipts. **Motion carries: 5:0:0.**

Mr. Kelley discussed the lack of training pay for new EMS recruits. He recommended implementing a reduced rate this year and increasing it to a full rate next year. He requested \$12,840 for training.

Motion 032321-5a-PS: A motion was made by Mr. Phillips and seconded by Mr. Shocik to approve the proposed FY22 candidate pay scale at \$13.50 for EMT candidates, \$14.50 for AEMT candidates and \$15.50 for Paramedic candidates for a total cost not to exceed \$12,840 to be paid from the EMS operating budget. **Motion carries: 5:0:0.**

b. Accept Senior Center Donation

Motion 082321-5b: A motion was made Mr. Shocik and seconded by Ms. Provencher to accept a \$1500 donation to the Senior Center from the Camosse Family Foundation. **Motion carries: 5:0:0.**

c. Award Bituminous and Cold Planing Bids and Execute Contracts - PJ Albert

Motion 082321-5c: A motion was made by Mr. Phillips and seconded by Ms. Provencher to approve the bituminous concrete and cold planning contracts with PJ Albert. **Motion carries: 5:0:0.**

d. Sign Becker Special Town Election Warrant – September 21, 2021 from 12pm-8pm, Town Hall Gym

Motion 082321-5d: A motion was made by Mr. Phillips and seconded by Ms. Provencher to sign the Becker Special Town Election Warrant. **Motion carries: 5:0:0.**

e. Vote Recommendations & Sign Becker Special Town Meeting Warrant

Motion 082321-5e-BG: A motion was made by Mr. Phillips and seconded by Ms. Provencher to hold the Becker Special Town Meeting at the Becker Gym, 963 Main Street in Leicester. **Motion carries: 5:0:0.**

Motion 082321-5e-A1: A motion was made by Ms. Provencher and seconded by Mr. Shocik not to recommend Article 1: **Motion carries: 5:0:0.**

Motion 082321-5e-A2: A motion was made by Ms. Provencher and seconded by Mr. Shocik to recommend approval of Article 2. **Motion carries: 5:0:0.**

Motion 082321-5e-A3: A motion was made by Mr. Phillips and seconded by Ms. Provencher to recommend approval of Article 3. **Motion carries 5:0:0.**

Motion 082321-5e-A4: A motion was made by Mr. Shocik and seconded by Mr. Phillips to recommend approval of Article 4. **Motion carries: 5:0:0.**

Motion 082321-53-SW: A motion was made by Ms. Provencher and seconded by Mr. Phillips to sign the Special Town Meeting warrant. **Motion carries: 5:0:0.**

f. **Discuss/Vote on FY22 Town Administrator Goals**

This item was passed over.

6. MINUTES

a. **August 2, 2021**

b. **August 9, 2021**

Motion 082321-6: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the minutes of August 2, 2021 and August 9, 2021. **Motion carries: 5:0:0.**

Motion 0823-21-7: A motion to adjourn was made by Mr. Shocik and seconded by Ms. Provencher at 9:52pm. **Motion carries: 5:0:0.**