



PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: November 15, 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***

<https://global.gotomeeting.com/join/554649157>

-OR-

(312) 757-3121; Access Code: 554-649-157

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 6:00pm – Castle Cantina Tapas Bar and Restaurant
- b. 6:00pm – Prestige Auto Vehicle License Violation Hearing (continued from 11/1/21)

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Report of the Town Administrator's Office
- c. Select Board Reports
- d. Shop Leicester First Proclamation

4. RESIGNATIONS & APPOINTMENTS

- a. Appointment – Gas Inspector – Matthew Poce
- b. Appointment – Colleen Plante – Part-Time Benefitted Paramedic
- c. Appointment – John Eldridge – Cable Advisory Committee
- d. Local Emergency Planning Committee Reorganization and Appointments
- e. Select Board Appointments to Becker Reuse Working Groups

5. OTHER BUSINESS

- a. Discuss/Vote on Right of First Refusal (MGL Chapter 61, Section 8) – Huntoon Memorial Highway Land
- b. Discuss/Vote on FY22 Public Safety Earmark Contract
- c. Discuss/Vote on Sale of Memorial School
- d. Discuss/Vote on 2022 License Renewals
 - 1. Hot Dog Annie's 244 Paxton Street: Common Victualler (CV) & Bring Your Own Booze (BYOB)
 - 2. Raul's Automotive 81 South Main Street: Motor Vehicle Repair (MVR)
 - 3. Farmhouse Diner 15 South Main Street: CV & BYOB
 - 4. Blue Collar Vintage Salvage 468 Auburn Street: General Entertainment (Gen. Ent.) & Junk Dealer
 - 5. Deer Pond Auto Repair 14 Huntoon Mem. Hwy: Auto Body Repair & Class II
 - 6. Good Guys Pizza 865 Main Street: BYOB

7. C. Siwek Auto 350 Marshall Street: Class II
8. G&L Auto Sales 449 Main Street: Outdoor Bus.
9. Cheoy Lee's 1205 Main Street: CV
10. Uncle Jay's Twisted Fork 509 Stafford Street, Cherry Valley: CV & BYOB
11. Walmart 20 Soojian Drive: MVR
12. Blue Collar Vintage Salvage 468 Auburn Street: Class II & Class III
13. Davis Auto Repair 1655 Main Street: MVR
14. Desmarais Auto Repair 1067 Stafford Street: MVR
15. Worcester County Welding, Corp. 101 Huntoon Mem Hwy: MVR
16. Subway of Leicester 1199 Main Street: CV
17. Subway of Walmart 20 Soojian Drive: CV

6. MINUTES

- a. October 14, 2021
- b. November 1, 2021
- c. November 8, 2021

7. EXECUTIVE SESSION

ADJOURN

From: [Forsberg, Kristen](#)
To: ["prestige200auto@gmail.com"](#)
Cc: [Mike Dupuis \(mdupuis@leicesterfireems.org\)](#); [mwilson@leicesterfireems.org](#)
Subject: Prestige Auto Continued Hearing
Date: Monday, October 18, 2021 8:59:00 AM
Importance: High

Good morning Mr. Bahnan,

The Prestige Auto hearing has been continued to November 1st as the agenda is very busy this evening. The Fire Department has been notified. They will be reaching out to you to come out on site. Please note that the Board would like to see some movement on the site by Nov 1. Thanks,

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



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

SENT VIA EMAIL

September 29, 2021

Jack Bahnan
Prestige Auto
prestige200auto@gmail.com

Dear Mr. Bahnan:

This purpose of this letter is to notify you that a **public hearing to consider whether to suspend, revoke or take other action** relative to the Class II dealer license and motor vehicle repair license for Prestige Auto (**Exhibit A**) will be held on **Monday, October 4, 2021 at 6:30pm** at the Leicester Town Hall, Select Board Conference Room, Lower Level, 3 Washburn Square.

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

On February 1, 2021, you were sent the enclosed letter (**Exhibit C**) outlining issues that violate the Town's Class II License policy and asking you to begin addressing these issues. On June 1, 2021, you were sent a follow-up letter (**Exhibit D**) from the Fire Inspector. On June 21, 2021 a license violation hearing was held before the Select Board and was continued to allow time to submit plans to the Fire inspector and rectify outstanding issues. To date, these issues have not been rectified and plans have not been submitted to the Fire Inspector despite multiple requests.

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

Sincerely,

Kristen L. Forsberg

Kristen L. Forsberg
Assistant Town Administrator

Cc: Select Board
Fire Inspector
Building Inspector

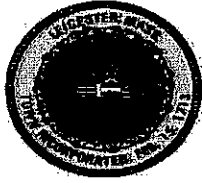
Exhibit A

NUMBER
CL217-21

THE COMMONWEALTH OF MASSACHUSETTS

FEE
\$100.00

TOWN OF LEICESTER



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

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

RESTRICTIONS:

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

ISSUED: 2/10/21

A handwritten signature in black ink, appearing to read "Kristen Forsberg".

Kristen Forsberg, Assistant Town Administrator
Select Board

THIS LICENSE EXPIRES DECEMBER 31, 2021

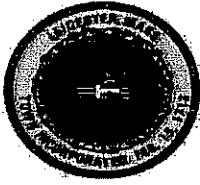
THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES

NUMBER
MV12-21

THE COMMONWEALTH OF MASSACHUSETTS

FEE
\$50.00

TOWN OF LEICESTER



MOTOR VEHICLE REPAIR LICENSE

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

PROPERTY DESCRIPTION AND RESTRICTIONS:

Same as Class II license.

A handwritten signature in black ink, appearing to read "Kristen Forsberg", is written over a horizontal line.

ISSUED: 2/10/21

Kristen Forsberg, Assistant Town Administrator
Select Board

THIS LICENSE EXPIRES DECEMBER 31, 2021

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



Exhibit B

Class II Second Hand Motor Vehicle License Holder Policy

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

Adopted by the Board of Selectmen on November 20, 2017

Vehicle Conditions and Notices

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

Access Road

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

Vehicle Parking

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

Outdoor Lighting

Outdoor lighting must not impose on any abutting properties.

Office Requirements

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

Logbook

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

Fencing

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

**Repairs**

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

Fire and Safety Inspection

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

Rubbish, Debris and Spare Parts

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

Flammable or Combustible Liquids or Gasses

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

Used Batteries

Used batteries shall be stored in liquid tight containers.

Emergency Contacts

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

Cutting & Welding Operations

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

Open Burning

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

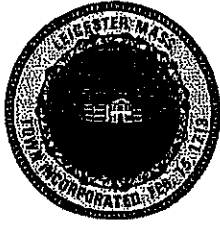
Spills

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

Fire Extinguishers

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

Exhibit C



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

February 1, 2021

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

Dear Mr. Bahnan:

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

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

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

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

Best Regards,

David A. Genereux
Town Administrator

Cc: Fire Inspector
Building Inspector

Exhibit D



CHIEF
MICHAEL R. DUPUIS

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



OFFICE (508) 892-7022

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

June 2, 2021

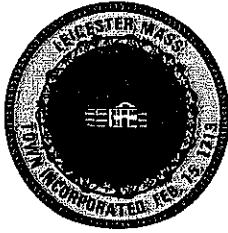
To whom it may concern;

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

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

Captain Mike Wilson

Fire Inspector



Town of Leicester
OFFICE OF THE SELECT BOARD

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

June 14, 2021

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

Dear Mr. Bahnan:

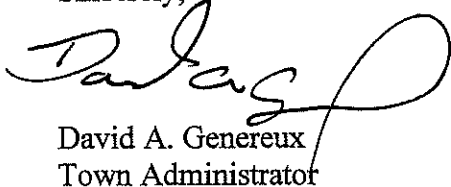
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Should you have any questions, please contact our office at 508-892-7077.

Sincerely,



David A. Genereux
Town Administrator

Cc: Select Board
Fire Inspector
Building Inspector

From: [Forsberg, Kristen](#)
To: ["JACK BAHNAN"](#)
Cc: mwilson@leicesterfireems.org
Subject: RE: Prestige Auto Hearing
Date: Tuesday, September 21, 2021 12:52:00 PM

Hi Jack,

Also, plans must be submitted to Fire Inspector Wilson no later than **Monday, September 27th** for review prior to the October 4th meeting. Thanks,

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

From: Forsberg, Kristen
Sent: Tuesday, September 21, 2021 11:15 AM
To: 'JACK BAHNAN' <prestige200auto@gmail.com>
Cc: mwilson@leicesterfireems.org
Subject: Prestige Auto Hearing

Hi Jack,

The Prestige Auto continued hearing is scheduled for October 4th at 6:30pm in the Select Board Conference Room at Town Hall. Please confirm your attendance. Thanks,

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

From: [Jennifer Reynolds](#)
To: [Forsberg, Kristen](#)
Subject: Re: Thanksgiving Day Game
Date: Wednesday, November 10, 2021 10:08:49 AM

Thank you.

Yesterday our Indoor Track Coach Olney White asked if the team could use the Becker gym. He is requesting use of the Becker Gym on Monday, Tuesdays and Thursdays, beginning 11/29 and ending on February 17th from 2:30 - 4:30.

Thanks,
Jen

On Tue, Nov 9, 2021 at 5:51 PM Forsberg, Kristen <forsbergk@leicesterma.org> wrote:

Thanks Jen – I will forward this to the Board in their packet for Monday night's meeting.

Kristen L. Forsberg, MPA & MCPPO

Assistant Town Administrator

Town of Leicester

3 Washburn Square

Leicester, MA 01524

508-892-7077

From: Jennifer Reynolds <reynoldsj@lpsma.net>
Sent: Monday, November 8, 2021 5:32 PM
To: Forsberg, Kristen <forsbergk@leicesterma.org>
Cc: Ted Zawada <zawadat@lpsma.net>
Subject: Thanksgiving Day Game

Hi Kristen,

Time is moving quickly and I am in the process of organizing logistics and details as we approach the Thanksgiving Day game. I know my first request asked for Thursday, November 26th when in fact Thursday is the 25th; I just wanted to clarify we are looking for Thursday, Nov 25th.

Request for Becker Facility Use

Previous Events

- 9/2 – Varsity Football Scrimmage 2:30-5:30pm
- 9/7 – Girls Soccer 4:30-7pm
- 9/17 – Varsity and JV Field Hockey 3-6pm
- 9/24 – Varsity Boys Soccer – 6-9pm
- 10/4 –Varsity & JV Field Hockey 2:30-6:30pm
- 10/17 – Leicester Spencer Raiders at 11am
- 10/18 – JV Football 3:30pm
- 10/19-10/22 – Soccer & Field Hockey – 2:30pm-6:00pm
- 10/22 – Varsity Football 7:00pm
- 10/25-10/28 – Field Hockey, Soccer and Football – 2-7pm
- 10/29 – Field Hockey, Soccer and Football – 2-6pm
- 10/30 – JV Football 10:00am
- 11/6 – Leicester Spencer Raiders from 8am to 2pm
- 11/10 – JV Football 3:30pm

Approved Events – Field

- 11/15 – JV Football 3:30pm

Approved Events - Gym

- Tuesdays/Thursdays from 9-11:30am – Worcester County Senior Athletic Association

Requested Events

- Becker Gym – LHS Track Team – M,T,Th from 11/29-2/17 from 2:30-4:30pm



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR
Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524
Phone: (508) 892-7000 Fax: (508) 892-7070
www.leicesterma.org

November 15, 2021

To: Select Board
From: David Genereux, Town Administrator
RE: Report of the Town Administrator's Office

The following is a report on the general activities of the Town Administrator through October 28, 2021.

Becker College

- Representative LeBoeuf advises that the bill to accept the results of the Becker election has left the House and will be sent to the Senate for approval on November 10, 2021. At this point, we are cautiously optimistic that we may get the bill passed in time to avoid having the special election, but nothing is certain.
- Met with Jeffrey Cammuso, who is interested in holding special events at the Campus Center building until it is no longer available. He will be proposing a per-event charge, to utilize the dance studio space through the winter into next June. I have advised him that it is likely that the space may no longer be available next summer, and he is fine with that. I expect that we will have a proposal to discuss at the next meeting.
- We are expecting a proposal from the individuals representing the State Police Museum to be submitted shortly. There is a possibility that required ADA improvements may be covered through other funding opportunities
- We have been advised that the basic lawncare being done at the campus takes six individuals working six to seven hours per week. This calculation can be used in determining mowing expense going forward.

Grants

- Regional Public Health Coalition – Received a Notice of Intent to Award a second grant to the Leicester RPHC to fund an epidemiologist and community health workers to develop new public programs and increase participation in community health initiatives. We are currently negotiating with DPH, as their original offer was \$160,000 per year, which we do not believe will adequately fund the service.
- MassTrails Grant for Burncoat Park – Submitted required contract documents and the grant initiation form. Working on environmental clearance.
- Local Rapid Recovery Program – Started reviewing funding sources to implement the LRRP plan
- Earmarks for bollards and extrication equipment – Assembling contracts for these items in order to allow for the processing of the funds from the Commonwealth.
- CARES act – Still working on reconciliation on the final CARES act submission. They have disallowed \$12,300 in purchases, that I believe that we had cleared through them originally. We are doing an email search to see if we have confirmation of the expense's eligibility.

Projects

- Fire Station Retention Pond Remediation – We have signed license agreements for the three properties

that are being used for the water remediation project. Below is the third week report from the Contractor:

We installed the new 18" HDPE drain just shy of the intersection of Gleason Way and Warren Avenue. Unfortunately, the existing 6" cast iron water in the intersection of Warren Avenue has only 3'-7" of cover. Our new drain is in direct conflict with the elevation of the unknown shallow water main. There are two options to continue installing new drainpipe. Lower the water main or raise the drain. I had numerous conversations with both Joe Wood and Luke Boucher. It seems that the best option to keep the project moving along is to add two drain manholes and go over the existing water main. I have ordered two additional manholes that Scituate Precast will pull from their yard inventory and core holes. Hopefully, they will core on Monday. I will send a truck to pick up the drain manhole once I hear they have been cored. There were numerous reasons that this was the best option.

- Towtaid Park Renovations – Prepared and sent out bid addendum on 11/4. Bids were received for Towtaid court resurfacing on 11/10, which is being done as part of the PARC grant that the Town received. Cassidy Corp, the same company that is doing the Towtaid Park accessibility improvements next spring won the contract with a bid of \$59,499.00.
- Chapel Street Mill – Worked with EPA to coordinate road closures; demolition of the mill is underway.

Economic Development

- Businesses:
 - Met with and assisted the new African Dance Studio and Hair Salon at 803 Main Street. Permitting is complete and the studio and salon have obtained all approvals required to open.
 - Worked with Rooted Nutrition (formerly Eclectic Nutrition) at 1141 Stafford Street to obtain required permits for a transfer of ownership.
 - Worked with the new owners of Cheoy Lee's at 1205 Main Street on a transfer of license.
 - Continued discussions with the Brennan Group & VHB regarding the proposed 200-300K square foot building at 90-92 Huntoon. Held an interdepartmental meeting on 11/3 with Fire, Building, Planning/Conservation, Town Administration and Highway.
- EDA Water/Sewer Grant – Completed semi-annual grant reporting including progress report, financial report and drawdown request. Worked with the Contractor on the option report.

Citizen issues

- Responded to a public records request regarding the election process on the PreK-8 school project.
- Responded to a public records request regarding the disposition of a fire truck in 2018.
- Responded to a public records request for an email regarding bullying at one of the schools.
- Worked to resolve an issue with a resident who did not receive his 2nd quarter tax bill.
- Spoke with a resident who had questions/concerns about the Becker acquisition.
- Spoke with a resident who had questions/concerns regarding redistricting.
- Corresponded with a resident who had questions/concerns about Parks and Recreation.
- Sent an email on behalf of Eastern Pearl to the Leicester Water District regarding the ongoing grease trap issue.
- Discussed changes to retiree health insurance with several retirees

Meetings

- Meet with account executive and engineer from GoToMeeting on 11/2 to view their virtual phone system. Follow up meeting with the schools and town officials to follow regarding renewing/consolidating accounts and getting a quote on cheaper VOIP phone services with GoToMeeting attached.

- Met with Jon Gregory from Tata & Howard regarding stormwater services
- Met with Chief Dupuis, EMS Director Kelley, Health Director Dagle and EMD Main on 11/4 regarding vaccine clinics for 5 to 11 year-olds. Took possession of pediatric vaccine sent by the State automatically. Survey sent out by the schools on 11/8 to gauge interest from parents on vaccinating their children.
- Held second meeting with Chief Dupuis, EMS Director Kelley, Health Director Dagle and EMD Main on 11/9 after the State sent a second shipment of 1170 adult vaccines. Clinics planned are as follows:
 - Clinic #1 – Leicester Housing Authority – November 22nd from 8am-12pm (adult booster shots only for Housing Authority residents and Town employees – this is a special one-off clinic to follow the clinics held there last spring)
 - Clinic #2 – Borger Auditorium at Becker – November 29th from 3pm-8pm (pediatric first and second shots, adult first and second shots, adult booster shots)
 - Clinic #3 – Borger Auditorium at Becker – December 20th from 3pm-8pm (pediatric first and second shots, adult first and second shots, adult booster shots)
 - All clinics (except for clinic #1) will be open to ANYONE eligible to receive the vaccine (pediatric and adult) from ANYWHERE who would like to attend. This includes out of state folks if in the area and interested (perhaps for the holidays).
- Attended the Council on Aging monthly Board meeting and provided an update on the Becker acquisition.
- Attended the Veteran's Day ceremony at the Senior Center and helped serve breakfast.

Financial/Budgetary

- Worked with the School Department regarding mold insurance claims costs, payouts and closeout paperwork.
- Reconciled Town credit card.
- Completed the FY 2022 Tax recap sheet, which will be voted by the Board at the December 6, 2022 meeting. Prepared notice and submitted to newspaper for the public hearing on 12/6.

Daily Operations

- Stamping, coding, and submitting invoices for over 75 accounts; prepared payroll for the department
- Select Board meeting prep and follow up
- Sent Select Board question listing to the School Committee and Superintendent.
- Distributed the Covid-19 protocol as voted by the Board at its last meeting.
- Sent out revolving fund information to the Board.
- Prepared weekly read file.
- Licensing – Received license renewal paperwork back from 18 businesses. Reviewed and processed.

Human Resources

- Advertised and interviewed an applicant for the Gas Inspector position.
- Submitted insurance claim for injured firefighter and discussed various IOD open claims with VFIS.
- Worked with the insurance advisor to set up two alternate Fallon plans for seniors that address the reimbursement issue for hearing aids and eyeglasses.
- Provided FMLA paperwork to two employees; one was approved, other is pending
- Conducted negotiations with the Police Union.
- Received a grievance from the Police supervisor's union. In the process of addressing it.
- We are reviewing applications for the Assessor position. No recommendations yet.

Proclamation

WHEREAS, Leicester desires to support its local businesses;

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

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

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

IN WITNESS THEREOF, *this 15th day of November, 2021*

Rick Antanavica, Chair

John Shocik, Vice-Chair

Herb Duggan Jr., 2nd Vice-Chair

Dianna Provencher, Member

Allen Phillips, Member

LEICESTER SELECT BOARD

To whom it may concern,

It is my intention to apply for the vacancy of Gas Inspector for the Town of Leicester. It would be an honor to be considered for this position based on my 20+ years of experience in the plumbing and gas fitting trade. I have maintained a Massachusetts Journeyman plumbing license since 2002 and a Massachusetts Master plumbing license since 2005. All of my license continuing education requirements are current and up to date. Please find attached my education and experience credentials. References available upon request.

Sincerely,

A handwritten signature in black ink that reads "Matthew S. Pora". The signature is written in a cursive style with a large, stylized 'M' and a long, sweeping underline.

Matthew S. Poce

Experience

2011-present Self-employed

2010-2011 Homeserve USA Energy Services Burlington,MA

2007-2010 National Grid Energy Services Burlington,MA

2002-2007 Keyspan Home Energy Services Burlington,MA

1997-2001 United States Air Force-4 years active duty with Honorable Discharge

- Provide Installation, repair, and maintenance of interior potable water and sewage systems on residential, commercial, and medical facilities.
- Provide installation, repair, and maintenance on exterior potable water and sewage/waste water piping systems, steam pits, and storm drains.
- Tasked with heating system design and installation on a deadline basis.
- Innovative and organized enough to overcome obstacles and accomplish jobs in a timely manner.
- Troubleshoot and perform plumbing/heating services via on-call and stand by for the entire military installation.
- Accomplished in natural gas and propane piping, fixture installation, repair, and maintenance.
- Adept in hydronic, steam, and radiant heating systems.
- Use an automated work order management system.
- Provide unsupervised service for residential heating equipment.
- Read, interpret, and design blueprints and diagrams for water and sewer distributions systems.
- Maintain and install potable water distribution systems.
- Repair and maintain sewage water mains.
- Monitor and maintain sewage lift stations.

Education

2009 Massachusetts Sheet Metal Workers License
Master Unrestricted 1215

2006 OSHA Certification-10 hour course

2005 Cape Cod Plumbing School Auburn, MA
Massachusetts Plumbing License - Master 15284.

2001-2002 Peterson School Woburn, MA
▪ Massachusetts State Plumbing License - Journeyman 26289.

1997 USAF Technical School Sheppard AFB, TX
▪ Plumbing Systems Specialist Diploma.

1992-1996 Leicester High School Leicester, MA
▪ High School Diploma.

Memo



To: Leicester Selectboard
From: Brian D. Kelley, Interim EMS Director
Date: November 2, 2021
Re: Part-Time Benefited Paramedic Appointment

On Tuesday November 2, 2021 I interviewed the sole candidate that applied for the Part-Time Benefited Paramedic Position.

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

- Colleen Plante, Part-Time Benefited Paramedic



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 John Eldridge HOME TEL. _____

ADDRESS: _____ WORK TEL. _____

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"/> Recycling Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> Road Conversion Committee |
| <input type="checkbox"/> Capital Improvement Planning Comm. | <input type="checkbox"/> Stormwater Committee |
| <input type="checkbox"/> Commission on Disabilities | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Conservation Commission | <input checked="" 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 ☐ No

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

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: _____

High School, Some College

(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.

IT Service Analyst at National Grid

Worked for Recovery Centers of America opening new care centers relating to anything IT

Rebuilt Leicester High School computer lab after a broken pipe flood in 2009

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

I went to school in Leicester, Leicester Schools are the reason i ventured into my current career path. My main goal was to get a job that gave me the capability to purchase a home.

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 checked="" type="checkbox"/> Computer Technology |
| <input checked="" type="checkbox"/> Construction | <input type="checkbox"/> Economics | <input checked="" type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input checked="" type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts | <input checked="" type="checkbox"/> Government Contracts |
| <input checked="" type="checkbox"/> Health Care | <input type="checkbox"/> Historic Activities | <input checked="" 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 checked="" type="checkbox"/> Property Appraisal | <input checked="" type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Science | <input type="checkbox"/> Statistics | <input type="checkbox"/> Survey Research |
| <input checked="" type="checkbox"/> Systems Analysis | <input type="checkbox"/> Transportation | |

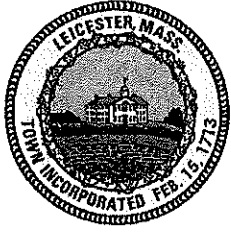
Other Skills & Interests: _____

IT related skills from my experience in the field. Social skills from working with many different vendors in many different states. Running wires and surveying blueprints to install network. Local connections in Leicester/Worcester due to family relations, friends, or job connections.

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
_____	_____	Leicester
_____	_____	Leicester
_____	_____	_____
<div style="border: 1px solid black; padding: 5px; text-align: center;">eSigned via SeamlessDocs.com <i>John Smith Eldridge</i> <small>Key: cb5a1d93b8d05a9db6e2b633b6e2d6ca</small></div>	_____	11/03/2021
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



Town of Leicester

Director of Emergency Management

3 Paxton St

Leicester, Massachusetts 01524-1333

Phone: (508) 892-7022 ext. 1106 Fax: (508) 892-7044

www.leicesterma.org

11/04/2021

TO: SELECT BOARD TOWN OF LEICESTER

FROM: JASON MAIN DIRECTOR OF EMERGENCY MANAGEMENT

SUBJECT: LECP APPOINTMENTS

CC: KRISTEN FORSBERG

Please appoint Chief Michael Dupuis to the Fire Rep for the LECP and remove Robert Wilson. Please appoint Jason Main to the LECP as the Director of Emergency Management and remove Chris Montiverdi. The following should be the make up of the LECP

Position	Member	Notes
Director of Emergency Management	Jason Main	Needs Appointment
Select Board Rep	Allen Philips	Term ends 6/30/2022
Town Admin	David Genereux	Term ends 6/30/2022
Public Works	Dennis Griffin	Term ends 6/30/2022

Police Rep	Craig Guertin	Term ends 6/30/2022
Conservation Rep	John P. Marc-Aurele	Term ends 6/30/2022
Media Rep	Art Paquette	Term ends 6/30/2022
Community Rep	Dianna Provencher	Term ends 6/30/2022
Fire Rep	Mike Dupuis	Needs Appointment

Thanks



Jason M Main USN RET.
 Director of Emergency Management
 Town of Leicester
 3 Paxton St
 Leicester, MA 01524
 508-892-7022 ext 1106
 Cell: 978-831-8945



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR

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

November 15, 2021

To: Select Board
From: David Genereux, Town Administrator
RE: Recommended Becker Working Groups

I offer the following revisions to the proposed Becker working groups, that were discussed at the previous Board meeting and retreat. This memo assigns Select Board representation to each working group, and expands upon the purpose and expectation for each group:

Becker Education Working Group (5 members)

- (1) School Committee member
- (1) Select Board member (R. Antanavica)
- (3) members of the public

Purpose: To make recommendations regarding the buildings to be used for educational purposes by the Leicester Schools and any changes that need to be made to accomplish those purposes, including:

- Timeline and process for the movement of classes from Leicester school buildings to the Becker campus
- Costing out short-term renovations to make the buildings suitable for use
- Examine future expansion and construction options
- Make final recommendations to the Select Board regarding buildings to be used for educational purposes, both short and long term.

Becker Building Condition Working Group (5 members)

- (1) Select Board member (H. Duggan)
 - (1) Advisory Committee member
 - (3) members of the public
- Ad hoc members – Town Inspectors

Purpose: To inspect each building and put forward the recommendations on condition and repair for each building, as well as grounds items such as walkways, stairs and railings. Included:

- Estimated repair costs
 - Addressing ADA concerns and other inspectional issues
 - Cost/benefit analysis – ex: Selling a building “as-is” vs. affecting needed repairs
 - Examining the possibilities of repurposing buildings for other uses
 - Costing out rebranding of all campus facilities
-

Becker Veterinary Clinic Reuse Working Group (5 members)

- (1) Select Board member (A. Phillips)
- (1) Advisory Committee member
- (3) members of the public

Purpose: To make specific recommendations regarding the Veterinary Clinic. Included:

- **Determination of equipment required to fully outfit the facility**
 - **Explore and market the possibility of utilizing the clinic as part of a regional technical collaborative**
 - **Determine whether there is a market for a private veterinary business on a lease basis**
 - **Explore using adjacent property for a dog park**
-

Becker Zoning Working Group (5 members)

- (1) Select Board member (J. Shocik)
- (1) Planning Board member
- (1) ZBA member
- (2) members of the public
- Town Planner

Purpose: To determine whether the Becker College zoning should be changed to accommodate other potential uses. Included:

- **Determining uses available under current regulations**
 - **Examining possibilities of overlay districts or other zoning amendments to expand use potential**
-

Becker Reuse Working Group (7 members)

- (1) Select Board member (D. Provencher)
- (1) Planning Board member
- (5) Members of the public

Purpose: To vet suggestions for reuse/disposal of surplus campus buildings, and to give recommendations to the Select Board. Included:

- **Compiling reports from five-member working groups to be used in final recommendation**
 - **Assemble a complete campus use plan, utilizing all components, educational, condition, veterinary, and zoning to craft a comprehensive use strategy.**
 - **Work with Mass Development on housing initiatives**
 - **Presents final report to Select Board**
-

Becker Athletic/Recreation Working Group (7 members)

- (1) Select Board member (A. Phillips)
- (1) Member of Parks and Recreation
- (1) School Committee member
- (4) members of the public

Purpose: To determine recreational uses for the Becker Campus, and to full discuss the concept of the scheduling of all Town Fields and Parks. Included:

- **Creating a single scheduling entity for all town fields and gymnasiums**
 - **Making recommendations for scheduling going forward, with by committee or paid employee**
 - **Assessing needs for future programs**
-

Becker Finance Working Group (7 members)

- (1) Select Board member (D. Provencher)
- (1) Members of the Advisory Committee
- (1) School Committee member
- (4) Members of the public

Purpose: To examine funding options and to make recommendations as to how the Town can best afford to operate and maintain the campus. Included:

- **Costing of campus operations**
 - **Costing of campus improvements**
 - **Determining funding mechanisms, including rentals, leases, property disposition, tax rate support, school contributions**
 - **Calculating future expenses**
-

I anticipate that we will start advertising the working group vacancies upon Board approval of this overall plan. We should plan on a “kick-off” meeting to discuss the working group meeting process and gauge community interest. The public would be asked to attend and be welcome to submit talent bank forms at that time. First meeting could be scheduled for November 30, 2021. The goal would be that the five member working groups would complete their work by the end of January, and that the seven-member groups would do the bulk of their work through February, so that the Board would have full reports and recommendations in March.

Please contact me with any questions.

From: [Brooke Hultgren](#)
To: [Forsberg, Kristen](#); [Alaa Abusalah](#)
Cc: [Janine Drake](#)
Subject: RE: Chapter Land Conversion request
Date: Wednesday, October 27, 2021 10:42:33 AM

Hi Kristen,

The Ch 61 Land Conversion Request was discussed by the Planning Board at their October 19, 2021 meeting. The Planning Board does not recommend that the Town exercise its option to purchase the referenced parcel.

Note: The Planning Board is supportive of the idea of recommending potential future parcels to Common Ground Land Trust after Town refusal.

The request was sent to the Conservation Commission as well and will be discussed at the November 10, 2021 meeting. Please let me know if you have any questions.

Brooke Hultgren
Planning, Conservation, and ZBA Assistant Town of Leicester
(508) 892-7007
Please note that Leicester Town Hall is closed on Fridays.

-----Original Message-----

From: Forsberg, Kristen <forsbergk@leicesterma.org>
Sent: Thursday, October 21, 2021 2:54 PM
To: Brooke Hultgren <hultgrenb@leicesterma.org>; Alaa Abusalah <AbusalahA@leicesterma.org>
Cc: Janine Drake <DrakeJ@leicesterma.org>
Subject: Chapter Land Conversion request
Importance: High

Hi Alaa and Brooke,

Attached please find a Chapter 61 Land Conversion request. The Board of selectmen have the right of first refusal on this land. Please have the ConCom and planning board review the attached requests as advise as to whether the Town should exercise its option to purchase the property. This will go to the Board on November 15th. Please advise as to when it will be taken up by ConCom and Planning Board. Thanks,

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

-----Original Message-----

From: Ricoh-mp2555@leicesterma.com <RicoH-mp2555@leicesterma.com>
Sent: Thursday, October 21, 2021 2:52 PM
To: Forsberg, Kristen <forsbergk@leicesterma.org>
Subject: Message from "RNP58387940B3D3"

This E-mail was sent from "RNP58387940B3D3" (MP 2555).

Scan Date: 10.21.2021 14:52:25 (-0400)
Queries to: RicoH-mp2555@leicesterma.com

From: [Sandy Genna](#)
To: [Forsberg, Kristen](#)
Subject: RE: Chapter Land Conversion Request
Date: Thursday, October 21, 2021 3:02:15 PM

My Board reviewed it this past Tuesday. They feel the parcel offers no benefits to the town and would be best for the Town to have it come out of Chapter and be developed.

Sanders J. (Sandy) Genna, MAA
Principal Assessor
Town of Leicester, MA
3 Washburn Sq.
Leicester, MA 01542
508-892-7001
M, W, TH: 8-5
Tues: 8-7
Fri:- Closed

-----Original Message-----

From: Forsberg, Kristen <forsbergk@leicesterma.org>
Sent: Thursday, October 21, 2021 2:55 PM
To: Sandy Genna <Gennas@leicesterma.org>; Asquith, Kathleen <AsquithK@leicesterma.org>
Cc: Genereux, David <genereuxd@leicesterma.org>; Janine Drake <DrakeJ@leicesterma.org>
Subject: Chapter Land Conversion Request
Importance: High

Hi Sandy and Kathy,

Attached please find a Chapter 61 Land Conversion request. The Select Board has the right of first refusal on this land. Please have the Board of Assessors review the attached requests as advise as to whether the Town should exercise its option to purchase the property. This will go to the Board on November 15th. Please advise as to when it will be taken up by the Board of Assessors. Thanks,

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

-----Original Message-----

From: Ricoh-mp2555@leicesterma.com <RicoH-mp2555@leicesterma.com>
Sent: Thursday, October 21, 2021 2:52 PM
To: Forsberg, Kristen <forsbergk@leicesterma.org>
Subject: Message from "RNP58387940B3D3"

This E-mail was sent from "RNP58387940B3D3" (MP 2555).

Scan Date: 10.21.2021 14:52:25 (-0400)
Queries to: RicoH-mp2555@leicesterma.com

RECEIVED OCT 13 2021
409 p.

Brian R. Falk
Mirick O'Connell
100 Front Street
Worcester, MA 01608-1477
bfalk@mirickoconnell.com
t 508.929.1678
f 508.983.6256

October 6, 2021

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Leicester Select Board
c/o Deborah K. Davis, Town Clerk
Leicester Town Hall
3 Washburn Square
Leicester, MA 01524

RECEIVED
2021 OCT 13 PM 12:36
TOWN CLERK'S OFFICE
LEICESTER, MASS

**RE: NOTICE OF INTENT TO SELL FOR OTHER USE PER M.G.L. C. 61, §8;
LAND ALONG HUNTOON MEMORIAL HIGHWAY (ROUTE 56),
LEICESTER, MA**

Dear Ms. Davis:

This office represents the Owners (listed in Exhibit A) of land located along Huntoon Memorial Highway (Route 56) in Leicester, Massachusetts (the "Land"). The Land is taxed pursuant to M.G.L. c. 61 (Forest Land).

Statement of Intent to Sell for Other Use:

In accordance with the provisions of M.G.L. c. 61 §8, the Owners hereby provide the Town of Leicester (the "Town") with notice of intent to sell the Land for other use.

Statement of Proposed Use of the Land:

The proposed use of the Land is industrial.

Location and Acreage of the Land:

The Land is located along Huntoon Memorial Highway (Route 56) in Leicester, Massachusetts, shown as Lot A-1 on a plan entitled "Subdivision Plan of Land in Leicester, Massachusetts" recorded with the Worcester District Registry of Deeds in Plan Book 953, Page 19. The Land is identified on the Town of Leicester Assessors Map 44 as a portion of Parcel A7.

MIRICK O'CONNELL

Leicester Select Board
October 6, 2021
Page 2

The Land has an area of approximately 28.661 acres. The Land is shown on the enclosed sketch plan, highlighted in yellow.

Owners' Contact Information:

Robert A. Sigel
117 The Paddock Circle
Mashpee, MA 02649
Tel.: (508) 477-8442

Certified Copy of the Executed Purchase and Sale Agreement:

Enclosed is a copy of the executed Purchase and Sale Agreement for the Land, dated September 28, 2021, as certified by the Owners' attorney, Brian R. Falk.

Additional Agreements:

Not applicable.

Notice of Nonexercise:

Enclosed is a proposed form of Notice of Nonexercise to be executed and recorded by the Town in the event that the Town elects not to exercise or assign its first refusal option to purchase the Land within 120 days after the day following the date of deposit of this notice in the U.S. mail.

Please contact me if you have any questions regarding this matter.

Very truly yours,



Brian R. Falk

BRF/kk
Enclosures

Exhibit A

The Owners are:

- Robert A Sigel and Paul A. Silver, Trustees of the Trust for the Benefit of Jeremy Sigel, created under Article III of The Sigel 1988 Grandchildren's Trust (Robert) under Declaration of Trust dated December 19, 1988 (the "Robert Trust") and as further described in a Trustees' Certificate recorded in the Worcester District Registry of Deeds in Book 53685, Page 72 (an 18.333325% Interest in the Land);
- Robert A Sigel and Paul A. Silver, Trustees of the Trust for the Benefit of Joshua Sigel, created under Article III of the Robert Trust and as further described in a Trustees' Certificate recorded in the Worcester District Registry of Deeds in Book 53685, Page 77 (an 18.333325% Interest in the Land);
- Robert A Sigel and Paul A. Silver, Trustees of the Trust for the Benefit of Zachary Sigel, created under Article III of the Robert Trust and as further described in a Trustees' Certificate recorded in the Worcester District Registry of Deeds in Book 53685, Page 85 (an 18.333325% Interest in the Land);
- Robert A Sigel and Paul A. Silver, Trustees of the Trust for the Benefit of Evan Sigel, created under Article III of the Robert Trust and as further described in a Trustees' Certificate recorded in the Worcester District Registry of Deeds in Book 53685, Page 87 (an 8.333355% Interest in the Land);
- Deborah Sloane and Paul A. Silver, Trustees of the Trust for the Benefit of Adam Sloane, created under Article III of The Sigel 1988 Grandchildren's Trust (Deborah) under Declaration of Trust dated December 19, 1988 (the "Deborah Trust") and as further described in a Trustees' Certificate recorded in the Worcester District Registry of Deeds in Book 53685, Page 92 (an 18.333335% Interest in the Land); and
- Deborah Sloane and Paul A. Silver, Trustees of the Trust for the Benefit of Julie Sloane, created under Article III of the Deborah Trust and as further described in a Trustees' Certificate recorded in the Worcester District Registry of Deeds in Book 53685, Page 97 (an 18.333335% Interest in the Land).

CERTIFICATE

I, Brian R. Falk, attorney for the Seller, hereby certify that the attached document is a true and accurate copy of the Purchase and Sale Agreement executed on September 28, 2021 by the Seller and the Buyer, as defined therein.



Brian R. Falk, Esq.
Mirick, O'Connell, DeMallie & Lougee, LLP
100 Front Street
Worcester, MA 01608

Date: October 6, 2021

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the 28th day of September, 2021, by and between ROBERT A. SIGEL and PAUL A. SILVER, TRUSTEES OF THE TRUST FOR THE BENEFIT OF JEREMY SIGEL, created under Article III of The Sigel 1988 Grandchildren's Trust (Robert) under Declaration of Trust dated December 19, 1988 (the "Robert Trust"); ROBERT A. SIGEL and PAUL A. SILVER, TRUSTEES OF THE TRUST FOR THE BENEFIT OF JOSHUA SIGEL, created under Article III of the Robert Trust; ROBERT A. SIGEL and PAUL A. SILVER, TRUSTEES OF THE TRUST FOR THE BENEFIT OF ZACHARY SIGEL, created under Article III of the Robert Trust; ROBERT A. SIGEL and PAUL A. SILVER, TRUSTEES OF THE TRUST FOR THE BENEFIT OF EVAN SIGEL, created under Article III of the Robert Trust; DEBORAH SLOANE and PAUL A. SILVER, TRUSTEES OF THE TRUST FOR THE BENEFIT OF ADAM SLOANE, created under Article III of The Sigel 1988 Grandchildren's Trust (Deborah) under Declaration of Trust dated December 19, 1988 (the "Deborah Trust"); and DEBORAH SLOANE and PAUL A. SILVER, TRUSTEES OF THE TRUST FOR THE BENEFIT OF JULIE SLOANE, created under Article III of the Deborah Trust (collectively, the "Seller"), and JMC/TBG LEICESTER, LLC, a Massachusetts limited liability company with an address of 100 Grandview Road, Suite 207, Braintree, MA 02184 (the "Purchaser").

WHEREAS, Seller is the owner of a certain parcel of land consisting of approximately twenty-eight (28) acres in total located at 94 Huntoon Memorial Highway, in Leicester, MA (the "Property"), which is described in Exhibit A; and

WHEREAS, Purchaser desires to acquire the Property from Seller and Seller desires to transfer the Property to Purchaser;

NOW, THEREFORE, in consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

1. DEFINITIONS AND MEANINGS. In addition to any other terms whose definitions are fixed and defined by this Agreement, each of the following defined terms, when used in this Agreement with an initial capital letter, shall have the meaning ascribed thereto by this Paragraph 1:

1.1 Agreement. "Agreement" means this Purchase and Sale Agreement, together with all exhibits attached hereto.

1.2 ASR Agreement. "ASR Agreement" means that certain Purchase and Sale Agreement of even date with this Agreement by and among Purchaser, as purchaser, and ASR Realty Company, LLC, as seller, with respect to the real property located at and known as 90 and 92 Huntoon Memorial Highway, in Leicester, Massachusetts. The ASR Agreement provides

for a due diligence period (the "ASR Due Diligence Period"), a permitting contingency period (the "ASR Permitting Period"), and for a closing date (the "ASR Closing Date").

1.2 Closing. "Closing" means the consummation of the purchase and sale contemplated by this Agreement by the deliveries required under Paragraph 10 of this Agreement.

1.3 Closing Date. "Closing Date" means the time and date, as may be extended, established under Paragraph 10 of this Agreement, when the purchase and sale contemplated by this Agreement is to be consummated, as such date may be changed by mutual agreement of the parties or pursuant to the provisions of this Agreement.

1.4 Date of this Agreement. "Date of this Agreement" means September 24, 2021.

1.5 Deposit(s). "Deposit" or "Deposits" has the meaning specified in Section 4 of this Agreement.

1.6 Due Diligence Period. A period that commences on the Date of this Agreement, and ends on a date that is ninety (90) days thereafter, as may be extended according to the provisions of this Agreement (the "Due Diligence Period").

1.7 Escrow Agent. "Escrow Agent" means Peter J. Dawson, Esq. of Mirick, O'Connell, DeMallie & Lougee, LLP, 100 Front Street, Worcester, MA 01608-1477.

1.8 Governmental Authority. "Governmental Authority" means any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or other instrumentality of any of them, having jurisdiction over the Property, or any portion thereof, and/or whose approval is necessary for the satisfaction of any conditions contained in this Agreement.

1.9 Notice. "Notice" has the meaning provided in Section 16.

1.10 Permitting Period. "Permitting Period" has the meaning specified in Section 4.3.

1.11 Project. "Project" means the proposed construction by Purchaser of high bay industrial buildings with a minimum of 205,000 square foot footprint in the aggregate, with associated parking, roadways, utilities and stormwater systems. The Project includes the Property and the property that is the subject of the ASR Agreement.

1.12 Property. "Property" is defined in the recitals above and includes the parcel shown on Exhibit A, together with all rights, easements, hereditaments and any improvements located thereon or appurtenant thereto, and all right, title and interest of Seller in and to the land lying in the bed of any street, road or avenue, open or proposed, public or private, dedicated or undedicated, in front of or adjoining the Property to the centerline thereof.

1.13 Property Information. "Property Information" means any and all written information in Seller's possession or control that might be relevant to Purchaser's due diligence investigations of the Property, including, without limitation, existing leases and/or occupancy agreements; any plans, surveys or drawings for the Property of whatever date; any building, title, title insurance policies, or zoning information; any professional and/or environmental studies and reports (including asbestos and lead paint certificates and reports); all design, engineering and concept plans prepared by VHB and any other consultants; certificates of occupancy and habitability if any, and any other compliance certificates from state and local inspections; permits, licenses or approvals; permitting and regulatory applications; and official correspondence and documentation of prior uses of the Property.

1.14 Purchase Price. "Purchase Price" means the amount which Purchaser shall pay to Seller to consummate the purchase and sale of the Property as provided in Paragraph 3 of this Agreement, and as such may be adjusted according to the terms of this Agreement.

1.15 Registry of Deeds. "Registry of Deeds" means the Worcester County Registry of Deeds.

1.16 Right of First Refusal. "Right of First Refusal" means the right to purchase the Property held by the Town of Leicester as a result of the designation of the Property as Forest Land pursuant to M.G.L. Chapter 61.

2. SALE AND PURCHASE. Seller agrees to sell the Property to Purchaser on the terms and conditions contained in this Agreement, and Purchaser agrees to purchase the Property from Seller on the terms and conditions contained in this Agreement.

3. PURCHASE PRICE. The Purchase Price for the Property (the "Purchase Price") shall be Two Hundred Thousand and 00/100 Dollars (\$200,000.00). The Purchase Price shall be paid by wire delivery of funds through the Federal Reserve System to an account designated in writing by Seller. The Purchase Price shall be adjusted to reflect any prorations and credits required under the terms and provisions of this Agreement.

4. DEPOSIT AND DUE DILIGENCE.

4.1 Deposit. Upon execution of this Agreement, the Purchaser shall deliver a Deposit in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) to the Escrow Agent to be held in escrow in a non-interest bearing account according to this Agreement. The Deposit shall be fully refundable to the Purchaser if this Agreement is terminated by Purchaser during the Due Diligence Period. The Deposit shall be credited towards the Purchase Price at Closing, unless Purchaser terminates this Agreement in accordance with its terms on or before the expiration of the Due Diligence Period, in which event the Deposit shall be returned to Purchaser as described below.

4.2 Due Diligence. After the Date of this Agreement, and during the Due Diligence Period, Purchaser is entitled to review and inspect all aspects of the Property and such Property Information at its sole cost and expense, including, but not limited to, geotechnical investigations, title and survey, utilities, zoning, environmental assessment, appraisal and any other studies, tests, or data that Purchaser determined necessary to evaluate the Property. Seller shall provide Purchaser with all Property Information in its possession or control within five (5) business days after the Date of this Agreement. The Due Diligence Period shall be automatically extended to expire on the same date that the ASR Due Diligence Period expires under the ASR Agreement. If Purchaser is dissatisfied in its sole discretion for any reason with the results of its inspection of the Property and such Property Information, then Purchaser shall have the right to terminate this Agreement by providing Notice of termination to Seller on or before the expiration of the Due Diligence Period. In the event of such termination, the Deposit shall be promptly returned to Purchaser within three (3) business days after Seller's receipt of the Notice of termination from the Purchaser, and in such event, neither party shall have any further liability hereunder.

4.3 Permitting Period. If the Purchaser has not terminated this Agreement prior to the end of the Due Diligence Period, then the Purchaser shall thereafter have seven (7) months from the Notice of expiration of the Due Diligence Period, including the final expiration of any applicable appeal periods or resolution of any appeals (the "**Permitting Period**"), to obtain all permits and approvals (excluding the building permit) deemed necessary by Purchaser for the completion of its Project on the Property (the "**Permits and Approvals**"). Purchaser shall use commercially reasonable efforts during the Permitting Period to diligently process the applications for all permits and approvals that it deems necessary for completion of its Project. Seller shall cooperate as necessary with Purchaser's applications for the Permits and Approvals, including without limitation, the execution of any applications as the owner of the Property, if required. Seller authorizes Purchaser to file, at Purchaser's sole expense, any applications in Seller's name as record owner, if required, in order to make such determinations and Seller agrees fully to cooperate, in all respects, including attendance at any hearings, if required, for the purposes of processing and prosecuting any such application to final decision.

4.4 Permitting Period Extension. If, (i) at the end of the Permitting Period, Purchaser has not obtained the final Permits and Approvals, with all appeal periods having expired or appeals having been resolved; or (ii) during the Permitting Period, Purchaser concludes in its sole discretion that further processing of the Permits and Approvals is futile or commercially unreasonable, then the Purchaser may terminate this Agreement by Notice to the Seller, unless the parties have agreed in writing to extend the Permitting Period. Notwithstanding the foregoing, the Purchaser shall have the right to extend the Permitting Period for up to seven (7) additional months for obtaining its Permits and Approvals.

5. REPRESENTATIONS AND WARRANTIES

5.1 Seller's Representations and Warranties. Seller represents and warrants as follows:

5.1.1 Seller is the owner of fee simple title to the Property and has the legal capacity to own and convey the Property, subject to a release of the Right of first Refusal. Seller has full right, power, and authority to execute and deliver this Agreement and Seller has the full right, power, and authority to consummate the purchase and sale transactions provided for herein. Neither the entering into of this Agreement by Seller nor the consummation of the sale of the Property by Seller will constitute a violation or breach by Seller of any contract or other instrument to which Seller is a party or to which Seller is subject or by which any of its assets or properties may be affected, or any judgment, order, writ, injunction or decree issued against or imposed upon Seller, or will result in a violation of any applicable law, order, rule or regulation of any Governmental Authority. This Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

5.1.2 Seller has not received written notice of any pending or threatened action by any Governmental Authority or agency having the power of eminent domain, which might result in all or any part of the Property being taken by condemnation or conveyed in lieu thereof.

5.1.3 No assessments have been made against any portion of the Property which are unpaid (except current ad valorem taxes not yet due and payable), whether or not they have become liens.

5.1.4 Seller is not a party to nor has Seller received written notice of any pending or threatened litigation or dispute concerning the Property or Seller's ability to perform hereunder, other than the Right of First Refusal. Seller is not aware of any attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by a pending and Seller has not received written notice of any threatened action or suit against Seller or the Property.

5.1.5 Seller is not a "foreign person" as that term is defined in the Internal Revenue Code of 1986, as amended, (the "Code"), and the Treasury Regulations promulgated pursuant thereto, and Purchaser has no obligation under Section 1446 of the Code or the Treasury Regulations promulgated pursuant thereto to withhold and pay over to the Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby.

5.1.6 Neither Seller, nor to Seller's actual knowledge and without independent investigation, any third party, has used, generated, manufactured, produced, stored or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "Hazardous Materials").

5.1.7 Except for the Right of First Refusal, no other agreement concerning or restricting the sale of the Property is in effect and no person or entity, other than

the Purchaser, has any right or option to acquire all or any portion of the Property, and no person or entity has any right to lease, occupy or use any portion of the Property.

5.1.8 Seller, to Seller's actual knowledge, is not (i) listed on the Specially Designated Nationals and Blocked Persons List (the "**SDN List**") maintained by the Office of Foreign Assets Control ("**OFAC**"), Department of the Treasury, and/or on any other similar list ("**Other Lists**" and, collectively with the SDN List, the "**Lists**") maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "**OFAC Laws and Regulations**"); or (ii) a Person (a "**Designated Person**") either (A) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of the Terrorism Executive Order or a Person similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the "**Executive Orders**"), including a "**Prohibited Person**". Seller shall take all reasonable measures to ensure compliance with the requirement that no Seller Parties is, or shall be, listed on any Lists, be a Designated Person, nor be in violation of any OFAC Laws and Regulations.

5.2 Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller as follows:

5.2.1 Purchaser is a limited liability company organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. Purchaser has the power and authority to purchase the Property. Purchaser has full right, power, and authority to execute and deliver this Agreement and Purchaser has the full right, power, and authority to consummate the purchase and sale transactions provided for herein. Neither the entering into of this Agreement by Purchaser nor the consummation of the purchase of the Property by Purchaser will constitute a violation or breach by Purchaser of any contract or other instrument to which Purchaser is a party or to which Purchaser is subject or by which any of Purchaser's assets or properties may be affected, or any judgment, order, writ, injunction or decree issued against or imposed upon Purchaser, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. This Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

5.2.2 This Agreement, when executed and delivered by Seller and Purchaser, and all documents which are to be delivered to Seller at the Closing shall be at the time of Closing duly authorized, executed and delivered by Purchaser (or Purchaser's assignee in accordance with Paragraph 17 of this Agreement), and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject.

6. COVENANTS: Prior to the Closing, the Seller shall accomplish or obtain the following:

6.1 Seller shall not extend, modify or enter into any new leases or easements relating to the Property or any portion thereof without Purchaser's written consent.

6.2 From the Date of this Agreement until the Closing Date, Seller shall not: (i) commit or permit to be committed any waste to the Property; or (ii) enter into any new agreement or instrument that would encumber the Property after Closing or that would bind Purchaser or the Property after Closing; or (iii) take any action that would encumber the Property after Closing, that would bind Purchaser or the Property after Closing, or that would be outside the normal scope of maintaining and operating the Property in the ordinary course. Seller shall promptly deliver to Purchaser any notice concerning the Property that Seller receives from any appraisal district, taxing authority or other governmental entity. Seller shall deliver the Property at Closing substantially similar to its condition on the Date of this Agreement, free and clear of any tenants and personalty.

6.3 The Seller, if requested by the Purchaser, shall use its best efforts to introduce the Purchaser to the owner of 88 Huntoon Memorial Highway to facilitate discussion regarding Purchaser obtaining a permanent sewer easement and temporary access to the Property for due diligence inspection purposes.

6.4 The Seller shall file to obtain a release of the Right of First Refusal in accordance with the procedure established by M.G.L. Chapter 61, Section 8, within ten (10) days of the Date of this Agreement.

7. TITLE MATTERS.

7.1 Deed. The Property shall be conveyed by a good and sufficient Massachusetts quitclaim deed (the "Deed") running to Purchaser or to such nominee as Purchaser may designate by written notice delivered to Seller at least seven (7) days before the Closing Date. The Deed shall convey good, clear, record and marketable title to the Property free from all encumbrances except for the following:

(a) provisions of existing laws, regulations, restrictions, requirements, bylaws, resolutions and orders (including, without limitation, any relating to building, zoning and environmental protection) as to the use, occupancy subdivision or improvement of the Property;

(b) such real and personal property taxes for the then current tax period as are not due and payable on the Closing Date;

(c) any liens for municipal betterments assessed after the Date of this Agreement on the Property by the municipality in which the Property is located; and

(d) those title and survey matters that Purchaser agrees, or is obligated to take title subject to, as set forth in this Section 7.

7.2 Title Commitment. Purchaser may, at Purchaser's expense, obtain an ALTA Title Insurance Commitment showing all matters affecting title to the Property (the "Title Commitment"). Purchaser shall furnish to Seller a copy of the Title Commitment and any amendments to the Title Commitment promptly upon Purchaser's receipt of the same.

7.3 Survey. Purchaser may, at Purchaser's expense, employ a surveyor or surveying firm, licensed in Massachusetts, to prepare a survey of the Property (the "Survey"). Purchaser shall furnish to Seller a copy of the Survey and any amendments to the Survey promptly upon Purchaser's receipt of the same.

7.4 Purchaser's Title Objections. Purchaser may furnish to Seller a written statement specifically identifying any liens, encumbrances, encroachments or other objections to the title to the Property identified by Purchaser ("Purchaser's Title Notice"). A copy of the Title Commitment and the Survey shall accompany Purchaser's Title Notice if the same have not been previously provided to Seller. Purchaser may not object to the matters set forth in Section 7.1(a) through Section 7.1(c). If Seller does not receive Purchaser's Title Notice on or before 5:00 p.m. on the last day of the Due Diligence Period (without the benefit of the extension afforded Purchaser in Section 4.2), then Purchaser shall be deemed to have waived Purchaser's right to object to matters of title or matters of survey that were of record or in existence on the Date of Purchaser's Title Notice.

7.5 Seller's Obligation to Cure. Seller shall remove those objections listed on Purchaser's Title Notice that (i) are mortgages or other liens created by, through or under Seller which secure solely the payment of a stated indebtedness, (ii) were voluntarily placed on the record title by Seller after the Date of this Agreement, (iii) require an expenditure of \$10,000 or less, including attorneys' fees and costs, or (iv) may be removed solely by delivery of an affidavit of Seller, reasonably requested by Purchaser's title insurer.

7.6 Seller's Election to Cure. If objections appear on Purchaser's Title Notice that Seller is not obligated to remove pursuant to Section 7.5, then Seller, within five (5) business days of Seller's receipt of Purchaser's Title Notice, shall send written notice to Purchaser indicating which, if any, of the remaining objections Seller has elected to eliminate prior to the Closing ("Seller's Title Notice"). Purchaser, within five (5) business days of Purchaser's receipt of Seller's Title Notice, shall either (i) elect to terminate this Agreement, in which case the Deposit shall be promptly returned to Purchaser within three (3) business days after Seller's receipt of the notice of termination from the Purchaser, and in such event, neither party shall have any further liability hereunder, or (ii) elect to accept title to the Property subject to the title and survey matters Seller has elected not to remove without any abatement of the Purchase Price. If Seller fails to send Seller's Title Notice within said five (5) business day period, then Seller shall be deemed to have elected to remove none of the objections listed on Purchaser's Title Notice. If Purchaser fails to make Purchaser's election within said five (5) business day period, then Purchaser shall be deemed to have elected clause (ii) above.

7.7 New Title and Survey Matters. Purchaser shall have the right to object to any title matters or survey matters that first arise after the effective date of the Title Commitment or the Survey, as the case may be, in which case said matters shall be cured by the Seller and, if required, the Closing Date shall be extended by mutual agreement of the parties to provide the Seller with sufficient time to resolve said matters. Purchaser shall raise any new qualifying title or survey matters in a new Purchaser's Title Notice delivered to Seller within seven (7) days of Purchaser's discovery of the qualifying title or survey matters.

7.8 REBA. Any title matter or practice arising under or related to this Agreement which is the subject matter of a title standard or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable.

8. CONDITIONS TO SELLER'S OBLIGATIONS. The Seller's obligations to sell the Property to the Purchaser are subject to the fulfillment, or the waiver in writing by the Seller, of each of the following conditions:

8.1 The Purchaser's Representations and Warranties. The Purchaser's representations and warranties contained in this Agreement must be true and correct in all material respects on and as of the date of this Agreement, and on and as of the Closing Date as if made on and as of the Closing Date.

8.2 The Purchaser's Covenants. The Purchaser must have performed in all material respects all its obligations required to be performed by it under this Agreement at or prior to the Closing.

8.3 Waiver of Right of First Refusal. The Town of Leicester not exercising its Right of First Refusal on the Property and waiving its Right of First Refusal pursuant to the requirements of Chapter 61 of the Massachusetts General Laws, including the recording of the required form of said waiver in the Registry of Deeds prior to the end of the Permitting Period.

9. CONDITIONS TO PURCHASER'S OBLIGATIONS. The Purchaser's obligations to purchase the Property from the Seller are subject to the fulfillment, or the waiver in writing by the Purchaser, of each of the following conditions:

9.1 The Seller's Representations and Warranties. The Seller's representations and warranties contained in this Agreement must be true and correct in all material respects on and as of the date of this Agreement, and on and as of the Closing Date as if made on and as of the Closing Date.

9.2 The Seller's Covenants. The Seller must have performed in all material respects all its obligations required to be performed by it under this Agreement at or prior to the Closing.

9.3 Waiver of Right of First Refusal. The Town of Leicester not exercising its Right of First Refusal on the Property and waiving its Right of First Refusal pursuant to the requirements of Chapter 61 of the Massachusetts General Laws, including the recording of the required form of said waiver in the Registry of Deeds prior to the end of the Permitting Period.

10. THE CLOSING.

10.1 Closing Date. The sale and purchase of the Property shall be consummated at the Closing to be held at 12:00 noon at the Registry of Deeds thirty (30) days following the expiration of the Permitting Period, provided, however, that the Closing Date shall automatically be extended to coincide with the ASR Closing Date under the ASR Agreement.

10.2 Deliveries at Closing. On the Closing Date, subject to the satisfaction of all of the terms and conditions of this Agreement, including the satisfaction of the Conditions to Seller's Obligations in Section 8 and the Conditions to Purchaser's Obligations in Section 9 (including, without limitation, the due execution and delivery of all documents, in recordable form, if required in order to record same), the Closing shall occur as follows:

10.2.1 Seller shall deliver the Deed at the Closing, subject to the provisions of Section 7.

10.2.2 Seller shall deliver to Purchaser an affidavit from Seller in form and content reasonably satisfactory to the Title Company stating that: (i) no individual, entity or Governmental Authority, agency or department has any claim against the Property under the applicable construction lien law; (ii) no individual, entity or Governmental Authority, agency or department is either in possession of the Property or has a possessory interest or claim in the Property other than Seller; (iii) no persons are in possession of the Property other than the Seller; (iv) all real estate taxes due any governmental authority have been paid in full; and (v) no improvements to the Property have been made by or on behalf of Seller for which payment has not been made.

10.2.3 Seller shall deliver to Purchaser a non-foreign affidavit from Seller in form and content complying with FIRPTA and Section 1445 of the Internal Revenue Code of 1986, as amended.

10.2.4 Seller shall deliver evidence reasonably satisfactory to Purchaser and the Title Company that the person or persons executing and delivering the Closing documents on behalf of Seller has or have full right, power, and authority to do so. To the extent in Seller's possession or control, Seller shall deliver originals of all of the Property Information.

10.2.5 Seller shall execute and deliver a form W-9 and Form 1099-S Input Form to the closing attorney in connection with the 1099 reporting required by the Internal Revenue Service.

10.2.6 Purchaser and Seller shall execute and deliver a closing settlement statement setting forth the Purchase Price, Deposit and all credits, adjustments and prorations between Purchaser and Seller, and the amount of the net proceeds due Seller.

10.2.7 Purchaser shall pay the balance of the Purchase Price (less the Deposit and other adjustments) in immediately available funds to Seller.

10.2.8 In addition to all documents, instruments and agreements expressly provided for herein, Purchaser and Seller shall execute such other documents as may be reasonably required by counsel for either party, the Title Company, and/or to effectuate the purposes of this Agreement.

10.2.9 Seller shall deliver possession of the Property to Purchaser at Closing free and clear of all tenancies and parties in possession, and substantially similar to its condition on the Date of this Agreement.

10.2.10 Purchaser shall deliver evidence reasonably satisfactory to Seller and the Title Company that the person or persons executing and delivering the Closing documents on behalf of Purchaser has or have full right, power, and authority to do so.

10.3 Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

10.3.1 Seller shall pay: (i) the fees and expenses of Seller's attorneys, (ii) the documentary stamps due on the deed of conveyance and surtax, (iii) all recording costs and filing fees in connection with the resolution of any title and survey matters that Seller has elected or is obligated to cure, (iv) any other costs and expenses incurred by Seller including, without limitation, any mortgage payoffs and other monetary encumbrances described in Section 7 of this Agreement.

10.3.2 Purchaser shall pay: (i) all recording and filing fees for all recordable instruments executed and delivered by Seller at the Closing (except for the instruments described in Paragraph 10.3.1 above), (ii) the fees and expenses of Purchaser's attorneys, (iii) the cost of examining title and the premiums and any other related fees and costs for any owner's or lender's title insurance policies, updates and/or reports, surveys.

10.4 Adjustments. All usual and customarily proratable items, including without limitation real estate taxes, shall be prorated as of the Closing Date. If the amount of any of said taxes, or other adjustments, is not known at the Closing Date, such amount shall be apportioned on the basis of information available and the taxes assessed for the tax year most recently known, with a reapportionment as soon as the new tax rate year and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between Seller and Purchaser, provided that neither such party shall be obligated to institute or prosecute proceedings for an abatement. This provisions shall survive delivery of the deed hereunder.

11. RISK OF LOSS. Until the purchase of the Property has been consummated on the Closing Date, all risk of loss shall belong to and be borne by the Seller. In the event of a casualty loss or taking in excess of \$25,000 prior to Closing, Purchaser shall have the right to either: (i) terminate this Agreement by Notice to Seller prior to Closing with the return of the Deposit, whether or not designated at such time as "refundable", and in such event of termination, this Agreement shall be null and void; or (ii) proceed with the Closing in which case Purchaser will be entitled to any insurance proceeds or condemnation award upon full payment of the Purchase Price and Notice to Seller of its intent.

12. BROKER OR COMMISSION. The Seller and Purchaser hereby represent and warrant to each other that neither party has engaged any person or entity as a broker in connection with any of the transactions contemplated by this Agreement other than Will Kelleher

and Joe Laursen of Kelleher & Sadowsky Associates, Inc., whose commission for services shall be paid by the Seller in accordance with a separate agreement. In the event of a claim for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement from anyone other than Kelleher & Sadowsky Associates, Inc., then each party shall indemnify, save and hold harmless and defend the other party from and against such claim based upon any statement, representation or agreement made by or allegedly made by the indemnifying party. This indemnification shall survive Closing or termination of this Agreement.

13. DEFAULT.

13.1 Purchaser's Default. In the event that Purchaser should fail to consummate the purchase of the Property for any reason except (i) termination by Purchaser of this Agreement on or before the expiration of the Due Diligence Period, or (ii) Seller's default as set forth in Section 13.2, then Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain the Deposit as full and liquidated damages for such default of Purchaser, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. Seller's retention of said Deposit is intended not as a penalty, but as full liquidated damages.

13.2. Seller's Default. If Seller fails to consummate the transaction represented by this Agreement, Purchaser's sole remedy, at law or in equity, shall be either (a) the return of the Deposit to Purchaser, whereupon the obligations of Seller under this Agreement shall terminate; or (b) the right to obtain specific performance of Seller's obligation to convey the Property pursuant to this Agreement, provided, however, that if Purchaser for any reason has not filed such an action for specific performance as permitted under this Section 13.2 within sixty (60) days after the scheduled Closing Date, then Buyer shall conclusively be deemed to have irrevocably waived its right of specific performance as otherwise permitted under this Agreement and to have elected to proceed under clause (a) above as its sole and exclusive remedy under this Section 13.2. In no event shall any member, manager, officer, director, employee, agent, or representative of Seller have any personal liability in connection with this Agreement or transaction.

14. RECORDING OF PURCHASE AND SALE AGREEMENT. The Purchaser shall not record this Agreement at the Registry of Deeds or in any other public domain.

15. GOVERNING LAW. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

16. NOTICES. Any notice or communication required or permitted hereunder shall be in writing and shall be sent either by: (i) personal delivery service with charges therefor billed to shipper; (ii) expedited delivery service with charges therefor billed to shipper; (iii) United States Mail, postage prepaid registered or certified mail, return receipt requested; or (iv) facsimile or e-mail with receipt for transmission (provided that the contents of such facsimile or e-mail are confirmed by expedited delivery service or by mail in the manner previously described) addressed to such party at the address first set forth below, or at such other address as such party

may have designated by Notice to the other given as provided below. Notice given to the attorneys referenced below shall be deemed as Notice given to the party.

In the case of Seller: Robert A. Sigel
117 The Paddock Circle
Mashpee, MA 02649

With a copy to: Peter J. Dawson, Esq.
Mirick, O'Connell, DeMallie & Lougee, LLP
100 Front Street
Worcester, MA 01608-1477
pdawson@mirickoconnell.com

In the case of Purchaser to: JMC/TBG LEICESTER, LLC
100 Grandview Road, Suite 207
Braintree, MA 02184
Attn: Richard High, Manager

And to: John A. Brennan, Jr.
Walnut Street Associates LLC
1 Walnut Street, Suite 3
Boston, MA 02108

With a copy to: Thomas P. Harrison, Esq.
WaltersLacey LLP
100 Long Pond Road #1122
Plymouth, MA 02362
tharrisoneseq@verizon.net

17. PARTIES; ASSIGNMENT. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Purchaser and Seller and their respective heirs, legal representatives, successors and assigns. On or before Closing, Purchaser may assign its rights and delegate its duties under this Agreement to any individual, corporation, partnership, limited partnership, limited liability company, limited liability limited partnership, joint venture, or other person or entity: (i) controlled by or under common control with Purchaser (or principals or affiliates of Purchaser); (ii) in which Purchaser (or principals or affiliates of Purchaser) is a general partner, member or manager; or (iii) in which Purchaser (or principals or affiliates of Purchaser) has an economic interest, provided that Purchaser holds Seller harmless and indemnifies Seller from any liability for said assignment and the assignee accepts in writing all rights and obligations under this Agreement. Notwithstanding Purchaser's right to assign, Purchaser shall remain fully liable for all of its rights and obligations under this Agreement in the event Purchaser's designated assignee defaults under this Agreement.

18. ENTIRE AGREEMENT; MODIFICATION. This Agreement supersedes all prior discussions and agreements (including the offer letter) between Seller and Purchaser (and/or their respective affiliates) with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement. In order to facilitate the transaction contemplated by this Agreement, the parties grant to their respective attorneys the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any Notice that may be given under this Agreement, and the parties may rely upon the signature of such attorneys (including faxed or emailed signatures) unless they have actual knowledge that a party has disclaimed the authority granted herein. The submission of a draft of this Agreement or summary of some or all of its provisions does not constitute an offer to sell or acceptance of an offer to buy the within Premises. It is understood and agreed that neither the Purchaser nor the Seller shall be legally obligated with respect to the purchase and sale of the within Premises unless or until this Agreement has been executed by both the Purchaser and the Seller and a fully executed copy thereof has been delivered to both Parties.

19. SURVIVAL. Except to the extent specifically set forth herein to the contrary, this Agreement shall be merged into the instruments and documents executed and delivered at the Closing, shall not be recorded in the public records and shall not survive the Closing.

20. EXHIBITS. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

21. CAPTIONS. All captions, headings, paragraphs, and subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit, or otherwise vary in any respect the text of this Agreement.

22. REFERENCE. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Agreement. Unless otherwise specified in this Agreement, the terms "herein", "hereof", "hereunder", and other terms of like or familiar import, shall be deemed to refer to this Agreement as a whole, and not to any particular paragraph or subparagraph hereof. The terms "Seller" and "Purchaser" shall be construed in the singular or plural as the context shall require and the appropriate gender will be read into all pronouns used herein to reference any of said parties whenever the context of this Agreement shall so require.

23. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

24. WAIVER. Any condition or right of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived by such party for whose benefit the condition or right exists.

25. RIGHTS CUMULATIVE. Except as expressly limited by the terms of this Agreement), all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those given by law or equity.

26. TIME. Time is of the essence hereof.

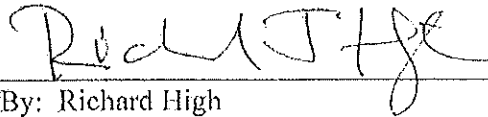
27. RELATIONSHIP OF THE PARTIES. Nothing herein contained shall be deemed to: (i) create a relationship between Seller and Purchaser as other than seller and buyer, (ii) authorize either party to bind the other in any manner whatsoever, or (iii) create a fiduciary duty on the part of either party to the other.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed and delivered this Agreement.

PURCHASER:

JMC/TBG LEICESTER, LLC

A handwritten signature in black ink, appearing to read "Richard High", written over a horizontal line.

By: Richard High

Title: President and Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed and delivered this Agreement.

SELLER:

Robert A. Sigel, Trustee of the Trust for the
Benefit of Jeremy Sigel

Paul A. Silver, Trustee

Paul A. Silver, Trustee of the Trust for the
Benefit of Jeremy Sigel

Robert A. Sigel, Trustee of the Trust for the
Benefit of Joshua Sigel

Paul A. Silver, Trustee

Paul A. Silver, Trustee of the Trust for the
Benefit of Joshua Sigel

Robert A. Sigel, Trustee of the Trust for the
Benefit of Zachary Sigel

Paul A. Silver, Trustee

Paul A. Silver, Trustee of the Trust for the
Benefit of Zachary Sigel

Robert A. Sigel, Trustee of the Trust for the
Benefit of Evan Sigel

Paul A. Silver, Trustee

Paul A. Silver, Trustee of the Trust for the
Benefit of Evan Sigel

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed and delivered this Agreement.

SELLER:

Robert A. Sigel

Robert A. Sigel, Trustee of the Trust for the
Benefit of Jeremy Sigel

Paul A. Silver, Trustee of the Trust for the
Benefit of Jeremy Sigel

Robert A. Sigel

Robert A. Sigel, Trustee of the Trust for the
Benefit of Joshua Sigel

Paul A. Silver, Trustee of the Trust for the
Benefit of Joshua Sigel

Robert A. Sigel

Robert A. Sigel, Trustee of the Trust for the
Benefit of Zachary Sigel

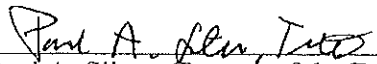
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Robert A. Sigel

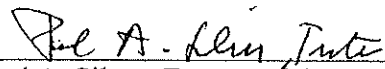
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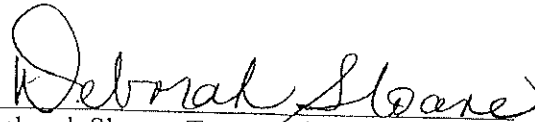
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Deborah Sloane, Trustee of the Trust for the
Benefit of Adam Sloane


Paul A. Silver, Trustee of the Trust for the
Benefit of Adam Sloane

Deborah Sloane, Trustee of the Trust for the
Benefit of Julie Sloane


Paul A. Silver, Trustee of the Trust for the
Benefit of Julie Sloane



Deborah Sloane, Trustee of the Trust for the
Benefit of Adam Sloane

Paul A. Silver, Trustee of the Trust for the
Benefit of Adam Sloane



Deborah Sloane, Trustee of the Trust for the
Benefit of Julie Sloane

Paul A. Silver, Trustee of the Trust for the
Benefit of Julie Sloane

EXHIBIT A

PROPERTY

94 Huntoon Memorial Highway

That certain parcel of land situated in the Town of Leicester, Worcester County, Commonwealth of Massachusetts, shown as Lot A-1 on a plan entitled "Subdivision Plan of Land in Leicester, Massachusetts," dated August 20, 2020, prepared by VHB, Inc., and recorded with the Worcester District Registry of Deeds in Plan Book 953, Plan 19.

Containing 28.661 acres of land, more or less, according to said plan.

Being a portion of the premises conveyed by deed recorded with the Worcester District Registry of Deeds in Book 53685, Page 102.

Record and Return to:

This space reserved for Recorder's use only

NOTICE OF NONEXERCISE OF FIRST REFUSAL OPTION
PURSUANT TO M.G.L. C. 61, §8

Pursuant to M.G.L. c. 61, § 8, the Town of Leicester (the "Town") hereby gives notice that by vote of its Select Board duly taken on _____, 2021, the Town elected not to exercise or assign its first refusal option to purchase that certain parcel of land situated in the Town of Leicester, Worcester County, Commonwealth of Massachusetts, shown as Lot A- 1 on a plan entitled "Subdivision Plan of Land in Leicester, Massachusetts," dated August 20, 2020, prepared by VHB, Inc., and recorded with the Worcester District Registry of Deeds in Plan Book 953, Plan 19.

Containing 28.661 acres of land, more or less, according to said plan.

Being a portion of the premises conveyed by deed recorded with the Worcester District Registry of Deeds in Book 53685, Page 102.

[Signatures on next page.]

EXECUTED under seal this _____ day of _____, 2021.

TOWN OF LEICESTER

BY ITS SELECT BOARD

Rick Antanavica, Chair

John Shocik, Vice Chair

Herb Duggan, Jr., Second Vice Chair

Dianna Provencher

Allen R. Phillips, Sr.

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2021, before me, the undersigned notary public, _____ personally appeared, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the voluntary act of the Select Board of the Town of Leicester.

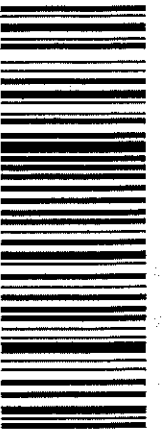
Notary Public

Printed Name: _____

My Commission Expires: _____

[Seal]

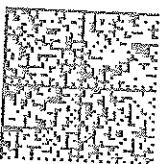
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MIRICK O'CONNELL

ATTORNEYS AT LAW

100 FRONT STREET
WORCESTER, MA 01608-1477

TO:

Leicester Select Board
c/o Deborah K. Davis, Town Clerk
Leicester Town Hall
3 Washburn Square
Leicester, MA 01524

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: TOWN OF LEICESTER (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code: EPS	
Legal Address: (W-9, W-4): Town Hall 3 Washburn Sq, Leicester, MA 01522-1333		Business Mailing Address: 1 Ashburton Place, Suite 2133, Boston MA 02108	
Contract Manager: David A Genereux	Phone: 978-833-0306	Billing Address (if different):	
E-Mail: genereusd@leicesterma.org	Fax: 508-892-7070	Contract Manager: Nilsa Morales	Phone: 617-274-5558
Contractor Vendor Code: VC6000191851		E-Mail: nilsa.morales2@mass.gov	Fax: 617-727-4764
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 2022TOWNOFLEICESEARM	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$90,000.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The Town will expend \$15K for safety improvements to the police department and an additional \$75K will be expended by the fire department for the purchase of extrication tools.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2022</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Rick Antanavica</u> Print Title: <u>Chair, Leicester Select Board.</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Emi Joy</u> Print Title: <u>Chief Financial Officer</u>	



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR

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

November 15, 2021

To: Select Board
From: David Genereux, Town Administrator
RE: Memorial School Disposition

I am writing to recommend that the Town begin the process to surplus the Memorial School. As the Board is aware, we had a mold remediation issue crop up over the summer, as well as multiple incidents of vandalism. The Town lacks the resources to maintain a building that serves no future purpose, now that the Town is proceeding with the Becker acquisition, so it would make sense to start the process required to sell the building.

Thus far, I have had interest from 5 parties:

- A local manufacturer operating in rented quarters who would like his own location
- A non-profit seeking to open an educational/live in facility
- Three other parties interested in the property, without offering a defined purpose as of yet

I have spoken with a member of the Smith Family, whose patriarch furnished the land for the Memorial School in the first place, and they support repurposing of the building, as long as Lehigh Road is not opened to through traffic. The Town would retain the fields that abut the Memorial School property, with a right of way to access the fields being a stipulation of the sale. I further recommend that we offer the Smith family the naming rights to the fields, in recognition of the land being given to the Town.

The best method to ensure the development of the property at the best highest use for the neighborhood is to surplus the building through the Request for Proposals or "RFP" process. This process considers price but looks at other ranking criteria in determining which proposal should be accepted. Use of an Invitation to Bid, or "IFB" process is more common, but it is a strict price comparison; the Town would have to award the bid to the bidder offering the highest price only.

The goal is to remove the liability from the Town's inventory while creating a use that will not be detrimental to the neighborhood. The RFP process is best suited toward that goal.

If I approved by the Board, the advertisement will be placed in early December, with a January due date.

Please contact me with any questions.

**SELECT BOARD MEETING MINUTES
OCTOBER 14, 2021 AT 6:20 PM
SWAN LIBRARY, BECKER CAMPUS**

CALL TO ORDER/OPENING

Chair Antanavica called the meeting to order at 6:20pm. Chair Rick Antanavica, Vice-Chair John Shocik, Second Vice-Chair Herb Duggan Jr., Selectman Dianna Provencher, Selectman Allen Phillips, and Town Administrator David Genereux were in attendance.

The Board discussed its policy manual and three-to-five-year goals in general terms. The Board agreed that Mr. Phillips and Ms. Provencher should be involved with HR issues until a permanent solution can be implemented, such as contracted or regional HR services.

There was also discussion regarding the camera article for the Special Town Meeting. Mr. Duggan stated that he had someone look at the Police communications console, and it was determined that it could take most of the communications infrastructure, which would allow for much of the funding to be spent on cameras themselves. Upon further discussion, the Board agreed that it would make sense to have the Public Safety Committee to work with Parks and Recreation on the camera placement. Mr. Genereux agreed to investigate whether installing cameras can result in a reduction of insurance premiums.

The Board discussed forming a committee to negotiate with the State Police Museum on the lease of the Swan Library. The Committee would be comprised of Mr. Duggan, Mr. Phillips, and Mr. Genereux. There was also discussion of adding a forth member from the community.

There was also discussion about putting the Memorial School out to bid, and the potential of adding a Parks Department employee for field and events scheduling.

Motion: A motion to adjourn was made by Mr. Shocik and seconded by Ms. Provencher to adjourn at 9:15pm. Motion carried 5-0-0.

**SELECT BOARD MEETING MINUTES
NOVEMBER 1, 2021 AT 6:00PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

CALL TO ORDER/OPENING

Chair Antanavica called the meeting to order at 6:06pm. 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 – Public Hearing – All Alcohol Liquor License, Common Victualler and General Entertainment Applications – Castle Cantina LLC, 1230 Main Street**

Ms. Forsberg read the public hearing notice as published in the Telegram and Gazette on November 16th.

Motion 110121-1a1: A motion was made by Ms. Provencher and seconded by Mr. Phillips to open the public hearing at 6:11pm. Motion carries 5:0:0.

Ms. Forsberg presented the request from Castle Cantina for common victualler, general entertainment and liquor licenses at 1230 Main Street (former Castle Restaurant). All paperwork appears to be in order and CORI checks were run by PD and passed.

Suhaily Quinones-Lopez and Carlos Lopez discussed the plan for the full-service Spanish restaurant to include a full menu and alcohol in the bar, dining room and outside patio. Proposed hours at 11am-2am 7 days per week.

Motion 110121-1a2: A motion was made by Mr. Phillips and seconded by Mr. Shocik to close the public hearing at 6:28pm. Under discussion, the attorney for Castle Cantina, Dan Cotton, read a letter from Mr. Nicas recommending approval of the licenses. Motion carries 5:0:0.

Motion 110121-1a3: A motion was made by Mr. Phillips and seconded by Ms. Provencher to approve the all-alcohol liquor license, common victualler license and general entertainment license from 11am to 2am 7 days per week for Castle Cantina Tapas Bar and Restaurant at 1230 Main Street in Leicester. Motion carries 5:0:0.

- b. **6:05pm – Prestige Auto Vehicle License Violation Hearing**

Ms. Forsberg read a letter from the Fire Chief which stated that Prestige Auto has still not submitted the required site plans, so the department is unable to move forward at this time. Mr. Bahnan, owner of Prestige Auto, stated that he has met all Fire Department requirements expect for the parking plan. Mr. Bahnan stated he has finally received Conservation Commission approval to move forward with clearing and filling the site to make more room for parking, but he is struggling to get fill. Mr. Bahnan stated he can't get fill until the spring from Holy Cross. He provided a temporary parking plan to the Fire Department, but the architect can't provide a plan to scale until the ground is filled and level.

Motion 110121-1b: A motion was made by Mr. Phillips and seconded by Mr. Duggan to continue the Prestige Auto Vehicle License Violation Hearing to the November 15th Select Board meeting and to ensure a representative from the Fire Department is in attendance. Motion carries 5:0:0.

- c. **6:15pm – Local Rapid Recovery Plan (LRRP) Presentation – Hagerty Consulting**

Sean Nelsen with the Hagerty Consulting group presented an overview of the Town's Local Rapid Recovery Plan which is based on the State's framework and tailored to the unique challenges and COVID 19 related impacts for

downtown revitalization in each of the 165 participating communities. The project consisted of three phases: collecting primary data to measure COVID 19 impacts on the business community, develop locally tailored recovery projects, and finalize a plan to meet both short- and long-term recovery goals. The Board discussed presenting this plan to the Economic Development Committee again as there are new members.

d. 6:30pm – Discuss/Vote on Retiree Health Insurance for 2022

Ken Lombardi with NFP, the Town's health insurance broker, discussed the Harvard Pilgrim proposal for the retiree medical supplement plan. The plan saves both the retirees and the Town money and includes the same prescription drug plan as Fallon. Fallon is getting out of the retail insurance business. There is one issue with coverage for a local provider of hearing aids and glasses, but this is being looked into.

Motion 110121-1d: A motion was made by Mr. Phillips and seconded by Mr. Shocik to authorize the Chair to sign the agreement with Harvard Pilgrim for retiree medicare supplement health insurance. Motion carries 5:0:0.

e. 6:45pm – Discuss/Vote on Municipal COVID Exposure Protocol

Mr. Genereux stated the Town had an issue last week with a COVID 19 exposure in one department. This is the first departmental exposure the Town has had on the municipal side. The Health Director, in consultation with the Public Health Nurse, drafted a policy so the protocols to address exposure to COVID at work are very clear going forward. The policy addresses isolation and quarantine and outline protocols for both depending on the individual employee's vaccination and testing status. The Board asked that the policy be amended to address non-compliance with the policy and to note that the policy is subject to change based on State guidelines.

Motion 110121-1e: A motion was made by Mr. Shocik and seconded by Mr. Phillips to adopt the COVID exposure policy, adding that it is specific to municipal employees. Motion carries 5:0:0.

2. PUBLIC COMMENT PERIOD

No members of the public provided comment.

3. REPORTS & ANNOUNCEMENTS

a. Student Liaison Reports

The Student Liaisons presented updates from the Leicester Public Schools

b. Report of the Town Administrator's Office

The Town Administrator presented updates from the Department written report.

c. Select Board Reports

The Select Board discussed various topics including thanking Karl for putting lights up at the Senior Center, thanks to the Cherry Valley Fire Department for decorating the station, the EDC and Burncoat Park meetings, Veterans Day rededication of Cooney Memorial School, not using the missing man table in the Select Board conference room, thanks to Superintendent Tencza for replacing the flag at the Primary School, relocation of a business' sign that was blocking sight lines, running meetings more professionally, COVID compensation to frontline workers, the Parks and Rec meeting, incident command training for elected officials and town administration and training on how to be a chair and run a board/committee meeting.

4. RESIGNATIONS & APPOINTMENTS

a. Retirement – Sandy Genna – Principal Assessor

Motion 110121-4a: A motion was made by Mr. Shocik and seconded by Mr. Phillips to accept the retirement of Principal Assessor Sandy Genna. Motion carries 5:0:0.

b. Resignation – Anthony Trifone – Paramedic

Motion 110121-4b: A motion was made by Ms. Provencher and seconded by Mr. Phillips to accept the resignation of Anthony Trifone from the position of paramedic. Motion carries 5:0:0.

c. Appointments – EMS CQI Specialists – Christopher Montiverdi & Robert Fitzgerald

Motion 110121-4c: A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Christopher Montiverdi and Robert Fitzgerald as EMS CQI Specialists. Motion carries 5:0:0

d. Appointment – Per-Diem Paramedic – Timothy Lyon

Motion 110121-4d: A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Timothy Lyon as a per-diem paramedic. Motion carries 5:0:0.

e. Appointment – Per-Diem EMT Candidate – Riley Whalen, Shawn Honcharik and Nicole Bourassa-Pratt

Motion 110121-4e: A motion was made by Ms. Provencher and seconded by Mr. Phillips to appoint Riley Whalen, Shawn Honcharik and Nicole Bourassa-Pratt as per-diem EMT candidates. Motion carries 5:0:0.

f. Appoint Municipal Environmental Certifying Officer for CDBG Program – Alaa Abusalah

Motion 110121-4f: A motion was made by Ms. Provencher and seconded by Mr. Phillips to appoint Alaa Abusalah as the Municipal Environmental Certifying Officer for the CDBG Program. Motion carries 5:0:0.

g. Appoint Swan Library Lease Negotiating Team

Motion 110121-4g: A motion was made by Mr. Duggan and seconded by Ms. Provencher to appoint Mr. Phillips, Mr. Shocik and Mr. Genereux to the Swan Library Lease Negotiating Team. Motion carries 5:0:0.

5. OTHER BUSINESS

a. Leicester Travel Basketball – Request to Use Becker Gym

Representatives from the Leicester Travel Basketball league discussed their request to use the Becker Gym. The league has 6 anticipated teams ranging in age from 4th to 8th grade. They are asking to use the Becker gym one night per week from December-March for practices. The Board discussed issues including cleaning and locking the building given the lack of custodial staff and recommended the group check back in with the Town Administrator's office at the end of the month when more decisions about property reuse have been made.

b. Leicester Spencer Raiders – Request to Use Becker Field

Motion 110121-5b: A motion was made by Mr. Phillips and seconded by Ms. Provencher to authorize the Leicester Spencer Raiders to use the Becker field from 8am to 2pm on 11/6 with no parking on the lower level. Motion carries 5:0:0.

c. Senior Center Donations

Motion 110121-5c: A motion was made by Mr. Shocik and seconded by Ms. Provencher to accept the senior center donations. Motion carries 5:0:0.

d. **Set Date, Time & Location for Becker Special Election – December 7, 2021, Town Hall Gym, 12pm-8pm**

Motion 110121-5d: A motion was made by Mr. Phillips and seconded by Mr. Shocik to set the dates, time and location for the Becker Special Election as December 7, 2021 from 12pm-8pm in the Town Hall Gym. Motion carries 5:0:0.

e. **Discuss/Vote on Accepting Juneteenth Independence Day as a Municipal Holiday**

Mr. Genereux discussed the request received from employees to make Juneteenth a paid municipal holiday in the Town of Leicester. This is a State holiday but requires local acceptance to make it a paid holiday as this is not required by law. A number of Towns have adopted Juneteenth as a local municipal holiday. DESE is requiring schools in session to have the day off as a paid holiday. If approved by the Board, the personnel bylaw and union contracts would need to be amended. Municipal employees currently receive 10 paid holidays off. This item was continued to the next Select Board meeting.

f. **Discuss/Vote on Becker Working Groups & Info Sessions**

Mr. Genereux discussed the list of proposed Becker committees as outlined in the packet. Mr. Genereux recommended holding an informational meeting to hear thoughts from the public and form committees. The Board discussed adding a ZBA member to the zoning committee and adding an EDC position on the reuse committee. This item was continued to the next Select Board meeting.

g. **PARC Grant for Towtaid Court Resurfacing – Authorize Town Administrator to Execute Contract**

Motion 110121-5g: A motion was made by Ms. Provencher and seconded by Mr. Shocik to authorize the Town Administrator to execute the PARC Grant Towtaid Court Resurfacing Grant for up to \$55,000. Motion carries 5:0:0.

6. MINUTES

a. **October 14, 2021**

This item was passed over

b. **October 18, 2021**

c. **October 26, 2021**

Motion 110121-6a&b: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the minutes of October 18, 2021 and October 26, 2021. Motion carries 5:0:0.

7. EXECUTIVE SESSION, MGL Chapter 30A, Section 21(a)

a. **Exception #3: Discuss strategy with respect to collective bargaining (Police Union)**

Motion 110121-7a: A motion was made by Mr. Shocik and seconded by Mr. Phillips to enter into executive session at 9:10pm under MGL Chapter 30A, Section 21(a), Exception 3, to discuss strategy with respect to collective bargaining (Police Union). Roll call: 5:0:0.

Motion 110121-8: A motion to adjourn was made by Mr. Duggan and seconded by Ms. Provencher at 10:04pm. Roll call: 5:0:0.

**SELECT BOARD MEETING MINUTES
NOVEMBER 8, 2021 AT 5:00 PM
SWAN LIBRARY, BECKER CAMPUS**

CALL TO ORDER/OPENING

Chair Antanavica called the meeting to order at 5:09 pm. Chair Rick Antanavica, Vice-Chair John Shocik, Second Vice-Chair Herb Duggan Jr., Selectman Dianna Provencher, Selectman Allen Phillips, and Town Administrator David Genereux were in attendance.

The Board discussed its policy manual and three-to-five-year goals in general terms.

During the public comment period, it was stated that the fields at the Town parks were not in good condition with grub infestation in areas, and trash being left on a regular basis. It was estimated the fields need at least \$2,500 in materials alone to begin to reclaim them.

The Board also discussed the Becker reuse committees. Preliminary committee assignments were discussed, which will be voted at a future Select Board meeting. Subject to vote, the assignments are:

Becker Education – Mr. Antanavica

Becker Veterinary Reuse - Mr. Philipps

Becker Zoning – Mr. Shocik

Becker Reuse – Ms. Provencher

Becker Athletic – Mr. Philipps

Becker Finance – Ms. Provencher

Swan Library - Mr. Phillips, Mr. Shocik

The Board then discussed issues with Parks and Recreation. The Board decided that a future meeting would be required, especially in the light of the addition of the Becker fields.

Finally, the possibility of an operational override to finance operations of the campus was briefly discussed. Board members are still opposed to the concept, but understand that additional funding from some sources will be required to adequately maintain the property going forward.

Motion: A motion to adjourn was made by Mr. Duggan and seconded by Ms. Provencher at 7:25 pm. Motion carried 5-0-0.