



PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: December 20, 2021

TIME: 5:00pm

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

REQUESTED BY: Janine Drake, Assistant to the 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/895890309>

-OR-

(571) 317-3122; Access Code: 895-890-309

CALL TO ORDER/OPENING

1. EXECUTIVE SESSION

- a. To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual pursuant to G.L. c. 30A, §21(a)(1)
- b. To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel (Regional Health Director/Regional Health Coordinator) pursuant to G.L. c. 30A, §21(a)(2)
- c. To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body, to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements, pursuant to G.L. c. 30A, §21(a)(3) and (7) and *Suffolk Construction v. DCAMM*, 449 Mass. 444 (2007) – *Prestige Auto*.

2. SCHEDULED ITEMS

- a. 6:00pm – Vote to Sign Bond Anticipation Notes for Purchase of Becker College
- b. 6:05pm – Hillcrest Country Club lease renewal – Hilltop Management, LLC
- c. 6:10pm - Prestige Auto Vehicle License Violation Hearing (continued from 12/06/21)
- d. 6:45pm – Collins Center proposal discussion; LPS/former Becker campus integration

3. PUBLIC COMMENT PERIOD

4. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Report of the Town Administrator's Office
- c. Select Board Reports

5. RESIGNATIONS & APPOINTMENTS

- a. Appointments - Becker Working Groups

6. OTHER BUSINESS

- a. 2022 License Renewals
 - 1. Dippin' Donuts/Coffee Shop 1181 Main St: Common Victualler (CV)
 - 2. Prestige Auto Service 200 South Main St: ABR, Class II & MVR
 - 3. G & L Auto Sales 449 Main St: Class II
 - 4. Breezy Bend RV Center Inc. 418 Pine Street: MV
 - 5. Deja New Leicester, Inc. 100 South Main St: Junk Dealer
 - 6. M & N Gas 200 Main St: Class I & MVR
- b. Accept Senior Center Donation – Camosse Family Foundation - \$2,000
- c. Request for temporary use of Becker Gym for High School basketball/track events (LHS)

7. MINUTES

- a. December 6, 2021

ADJOURN

Executive Session Motion

Board Member 1

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

- a. To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual pursuant to G.L. c. 30A, §21(a)(1)
- b. To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel (Regional Health Director/Regional Health Coordinator) pursuant to G.L. c. 30A, §21(a)(2)
- c. To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body, to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements, pursuant to G.L. c. 30A, §21(a)(3) and (7) and *Suffolk Construction v. DCAMM*, 449 Mass. 444 (2007) – *Prestige Auto*.

The Board will reconvene in open session at the conclusion of the Executive Session.

Board Member 2

Second

Chairperson

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

VOTE BY ROLL CALL

VOTE OF THE SELECT BOARD

I, the Clerk of the Select Board of the Town of Leicester, Massachusetts, certify that at a meeting of the board held December 20, 2021, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: to approve the sale of \$18,830,000 1.50 percent General Obligation Bond Anticipation Notes (the "Notes") of the Town dated December 28, 2021, and payable August 25, 2022, to Jefferies LLC at par and accrued interest, if any, plus a premium of \$160,431.60.

Further Voted: that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated December 7, 2021 and a final Official Statement dated December 14, 2021, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Town Treasurer and the Select Board be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Notes for the benefit of the holders of the Notes from time to time.

Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Notes and to comply with relevant securities laws.

Further Voted: that any certificates or documents relating to the Notes (collectively, the "Documents"), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document; delivery of an executed counterpart of a signature page to a Document by electronic mail in a ".pdf" file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document; and electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

Further Voted: that each member of the Select Board, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Notes were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Dated: December 20, 2021

Clerk of the Select Board



UNIBANK FISCAL ADVISORY SERVICES, INC.
A SUBSIDIARY OF UNIBANK

December 15, 2021

David Genereux, Town Administrator
Melanie Jackson, Treasurer
Town of Leicester, Massachusetts
3 Washburn Square
Leicester, MA 01524

By email

David and Melanie:

This letter discusses the recent sale of \$18,830,000 principal amount of bond anticipation notes (the “Notes”) by the Town of Leicester in advance of the Select Board meeting to be held on December 20, 2021.

Requested from the Select Board

The Board will be asked to take a vote awarding and executing the Notes. The members will also be asked to execute several documents, including the Note certificate. Bond counsel – Locke Lord LLP – will be providing the form of Select Board vote and other documents.

Purpose of the financing

This issue of Notes provides temporary financing for the purchase of the former Becker College campus and for improvements to that property. Permanent financing is expected to occur once the disposition of the property is established.

David Genereux, Town Administrator
Melanie Jackson, Treasurer
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Details of the financing

The Town took bids on the Notes on Tuesday, December 14. Six firms submitted bids as follows:

<u>Bidder</u>	<u>Principal</u>	<u>Premium</u>	<u>Coupon Rate</u>	<u>% NIC*</u>
Jefferies LLC	\$18,830,000.00	\$160,431.60	1.50%	0.2058%
TD Securities	\$18,830,000.00	\$218,238.70	2.00%	0.2395%
Piper Sandler	\$18,830,000.00	\$155,347.50	1.50%	0.2468%
BofA Securities	\$18,830,000.00	\$217,298.00	2.00%	0.2471%
Oppenheimer	\$18,830,000.00	\$150,530.00	1.50%	0.2857%
BNYMellon	\$18,830,000.00	\$204,305.00	2.00%	0.3519%

** NIC is "Net interest cost." This measure of interest cost takes into account the premium bid.*

Jefferies LLC was the lowest bid based on net interest cost; we are recommending that the Board vote to award the Notes to Jefferies.

The Notes are scheduled to settle on December 28, 2021. Proceeds of the issue delivering that day will total \$18,990,431.60, including a premium of \$160,431.60. The premium will cover issuance costs totaling approximately \$39,000. (The effective cost of capital, including costs of issuance, is approximately 0.52%.) The remaining premium will be available to fund costs to be financed under the borrowing authorization. The Notes will mature on August 25, 2022.

Bond/Note Rating

As part of the note issuance process, the Town applied for a rating on the Notes from S&P Global Ratings. The Town currently has a AA+ rating from S&P on its outstanding general obligation bonds. After a review of information that included a discussion with Town officials, S&P affirmed the AA+ rating and assigned a rating of SP-1+, the highest note rating, to the Notes.

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Key points in the S&P credit opinion included –

- The Town benefits from regional economic growth
- Stable financial management environment with well-embedded policies and practices
- Expected continued stable financial operating performance leading to strong reserves
- Low current debt with uncertain future needs
- Low retirement costs but a large unfunded liability

S&P views the following as important in determining future ratings –

- Income and wealth levels
- Financial reserves
- Debt levels
- Pension and OPEB liabilities

Conclusion

I look forward to addressing any questions that may arise at Monday evening's meeting.

Sincerely,



David M. Eisenthal
Vice President/Senior Fiscal Advisor

LEASE OF HILLCREST COUNTRY CLUB

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

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

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

ARTICLE 1

Demised Premises - Term of Lease.

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

Section 1.02. The term of this Lease shall be retroactive to December 1, 2021, (the “Commencement Date”) and shall expire 1 year after the Commencement Date, on November 30, 2022. Notwithstanding the foregoing, Lessee or anyone performing work for Lessee, including Lessor, may enter the Demised Premises prior to the Commencement Date, for the purpose of commencing Lessee’s improvements to the Demised Premises, or in connection with other transition activities, provided such possession and occupancy shall be under all of the terms, covenants, conditions and provisions of this Lease, except rent which shall not commence until the Commencement Date.

ARTICLE 2

Lease payments.

Section 2.01. As provided in Section 2.02, the Lessee shall be obligated to pay the Lessor as follows: \$2,000 per month retroactive to December 1, 2021 and continuing through November 30, 2022.

Section 2.02. Lease payments due shall be made in equal monthly installments as stated above due and payable without demand in advance on the first day of each calendar month.

Section 2.03. All payments of rent shall be made to the Lessor at 3 Washburn Square, Leicester, Massachusetts, or as may be otherwise directed by the Lessor in writing.

Section 2.04. Notwithstanding the terms set in Section 2.01. lease payments shall not be required to be paid to the Lessor for any portion of any month or months during which both

Town of Leicester: Hillcrest Country Club

components of the Demised Premises (Clubhouse and Golf Course) are closed to the public due to the COVID-19 pandemic. Lease payments, pursuant to the terms in Section 2.01, shall resume in full when either portion of the Demised Premises reopens to the public.

Section 2.05. The Lessee shall notify the Lessor of the dates when the Demised Premises shall be closed to the public, as well as when either or both components of the Demised Premises reopen to the public. The lease payments shall be pro-rated based on the number of days in any month that the Demised Premises is partially or fully open. If the Demised Premises is closed for the full month, no payment for that month shall be required.

Section 2.06. The lease payment is the only cost that shall be affected by the closure of the Demised Premises to the public during the COVID-19 pandemic. Lessee shall be responsible for all real estate and personal property taxes, which shall continue to be assessed, without discount. Lessee is also responsible to maintain full insurance on the Demised Premises, as well to keep all other obligations, such as utility accounts and other taxes current. Lessee shall also continue to keep the Demised Premises in good order, through cleaning, golf course maintenance, etc.

ARTICLE 3

Utility Services, Taxes, and Other Assessments.

Section 3.01. Lessee agrees to directly pay, or cause to be paid, to the appropriate entity, all charges for Lessee's electricity, consumption of heating fuel, water and sewer use charges, and will comply with all contracts relating to any such services. Lessee further agrees to directly pay all charges relating to its insurance obligations under this Lease with respect to the Demised Premises. Said insurance obligations only extend to those obligations of a restaurant facility and golf course. Lessee's charges for such utility usage shall be based upon Lessee's actual usage as separately metered. Wherever separate meters do not now exist, Lessor shall install the same at its sole expense. In the event Lessee is billed directly by the utility company for separately metered utilities, then Lessee shall pay such bills directly to the utility company. Lessee agrees to directly pay all taxes, payments in lieu of taxes, and other municipal assessments to the appropriate municipal entity. Payments made by Lessee pursuant to this section shall in no event be considered additional rent or be off-set against rent payments due to Lessor.

ARTICLE 4

Insurance.

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

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

General Aggregate	\$3,000,000.00
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Town of Leicester: Hillcrest Country Club

Products-Completed Operation Aggregate	\$2,000,000.00
Personal and advertising-injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage	amount equal to replacement cost
Medical Expense	\$5,000.00

Automobile Insurance covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits-

Bodily Injury	\$1,000,000 per person \$1,000,000 per accident
Property Damage	\$500,000 per accident

Fire Insurance shall be in an amount equal to the replacement cost of the buildings as determined by the Landlord. The Landlord has determined that the total replacement cost of the Club House as of the date of this agreement is \$300,000 and the replacement cost of the pro shop is \$100,000.

Replacement Cost

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

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

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

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

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

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

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

Town of Leicester: Hillcrest Country Club

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

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

ARTICLE 5

Use of Demised Premises.

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

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

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

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

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

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ARTICLE 6

Compliance with Legal Requirements.

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

ARTICLE 7

Renovation, Conditions, Repairs and Maintenance

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

Section 7.02. Throughout the term of this Lease, the Lessee agrees to maintain the non structural and mechanical components, including but not limited to the sprinkler system and any heating or air conditioning system and grease trap installed by Lessee or caused to be installed by Lessee after the date hereof and the interior of the Demised Premises in the same condition as they are in on the Commencement Date or as they may be put in during the term of this Lease, reasonable wear and tear, damage by fire, if insured, or other insured casualty or unavoidable damage caused by taking or condemnation by public authority or damage caused by Lessor's neglect only excepted, and whenever necessary, to replace plate glass and other glass therein, Lessee's maintenance obligations shall not extend to significant repairs or replacement of the current sprinkler system nor shall Lessee assume liability should the Town's agents adjust such sprinkler system. The Lessor shall be responsible for major repairs and replacements to non- structural and mechanical components (fire sprinklers, HVAC, grease trap, etc.).

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

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

ARTICLE 8

Alterations and Additions.

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

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

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

For the purposes of this Lease, the term "trade fixtures" shall refer to all equipment, machinery and any similar items which Lessee installs in the Premises, regardless of whether such equipment is attached to the Premises, and would qualify as a fixture under Massachusetts real property law. Included, among Lessee's trade fixtures without limitation of the generality of the foregoing, are refrigerators and freezers (including walk-in refrigerators and freezers), ovens, stoves, ranges, disposals, grills, dishwashers, steam tables, counters, bars, bar fixtures, hoods, mixers, kitchen sinks, and light fixtures.

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

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

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

ARTICLE 9

Discharge of Liens.

Section 9.01. Lessee will not create or permit to be created or to remain and will discharge. any lien, encumbrance or charge (on account of any mechanic's, laborer's, materialmen's or vendor's lien, or any mortgage, or otherwise) made or suffered by Lessee which is or might be or become a lien, encumbrance or charge upon the Demised Premises or any part thereof upon Lessee's

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leasehold interest therein, having any priority or preference over or ranking on a parity with the estate, rights and interest of Lessor in the Demised Premises or any part thereof, or the rents, issues, income or profits accruing to Lessor therefrom, and Lessee will not suffer any other matter or thing within its control whereby the rights and interest of Lessor in the Demised Premises or any part thereof might be impaired.

ARTICLE 10

Parking & Landscaping & Golf Course and Garage Maintenance

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

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

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

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

Section 10.05 Lessee agrees to perform all care, upkeep, maintenance and special projects of the golf course, including but not limited to all tee, green, sand traps, fairways, other grounds, shrubberies, equipment and garage in a manner consistent with the most up-to-date features and techniques utilized in the upkeep and maintenance of a golf course. In addition the Lessee, as directed by the Lessor, will be responsible for projects on the golf course other than previously described as upkeep and maintenance. These projects include but are not limited to building and rebuilding tee areas, traps, cart paths, irrigation and any other project Lessor deems necessary for golf course maintenance.

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

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

ARTICLE 11

Fire, Casualty and Eminent Domain.

Section 11.01. Should a substantial portion of the Demised Premises or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the Lessor,

Town of Leicester: Hillcrest Country Club

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

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

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

ARTICLE 12

Indemnification of Lessor.

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

(a) any work or thing done in or on the Demised Premises;

(b) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Demised Premises or any part thereof, including, without limiting the generality of the foregoing, the use or escape of water or the bursting of pipes, the failure to remove snow and ice or from the sidewalks bordering upon the property of which the Demised Premises form a part, or any nuisance made or suffered on the Demised Premises;

(c) any act or omission (with respect to the Demised Premises, or the use or management thereof or this Lease) on the part of Lessee or any of its agents, contractors, customers, servants, employees, licensees, invitees, mortgagees, assignees, sub-tenants or occupants;

(d) any accident, injury or damage to any person or property occurring in or on the Demised Premises; and

(e) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease on its part to be performed or complied with.

In case any action or proceeding is brought against Lessor by reason of any such occurrence, Lessee, upon written notice from Lessor, will, at Lessee's sole cost and expense, resist and defend such action or proceeding or cause the same to be resisted and defended, by counsel designated

Town of Leicester: Hillcrest Country Club

by Lessee and approved in writing by Lessor, which approval shall not be unreasonably withheld.

ARTICLE 13

Mortgages, Assignments and Subleases by Lessee.

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

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

Section 13.03. Each violation of any of the covenants, agreements, terms or conditions of this Lease, whether by act or omission, by and of Lessee's permitted encumbrancers, assignees, transferees, licensees, grantees of a privilege, sub-tenants or occupants, shall constitute a violation thereof by Lessee.

ARTICLE 14

Lessor's Right to Sell.

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

Town of Leicester: Hillcrest Country Club

ARTICLE 15

Default.

Section 15.01. In the event that:

(a) the Lessee shall default in the due and punctual payment of any installment of rent, or any part hereof; when and as the same shall become due and payable and such default shall continue for more than ten (10) days after written notice is given by Lessor; or

(b) the Lessee shall default in the payment of any amounts payable directly by Lessee under Article 3, or any part thereof; when and as the same shall become due and payable, and such default shall continue for a period often (10) days after written notice is given by Lessor; or

(c) the Lessee shall default in the observance or performance of any of the Lessees covenants, agreements or obligations hereunder, other than those referred to in the foregoing clauses (a) and (b), and such default shall not be corrected within twenty-one (21) days after written notice thereof; or

(d) the Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or shall seek or consent or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties, or of the Demised Premises, or shall make any general assignment for the benefit of creditors; or

(e) any court enters an order, judgment or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated or unstayed for an aggregate of sixty (60) days; or

(f) the Demised Premises or any portion thereof shall be abandoned (unless approved by the Lessor), then Lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Demised Premises, to declare this Lease terminated and to remove the Lessee's effects without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Lessee shall indemnify the Lessor against all loss of rent and other payments which the Lessor may incur by reason of such termination during the residue of the term. If the Lessee shall default in the observance or performance of any condition or covenant on Lessee's part to be observed or performed under or by virtue of any of the provisions and any Article of this Lease, the Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of twelve (12%) percent per annum and costs, shall be paid upon demand to the Lessor by the Lessee as additional rent.

Section 15.02. No failure by Lessor to insist upon strict performance of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon breach thereof and no acceptance of full or partial rent during the continuance of any breach, shall constitute a waiver of any such or of any covenant, agreement, term or condition. No covenant, a

Town of Leicester: Hillcrest Country Club

term or condition of this Lease to be performed or complied with by Lessee, and no beach thereof shall be waived, altered or modified except by written instrument executed by Lessor. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

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

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

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

ARTICLE 16

Surrender.

Section 16.01, Lessee shall, upon any expiration or earlier termination of this Lease, remove all of Lessee's goods and effects from the Demised Premises. Lessee shall peaceably vacate and surrender to the Lessor the Demised Premises and deliver all keys, locks thereto, and other fixtures connected thereto, unless Lessor requests removal of the same, and all alterations and additions made to or upon the Demised Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by insured fire or other unavoidable casualty or taking or condemnation by public authority or as a result of Lessor's negligence only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Demised Premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereat, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, after ten (10) days notice to Lessee at its address last known to Lessor, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

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ARTICLE 16A

Transfer of Operations.

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

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

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

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

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

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

ARTICLE 17

Quiet Enjoyment.

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

Town of Leicester: Hillcrest Country Club

ARTICLE 18

Acceptance of Surrender.

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

ARTICLE 19

Notices - Service of Process.

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

ARTICLE 20

Separability of Provisions.

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

ARTICLE 21

Miscellaneous.

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

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

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

Section 21.04. The covenants and agreements herein contained shall, subject to the provisions of

Town of Leicester: Hillcrest Country Club

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

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

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

ARTICLE 22

Bookkeeping and Grounds Audit

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

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

ARTICLE 23

Extension of Term

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

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

ARTICLE 24

Liquor License

Town of Leicester: Hillcrest Country Club

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

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

IN WITNESS WHEREOF, the Lessor and Lessee have signed the same this 20th day of December, 2021.

TOWN OF LEICESTER

SELECT BOARD

LESSEE

BY _____

MEMBER

APPENDIX 2 – EQUIPMENT

Town- Owned Equipment

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



EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
JOHN W. MCCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
UNIVERSITY OF MASSACHUSETTS BOSTON

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December 15, 2021

Marilyn Tencza
Superintendent of Schools
Leicester Public Schools
3 Washburn Square, 3rd Floor
Leicester, MA 01524

Dear Superintendent Tencza:

The Edward J. Collins, Jr. Center for Public Management is pleased to present this proposal to Leicester Public Schools to conduct a study on facilities use and grade reconfiguration for the District's consideration. As we discussed, if the project ultimately requires an architectural firm to develop preliminary plans for any necessary building modifications, the Collins Center could bring on such a firm as a sub-consultant under an amended agreement and cost.

The Center was established in 2008 in the McCormack Graduate School of Policy and Global Studies to further the public service mission of the University of Massachusetts Boston. The Center provides technical assistance to municipalities, school districts, regional governments, and state agencies on all aspects of public management.

The Center is a Massachusetts state government entity. Consequently, the laws of the Commonwealth do not require the District and the University to engage in a statutory procurement process before executing a contract. Please review the proposal that follows and let us know if you have any questions. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Sarah Concannon".

Sarah Concannon
Director of Municipal Services
Edward J. Collins, Jr. Center for Public Management
McCormack Graduate School of Policy and Global Studies
UMass Boston

Leicester Public Schools

PROPOSAL FOR A FACILITIES USE & GRADE RECONFIGURATION STUDY

1. Overview

Leicester Public Schools has expressed interest in partnering with the Collins Center to perform a study of the use of its school facilities including potential grade reconfigurations. The work will include an enrollment study and a public and school community engagement component. Leicester residents have witnessed considerable change in recent years around school facilities, including the shuttering the Memorial School, the development of a plan for construction of a new PK-8 school and its failure in a vote at Special Town Meeting, and the successful purchase of the former Becker College campus. Although there is now more clarity about which facilities will remain active in the District in the years to come, it is important that public engagement be a significant component of the development of options for potential reconfigurations of grades. Qualitative data around community values and preferences are essential to the work.

The District currently uses the following facilities:

<i>Facility</i>	<i>Address</i>	<i>Current Use</i>
Leicester High School	174 Paxton Street	9-12, Preschool
Leicester Middle School	70 Winslow Avenue	5-8
Leicester Elementary (Primary) School	170 Paxton Street	K-4

It is understood that the Town of Leicester will acquire the former Becker College campus on December 27, 2021, with preliminary plans to use certain buildings as a high school facility. Further, the Center understands the present Leicester Middle School facility is in poor condition and unsuitable for continued use by the District. In September 2020, a Special Town Meeting voted down a plan to build a new facility on this site to house grades K-8. Currently, the District plans to stop using the facility and transition it to the Town following acceptance of a final facilities plan.

The Town of Leicester, according to its website, has established nine working groups “to explore reuse options for the former Becker College campus.” Several of these groups have purposes that are relevant to this project. It is the Center’s understanding that these groups will be conducting their business in January, February, and March 2022. It would be useful for the Center team to monitor the progress and findings of these groups.

To begin the project, the Collins Center team will review recent facility assessments and other relevant materials (including those provided to MSBA as part of the District’s recent Statements of Interest) and perform on-site evaluations of District facilities. These evaluations will assess the suitability of the various facilities for use by various grades and/or school programs. This will include not only Leicester High School and Leicester Elementary (Primary) School, but also three buildings on the former Becker campus that have been identified by the District: Borger Academic Center, Fuller Student Center, and Marsh Hall. Note that these evaluations will not include detailed assessments of building condition (for example, envelope condition, systems performance, ADA compliance, etc.) although observations on building condition that may be relevant to grade reconfiguration options may be noted.

The project team will also conduct an enrollment study to review trends and project enrollment by grade. It is understood that the most recently completed enrollment study was done in September 2015 by the New England School Development Council (NESDEC). Updated data will be important in projecting the District’s future classroom and specialty space needs.

The project team, in consultation with District leadership, will develop a comprehensive outreach and engagement strategy affording stakeholders multiple opportunities to provide input and share concerns using various modalities. This will include members of the public and school community (i.e. teachers, staff, and students). It is envisioned that the engagement methods will include one public forum, an online public survey, and up to 3 virtual sessions for members of the school community. In addition, the School Committee will have an opportunity to provide input.

The project team will provide a final report that (1) summarizes the findings with a robust narrative discussion of the quantitative and qualitative data analysis, (2) updates enrollment projections, and (3) outlines the pros and cons of recommended potential grade reconfiguration options for the School Committee to consider.

Note: Due to the COVID-19 pandemic, some meetings may be virtual based on public health guidelines and safety of staff. Others may be in-person and on-site (especially those that involve physical inspection of facilities). The Collins Center and District leadership will work collaboratively to determine the best approach on a case-by-case basis.

2. Proposed Workplan

This project includes the following deliverables:

1. *Public presentation at School Committee meeting of baseline analysis and results of outreach; and*
2. *Final study report in electronic format to include summarized findings, updated enrollment projections, and the pros and cons of recommended potential grade reconfigurations.*

To complete the noted deliverables, the project team proposes the following workplan:

Preliminary Phase: Data Gathering / District Preparation Work

The District will upload the following documents to the Collins Center OneDrive LPS Client Folder in preparation for Task 1 or later as they may become available. Alternatively, links to electronic materials may be provided to the project team.

1. Any existing maps and/or floorplans for the District facilities under consideration;
2. Any facility condition assessments or other materials included in recent Massachusetts School Building Authority (MSBA) SOIs and any other documents relevant to facility condition;
3. Any existing data or information on Becker College facilities condition for the buildings in question;
4. 2015 enrollment study;
5. 10-year, DESE-aligned enrollment history by grade as of October 1, including the follow data sub-sets;
 - a. 10-year history of special education out of district placements;
 - b. 10-year history of school choice enrollment in and out and any projected future plans; and
 - c. 10-year history of homeschools enrollment.
6. 3-year history of building permit data in Leicester;
7. Location and description of any special education programming housed in any school buildings;
8. Location and description of other programming, if any, housed in any school buildings (e.g. extended day programs, space leased to an education collaborative, etc.);
9. District strategic plan and annual goals; and
10. Any and all other materials that may be relevant to the work.

Task 1: Hold initial meeting

The project team will hold an initial meeting with the District to review the goals of the project and discuss the workplan, timeline, etc. Key topics for the meeting will include:

1. Identify District point-of-contact and other District staff who will assist with the work.
2. Review data gathering needs and strategy, including:
 - a. Review materials submitted by the District during the Preliminary Phase, including identifying and resolving any missing items; and
 - b. Develop plan for collecting additional data if necessary.
3. Discuss schedule and process for on-site facility assessments.
4. Strategize regarding public outreach and engagement process:
 - a. Identify key stakeholders to engage;
 - b. Review options under current pandemic guidance;
 - c. Consider the scale, format, etc. of public engagement forum;
 - d. Discuss goals of public survey; and
 - e. Identify communications options and key timelines.
5. Consider options for presentations to School Committee.

Task 2: Attend select Beck College Reuse Working Group meetings

The work of the Becker Education Working Group, the Becker Building Condition Working Group, and to a degree the Becker Finance Working Group could be relevant to this project. The Center project team would like to attend select meetings in order to best understand the findings and recommendations of these groups.

Task 3: Conduct on-site facility and grounds assessments

The project team will conduct on-site facility and grounds assessments, in coordination with District staff. This will include not only Leicester High School and Leicester Elementary (Primary) School, but also three buildings on the former Becker campus that have been identified by the District: Borger Academic Center, Fuller Student Center, and Marsh Hall. If possible, the Center would consider attending the Becker Building Condition Working Group's inspection of these buildings. District staff with relevant perspective and knowledge may be asked to accompany the team, including administration and facilities management staff. Multiple visits to a particular facility may be necessary.

These evaluations will give the study team familiarity with the general environment, sites, adjacencies, and building layouts and allow the assessment of the suitability of the various facilities for use by various grades and/or school programs. Note that these evaluations will not include detailed assessments of building condition (for example, envelope condition, major systems performance, ADA compliance, etc.) although observations on building condition that may be relevant to grade reconfiguration options would be noted in the final report.

Task 4: Complete enrollment study

The Center will work with Town and District staff to gather relevant and necessary data through federal, state, local, and other data sources. The project team will use the cohort survival methodology. This methodology utilizes observed data from the recent past to predict the near-term future, by following the pattern of incoming classes of students as they move up through the grades annually.

Task 5: Develop and deploy outreach and engagement strategy

The Center and District teams recognize the importance of a robust and comprehensive public and school community engagement strategy. During Task 1, key stakeholders will be identified, and engagement strategies

will be developed as appropriate. Stakeholder engagement will include:

1. **Public Forum:** This forum will be conducted in a facilitated discussion format using the World Café Model or a similar structure to encourage open and inclusive participation and expression of a diverse set of opinions and ideas. The session will be designed to ascertain community values and preferences as they relate to facility use and grade configurations. Students will be encouraged to participate. It is anticipated this will occur in August or September 2022.
2. **Public Survey:** An online survey will be developed in order to provide community members with an alternative modality for sharing their perspective. Students will be encouraged to participate.
3. **Virtual Meetings for Teachers and Staff:** The Collins Center team will be available for up to three virtual meetings with teachers and staff in order to provide information about the project, answer questions, and solicit feedback. It is anticipated that this may occur in the beginning, mid-point, and near the end of the project. For example, meetings could be held in February 2022, June 2022, and December 2022.

The Center and the District are committed to ensuring parents, students, educators, staff, and residents have ample opportunities to participate in this process, and the preference will be to hold in-person engagement sessions. However, depending on public health guidance under the current pandemic, any meetings may be conducted virtually, in-person, or through a combined approach. Contingent on timing and public health considerations, the actual form of public engagement will be designed later in the process and agreed upon by both the Center and the District.

Task 6: Present baseline findings and results of engagement to School Committee

The Center team will present summaries of the facility and grounds assessments, enrollment study, and engagement described in Tasks 3-5 to the School Committee. The intent of this presentation is to summarize the data and findings that will inform and shape the development of grade reconfiguration options presented in the final report. Options will not be presented at this stage, except as they may have been identified or otherwise indicated as preferences during the public engagement process. Following the presentation, School Committee members will be offered the opportunity to provide input about values and preferences to the project team.

Task 7: Develop options and submit draft report

The project team will develop grade reconfiguration options and draft the final report. Note that the project team will examine multiple options, but may develop a smaller subset of options to recommend for consideration based on advantages and feasibility. Cost estimates for building condition improvements and/or physical modifications will not be provided except at a high-level. If estimates are provided by Becker College Reuse Working Groups, these estimates will be reviewed and referenced. The draft report will be submitted for review and comment to the District administration. The principal components of the report will include:

1. Summary of facility and grounds assessments;
2. Results of enrollment study;
3. Summary of public engagement;
4. Overview of all grade reconfiguration options considered and, for any that were deemed not to be developed further, an explanation as to why; and
5. Discussion of all grade reconfiguration options recommended for consideration and the pros and cons of each.

Any feedback from the District administration will be incorporated into the report as determined to be appropriate by the Collins Center team.

Task 8: Develop and submit final report

The Center team will finalize and transmit the final, comprehensive report in electronic format. The project team can present the findings to the School Committee at the request of the District leadership.

3. Timeline

Below is a proposed timeline for this project. Note that the start date and timeline are both flexible.

Event	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan
Preliminary Phase	X	X											
Task 1: Initial Meeting	X												
Task 2: Becker Reuse Working Groups	X	X	X										
Task 3: Facility Visits		X		X			X						
Task 4: Enrollment Study					X	X							
Task 5: Public engagement		X				X		X	X			X	
Task 6: Presentation to School Committee										X			
Task 7: Develop options & submit draft											X	X	
Task 8: Submit final report													X

4. Fee for Services

The Collins Center will provide the scope of services presented in this proposal for an all-inclusive fee of \$29,000. The Center will invoice the District \$14,500 after Task 2 and the remaining \$14,500 upon completion of the work.

5. Project Team

The following staff are part of the Center's schools practice team. Please note, individual projects are staffed on a case-by-case basis and are not necessarily inclusive of noted individuals.

Sarah Concannon, Director of Municipal Services

Finance Practice Area Team Lead

Areas of practice: municipal financial management, budgeting, capital planning, municipal operations, performance management, regionalization

Biography

Sarah oversees all the Center's work with municipal clients and leads the finance team. Her project work covers municipal finance, municipal management and operations, performance management, and public engagement. She has been with the Collins Center since the launch of the performance management practice in 2012. Previously she worked as a Development Research Analyst at Clark University in Worcester and a Research Assistant at the Carl Vinson Institute of Government in Athens, Georgia.

Degrees

MPA, University of Georgia
BA, Classics, Bucknell University

Michael Edwards, *Public Services Manager*

Areas of practice: strategic planning, municipal operations, budgeting, capital planning, and citizen engagement

Biography

Mike joined the Collins Center in 2020. He spent more than 11 years serving the City of Auburn, Alabama in the Office of the City Manager, departing as the Budget & Strategic Planning Manager to relocate to New England. He held primary responsibility for developing and implementing Auburn's \$160M+ biennial operating budget and six-year capital improvement plan, including development of budget documents each biennium earning GFOA Distinguished Budget Presentation Award Program recognition. A proponent of citizen and staff engagement and collaborative teambuilding, Mike oversaw Auburn's Annual Citizen Survey and was deeply involved in several high-profile cross-departmental initiatives, including a major departmental reorganization/realignment, a comprehensive Parks, Recreation and Culture Master Plan and numerous strategic planning efforts centered on public facilities. During his time in Auburn, he also served as the City's ADA Coordinator and an Adjunct Instructor in the Political Science Department at Auburn University. Mike is a graduate of the Weldon Cooper Center for Public Service LEAD Program at the University of Virginia.

Degrees

MPA, Auburn University
MBA, Auburn University
BA, History, University of Arizona

Ed Gotgart, *Associate*

Biography

Ed Gotgart practices in the areas of school administration, finance, and operations. He has served in a wide variety of school assignments from classroom teacher to Superintendent during his 45 years in education, and has held leadership positions in K-12 public schools (Wellesley and Framingham), charter schools (Boston University Residential Charter School, South Shore Charter School and Lawrence Family Development Charter School), independent schools (St. Mark's School and Hillside School) and Catholic schools (St. Dominic Savio Preparatory High School). He holds national certification from the Association of School Business Officials (Registered School Business Administrator).

Degrees

EdD, Boston University
MA, Education, Harvard University
MA, Urban Studies, Yale University
BA, Harvard University

Heather Michaud, *Public Services Manager*

Areas of practice: public school district operations and finance, human resources, municipal finance, and information technology

Biography

After spending much of her early career in corporate banking, Heather transitioned into public service. For over a decade she has worked in public school district operations and finance, serving in positions such as data analyst, accountant, manager of accounting and systems, and director of fiscal affairs for Windham and Avon Public

Schools in Connecticut. By writing, implementing, and training staff on best practice-based policies and procedures — covering a multitude of areas such as payroll, benefits, purchasing, accounting, facilities management, nutrition services operations, and student activities — Heather has transformed department activities into exemplary models. Her work implementing modern IT solutions and creating paperless workflows has generated greater efficiency, transparency, and accountability for school districts. Some of Heather's proudest accomplishments include creating and implementing the first nutrition services consortium in Connecticut, designing benchmarking protocols for both certified and non-certified staff negotiation strategies, fashioning, negotiating and implementing health plan changes, instituting risk management practices to address workers compensation costs, and presenting on public school finance best practices at Quinnipiac University's summer 092 administrative certificate program. Heather also serves as Treasurer for her regional school district PTO and sits on the Principal's School Council.

Degrees

MS, Organizational Leadership, Quinnipiac University

BGS, Business Administration, Eastern Connecticut State University



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OFFICE OF THE TOWN ADMINISTRATOR
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December 20, 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 December 2, 2021.

Becker College

- Processed working group applications and set up application sheets for Select Board review. DG
- Prepared and sent out announcements via the website and social media regarding signing up for the Becker working groups. KF
- Trading calls with the Department of Defense, which has inquired about the Becker Campus. Hopefully we will have more information at the next meeting. DG
- Had discussions with a local auctioneer regarding the potential sale of Becker memorabilia. We can do an online auction for anything that we would like to sell for a 15% commission. I have heard from several Becker alumni how would like the opportunity to purchase these items. I expect that we could have the Inventory working group make a list of items to be sold, pending approval by the Board. DG
- Worked with Counsel assembling the Purchase and Sale agreement that was signed by the Chair on December 10.
- Becker P&S Agreement Distribution. JD
- Becker Working Group conversations, promotional discussions, recruitment and applications. JD

Leicester Housing Authority Fire

- Housing has been obtained for all residents as of this writing, according to the LHA. They are expected to be moving from the motel to their respective units in early to mid-January.

Vaccine Clinics

- Planning a date to provide booster shots to homebound individuals in Town.
- Second Becker Clinic - Borger Auditorium at Becker – December 20th from 3pm-8pm (pediatric second shots, adult second shots, adult booster shots). Clinic is 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).
- TA Office Volunteering to assist with registration, observing and “entertaining” guests from 5-8. DG, KF, JD

Grants

- We have obtained an additional \$225,000 annual grant to expand regional health services. This portion of the grant will allow us to hire a full time Epidemiologist, and one full time and one part time social worker to serve the Towns in the Leicester Regional Public Health Collaborative. This is another three-

year grant, with the option of a second three year-round of funding.

- We also are likely to be bringing in another town unto the collaborative shortly, which will generate approximately \$30,000 more in grant funding. We have a meeting next week to finalize the arrangement. DG
- Earmarks for bollards and extrication equipment – Received fully executed State contract back, received the \$90,000 in funding, and purchased extrication equipment KF
- Electric vehicle charging station – Worked with highway to install additional signage at the request of the State in order to be reimbursed for the grant KF
- CARES act – Have not heard of any disallowed expenses, since we made the last invoice substitution in early December. Cautiously optimistic. DG
- MassTrails Grant – Requested abutters lists (Leicester and Spencer) and mailed certified notices to Burncoat Park abutters as required for the Conservation Commission RDA public hearing on the proposed trail improvements grants. KF JD

Projects

- Fire Station Retention Pond Remediation – The project has shut down for the winter. We have signed license agreements for the three properties that are being used for the water remediation project. Below is the seventh week (11/29– 12/03) report from the Contractor, and comments from the Engineer. DG

Contractor:

Drainage Project is winding down for winter shutdown. It would be great to schedule an onsite field meeting ASAP to go over everything that has been done to date and see if everyone is OK with us shutting down and demobilizing from site until the Spring. Still looking for an answer on permanent drainage repair in easement at 22 Warren Avenue. Also, homeowner at 22 Warren Avenue stated that they wanted the area drain on the other side of the easement than shown on plans. We already installed 18" x 6" Tee with 4" reducer as shown on plans.

Engineer:

- We need to coordinate with #22 Warren Ave to determine the species of the replacement tree proposed at the back of the property (in the easement, near the white fence, where the large pine was removed). We showed a 3-3.5" caliper Northern Red Oak here as a placeholder. I could be mistaken, but I believe Dennis indicated that he could have this conversation with the resident.
- A temporary overflow connection was constructed at the edge of the lower stormwater basin, allowing flow from the basin to overtop into the pipe that discharges toward Sargent Pond. The full Outlet Control Structure will be installed in the spring, but this condition should prevent overtopping of the basin during the winter. Dennis has removed the pumps from the basin but will continue to check on the water level periodically.
- The installation of the level spreader at the outfall behind Gleason Way has not yet been completed. This area is pretty muddy right now, so Ben plans to complete the work in the spring. Ben will be installing some additional erosion controls (straw wattles) in the area to ensure that flows discharging from the flared end are conveyed to the intended location.
- Ben coordinated with the Fire Chief to leave the remaining precast drainage structures (to be installed next year) between the back parking lot and the lower basin.
- The majority of work in the upper parking lot (rerouting the roof drain, installation of the inlet structure, and connection to the system in Paxton Street) has been completed. The curbing is functional, in that it is directing the water to the inlet structure, but Ben indicated that he would be resetting it in the spring.
- There is some damage to lawn areas along Gleason and Warren that will be addressed in the spring.

- The shed behind #5 Gleason Way has been re-set. Ben will coordinate with the property owner regarding this item.
- Based on the #22 Warren Ave resident's request to move the area drain to the other side of the pipe, closer to the property line shared with #24 Warren Ave. We're hoping that changing from a dome grate to a flush grate (similar to one of the grates below) will alleviate their concerns and we won't have to change the location, as it would require some modification of the connection that was already installed. I believe Ben said he would have this conversation with the resident.



12" & 15" Standard



12" & 15" Pedestrian

Economic Development

- Continued to work with Rooted Nutrition (formerly Eclectic Nutrition) at 1141 Stafford Street and Cheoy Lee's at 1205 Main Street to obtain required permits for a transfer of ownership. KF
- Continued to assist Castle Cantina at 1230 Main Street with their liquor license and permits required for opening. KF
- Continued discussions with the Brennan Group & VHB regarding the proposed 200-300K square foot building at 90-92 Huntoon.
- Met with Roberta Brien from the Worcester Business Development Corporation about the potential redevelopment of the former Leicester airport. KF DG
- Arranging scheduling and maintaining amicable relations with the Smiths for Memorial School. JD
- Met with Smiths regarding the sale of the Memorial School on December 7th. DG

Citizen issues

- Responded to multiple public records requests from a resident regarding Parks and Rec operations DG
- Assisted a resident with a streetlight issue KF
- Assisted a resident with an electricity aggregation issue KF
- Corresponded with an individual regarding issues on Lakeview Drive DG
- PRR for Robert Lapraee-Dick Realty Trust re: Cultivate info. JD
-

Meetings

- Cooked at the monthly Senior Breakfast on December 16th. DG
- Met with the Smith family regarding the sale of the Memorial School. Good progress was made. DG
- Attended a virtual meeting with Weston and Sampson and our state representatives to discuss potential state assistance to the districts. They are scheduled to present their findings to the Board on January 11th, 2022. DG JD
- LPS at LHS. JD
- Leicester current event discussions with DG KF JD
- LRRP Meeting with CMRPC and Alaa. Attended for about 15 mins. Needed to (wo)man the office. JD

Financial/Budgetary

- Beginning to assemble the budget document for the FY 2023 budget. As there appears to be little change regarding the Town's financial position, I expect that this budget will track similarly to previous fiscal years. Likely to show more needs than funding being available, but without significant reductions. Christmas week will be spent in redoing the large budget spreadsheets and getting them to departments, with a late January due date. DG
- Reviewed and sent out contract for replacement of the fuel management system at the Highway Department. DG
- Submitted quarterly report to MPH regarding the regional health grant. DG
- A successful note sale of the BAN to purchase Becker took place on December 14. Jeffreys, Inc. won the bid for a net interest cost of \$25,514.65. DG

Daily Operations

- Stamping, coding, and submitting invoices for over 75 accounts; prepared payroll for the department JD
- Select Board meeting prep and follow up KF, JD
- Meeting minutes KF
- Scheduled meetings with the Smiths, WooSox, CMRPC, Brookfield BOH and Dpt. Meetings. JD
- Prepared weekly read file JD KF
- Licensing – Reviewed and processed license renewal applications. Finalized all liquor license paperwork for the State. JD
- Continued to work with EMS Director on the return of the used ambulance that did not meet bid specs KF
- Continued to work with Eastern Pearl and their water connection DG
- IT Ticket submissions and follow/up. JD KF
- Opioid Filing. JD
- Overnighting EMS Ambulance checks and correspondence. JD
- Payroll preparation and submittals. JD KF
- Cleaning out office files and clearing office clutter. JD.
- Mailing various letters to Prestige Auto & ABCC. JD
- Updating Treasurer/Collector website's homepage info. JD
- PD Cruiser paperwork transfer with NJ. JD
- Working on Phone issues in Assessor's Office with Connectivity Point and Verizon. JD
- Notarizing Affidavit for Correction and a notarized letter re: Registration issues with the 2012 INTL 400 SER with John Brissette. JD
- Turn-Overs-checks from Licenses and PD Cruiser and Ins. Claims.

Department Assistance

- Fuel Island – Continued to work with Highway Superintendent and legal counsel on contract for repairs to fuel island KF
- Constructed, reviewed, and sent out contract for repairs to the fuel island. DG
- Sale of PD Vehicle – Held bid opening and sold the 2017 Police Interceptor to Liberty Motors in New Jersey for \$6,164.99. Prepared all closing paperwork. KF

Human Resources

- Onboarded new Assessor KF

- Advertised new PD detention clerks KF
- Revised advertisement and reposted Treasurer/Collector Position on MCTA and MMA KF
- Started recruitment of Epidemiologist by advertising through MMA DG
- Working on an IOD claim DG

Training

- MCPPO Supplies and Services Contracting, 2 Weeks into Training. JD

**Note: Janine provides administrative support for all activities in the office*

***Note: Kristen was on vacation from 12/13-12/16*

Last	First	Experience	Availability	Education	Building Condition	Veterinary Reuse	Zoning	Reuse	Athletic/Recreation	Finance	Swan Library	Inventory
Antanavica	Ken	Police Chief; Construction Supervisor	M,T,W,T	x	x	x	x	x	x	x	x	x
Arsenault	Erin	Student Liason	T,W,T			Student Liason						
Ayala	Daniel	School Facilities Director	M,T,W,T		x							
Barker	Amanda	Non-profit Experience	M,T,W,T	x				x				
Battelle	William	Various Committees	T,W					x			x	
Belanger	Doug	Former Selectman	M,T,W,T					x	x			
Benoit	Daniel	Former Selectman; Town Hall Building Committee	M,T,W,T					x				
Boisjolie	Jonathan	School Committee	W,T							SC Appointee		
Brooks	Harry	Former Selectman; Licenced plumber	M,T,W,T		x							
Buckley	Jim	ZBA; Other Committees	M,T,W,T				ZBA Appointee					
Colby	Linda	Retired Teacher; various Committees	M,T,W,T	x								
Connor	Autumn	LHS Coach	T,W	2				3	1			
Connor	Daniel	PB for MBTA Study	M,T,W,T							x		
Corley	Steven	Former SC	M,T,W,T							x		
Cusalito	Peter	Engineer	M,T,W,T		x			x		x		x
Desaulnier	Kevin	Accountant	T,W							x		
Dudley	Dorothy	Advisory Committee	M,T,W,T						x			x
Fisher	Jeffrey	Attorney	M,T,W,T							x		
Fontaine	Joely	Student Liason	M,T,T					x				
Fontaine	Joe	Former Becker PD	T,T	2	3	6	8	1	5	7	4	
Ford-Pelley	Katherine	Teacher/Principal	M,T,W,T	x								
Grimshaw	Jason	Planning Board	M	1			3	2				
Hagguland	Nathan	SC							SC Appointee			
Haley	Hilarie	Grant writing	M,T,T					x				x
Higgenbottom	Christine	Teacher/Historic preservation/various committees	M,T,W,T				x	x				
Hopkins	John	Retired engineer & volunteer	M,T,W,T							x		
Hyland	Rocky	Former Becker Employee	T,W,T		x							
Jasmin	Eric	Renting Becker Kitchen	M,W						x			
Jenkins	Rick	EDC Committee	T,W,T					EDC Appointee				
Johnson	Beth	Asst Principal LHS	M,W,T	x								
Joyce	Francis	Former Becker Employee; Licensed Plumber	M,T,W,T		x					x		
Kelly	Sean	Real Estate	M,T,W,T					x				
Lambert	Dylan		M,T,W,T		x					x	x	
Lapointe	Mark	Electrician, rec team coaching	M,T,T		x			x	x			
Lauder	Tom	SC Chair		SC Appointee								
Layden	Bonita	Various Committees	M,T,W,T (Zoom)					x		x		
Leblanc	Wayne	Former WB Selectman RE Attorney	M,W,T				x	x			x	
Loosemore	Stuart	Chief of Staff - Anne Gobi	M,T,W,T				2	3	1			
Margadonna	Jessica	Parks and Rec	M,T,T						Parks Appointee			
McCance	Donna	School Committee	W,T					x				
McGrail	Dennis	Advisory Committee	M,W,T		x			x				
Mercer	Bob	Former Coach	M,T,W,T		Advisory Appointee						x	
Mero	David	Advisory Chair								Advisory Appointee	Advisory Appointee	
Messier	Paul	Advisory Member				Advisory Appointee						

Monahan	Linda	Retired Postmaster	W,T		x				x	x		x
Moore	Mary	Library Trustee	M,T,T		x		x					
Moore	Andrew	Soccer/Cub Scouts	M,T,W,T	x					x			
Nist	Sharon	PB & other committees	M,T,W,T		x		x	x			x	x
Parent	Pam	Election worker	T,W,T									x
Parke	Jan	Various Committees	T,W					x			x	
Philips	Mychelle		M,T,W,T									x
Reynolds	Jennifer	LPS Athletic Director	W,T						x			
Richardson	Joseph	MCPPO/Facilities Director	M,T,T		x				x			
Robert	William	Builder/Coach	M,T,W,T		x							
Robo	Jan	Retiree	M,T,W,T									x
Robo	Phil	Lions Club, Finance	M,T,W,T					x		1		x
Sears	Suzanne	Various Committees	M,T,T					x		x		
Tebo	Tammy	Former SC Member	M,T,W,T	x					x			
Weikel	Denise		M,T,W,T									x
Weikel	Scott		M,T,W,T						x			
Whalen	Mack	Fire Experience	M,T,W,T		x			x	x			x
Winslow	Ryan	Realtor	M,T,W,T		x							
Zawada	Theodore	LPS Employee	M,W,T	x					x			
Zimmerman	Peter	IT Background	M,T,W,T					x		x	x	x

Last	First	Experience	Availability	Education
Antanavica	Ken	Police Chief; Construction Supervisor	M,T,W,T	x
Barker	Amanda	Non-profit Experience	M,T,W,T	x
Colby	Linda	Retired Teacher; various Committees	M,T,W,T	x
Connor	Autumn	LHS Coach	T,W	2
Fontaine	Joe	Former Becker PD	T,T	2
Ford-Pelley	Katherine	Teacher/Principal	M,T,W,T	x
Grimshaw	Jason	Planning Board	M	1
Lauder	Tom	SC Chair		SC Appointee
Johnson	Beth	Asst Principal LHS	M,W,T	x
Moore	Andrew	Soccer/Cub Scouts	M,T,W,T	x
Tebo	Tammy	Former SC Member	M,T,W,T	x
Zawada	Theodore	LPS Employee	M,W,T	x

SB Rank
NA

Last	First	Experience	Availability	Building Condition	SB Rank
Antanavica	Ken	Police Chief; Construction Supervisor	M,T,W,T	x	
Ayala	Daniel	School Facilities Director	M,T,W,T	x	
Brooks	Harry	Former Selectman; Licenced plumber	M,T,W,T	x	
Cusalito	Peter	Engineer	M,T,W,T	x	
Fontaine	Joe	Former Becker PD	T,T	3	
Hyland	Rocky	Former Becker Employee	T,W,T	x	
Joyce	Francis	Former Becker Employee/Licensed Plumber	M,T,W,T	x	
Lambert	Dylan		M,T,W,T	x	
LaPointe	Mark	Electrician, Baseball/Soccer Coach	M,T,T	x	
McGrail	Dennis	Advisory Committee	M,W, T	x	
Mercer	Bob	Former Coach	M,T,W,T	Advisory Appointee	NA
Monahan	Linda	Retire Postmaster	W,T	x	
Moore	Mary	Library Trustee	M,T,T	x	
Nist	Sharon	PB & other committees	M,T,W,T	x	
Richardson	Joseph	MCPPO/Facilities Director	M,T,T	x	
Robert	William	Builder/Coach	M,T,W,T	x	

Whalen	Mach	Fire Experience	M,T,W,T	x	
Winslow	Ryan	Realtor	M,T,W,T	x	

Last	First	Experience	Availabilty	Veterinary Reuse	SB Rank
Antanavica	Ken	Police Chief; Construction Supervisor	M,T,W,T	x	
Arsenault	Erin	Student Liaison	T,W,T	Student Liason	NA
Fontaine	Joe	Former Becker PD	T,T	6	
Messier	Paul	Advisory Member		Advisory Appointee	NA

Last	First	Experience	Availability	Zoning	SB Rank
Antanavica	Ken	Police Chief; Construction Supervisor	M,T,W,T	x	
Buckley	Jim	ZBA; Other Committees	M,T,W,T	ZBA Appointee	
Fontaine	Joe	Former Becker PD	T,T	8	
Grimshaw	Jason	Planning Board	M	3	
Higgenbottom	Christine	Teacher/Historic preservation/various committees	M,T,W,T	x	
Leblanc	Wayne	Former WB Selectman RE Attorney	M,W,T	x	
Loosemore	Stuart	Chief of Staff - Anne Gobi	M,T,W,T	2	
Moore	Mary	Library Trustee	M,T,T	x	
Nist	Sharon	PB & others	M,T,W,T	x	

Last	First	Experience	Availability	Reuse	SB Rank
Antanavica	Ken	Police Chief; Construction Supervisor	M,T,W,T	x	
Barker	Amanda	Non-profit Experience	M,T,W,T	x	
Battelle	William	Various Committees	T,W	x	
Belanger	Doug	Former Selectman	M,T,W,T	x	
Benoit	Daniel	Former Selectman; Town Hall Building Committee	M,T,W,T	x	
Connor	Autumn	LHS Coach	T,W	3	
Cusalito	Peter	Engineer	M,T,W,T	x	
Fontaine	Joely	Student Liason	M,T,T	x	
Fontaine	Joe	Former Becker PD	T,T	1	
Grimshaw	Jason	Planning Board	M	2	
Haley	Hilarie	Grant writing	M,T,T	x	
Higgenbottom	Christine	Teacher/Historic preservation/various committees	M,T,W,T	x	
Jenkins	Rick	EDC Committee	T,W,T	EDC Appointee	
Kelly	Sean	Real Estate	M,T,W,T	x	
Lapointe	Matt	Electrician, Baseball/Soccer Coach	M,T,T	x	
Layden	Bonita	Various Committees	M,T,W,T (Zoom)	x	

Leblanc	Wayne	Former WB Selectman RE Attorney	M,W,T	x	
Loosemore	Stuart	Chief of Staff - Anne Gobi	M,T,W,T	3	
McCance	Donna	School Committee	W,T	x	
McGrail	Dennis	Advisory Committee	M,W,T	x	
Nist	Sharon	PB & other committees	M,T,W,T	x	
Parke	Jan	Various Committees	T,W	x	
McGrail	Dennis	Advisory Committee	M,W,T	x	
Robo	Phil	Lions Club, Finance	M,T,W,T	x	
Sears	Susan	Various Committees	M,T,T	x	
Whalen	Mack	Fire Experience	M,T,W,T	x	
Zimmerman	Peter	IT Background	M,T,W,T	x	

Last	First	Experience	Availability	Athletic/Recreation	SB Rank
Antanavica	Ken	Police Chief; Construction Supervisor	M,T,W,T	x	
Belanger	Doug	Former Selectman	M,T,W,T	x	
Connor	Autumn	LHS Coach	T,W	1	
Dudley	Dorothy	Advisory Committee	M,T,W,T	x	
Fontaine	Joe	Former Becker PD	T,T	5	
Hagglund	Nathan	SC		SC Appointee	NA
Jasmin	Eric	Renting Becker Kitchen	M,W	x	
Laplante	Mark	Electrician, Baseball/Soccer Coach	M,T,T	x	
Loosemore	Stuart	Chief of Staff - Anne Gobi	M,T,W,T	1	
Margadonna	Jessica	Parks and Rec	M,T,T	Parks Appointee	NA
Monahan	Linda	Retired Postmaster	W,T	x	
Moore	Andrew	Soccer/Cub Scouts	M,T,W,T	x	
Reynolds	Jennifer	LPS Athletic Director	W,T	x	
Richardson	Joseph	MCPPO/Facilities Director	M,T,T	x	
Tebo	Tammy	Former SC Member	M,T,W,T	x	
Weikal	Scott		M,T,W,T	x	
Whalen	Mack	Fire experience	M,T,W,T	x	
Zawada	Theodore	LPS Employee	M,W,T	x	

Last	First	Experience	Availability	Finance	SB Rank
Antanavica	Ken	Police Chief; Construction Supervisor	M,T,W,T	x	
Boisjolie	Jonathan	School Committee	W,T	SC Appointee	NA
Connor	Daniel	PB for MBTA Study	M,T,W,T	x	
Corley	Steven	Former SC	M,T,W,T	x	
Cusalito	Peter	Engineer	M,T,W,T	x	
Desaulnier	Kevin	Accountant	M,T,W	x	
Fisher	Jeffrey	Attorney	M,T,W,T	x	
Fontaine	Joe	Former Becker PD	T,T	7	
Hopkins	John	Retired engineer & volunteer	M,T,W,T	x	
Joyce	Francis	Former Becker Employee/Licensed Plumber	M,T,W,T	x	
Lambert	Dylan		M,T,W,T	x	
Layden	Bonita	Various Committees	M,T,W,T (Zoom)	x	
Mero	David	Advisory Chair		Advisory Appointee	NA
Monahan	Linda	Retired Postmaster	W,T	x	
Robo	Phil	Lions Club, Finance	M,T,W,T	1	
Sears	Susan	Various Committees	M,T,T	x	
Zimmerman	Peter	IT Background	M,T,W,T	x	

Last	First	Experience	Availability	Swan Library	SB Rank
Antanavica	Ken	Police Chief; Construction Supervisor	M,T,W,T	x	
Battelle	William	Various Committees	T,W	x	
Fontaine	Joe	Former Becker PD	T,T	4	
Lambert	Dylan		M,T,W,T	x	
Leblanc	Wayne	Former WB Selectman RE Attorney	M,W,T	x	
Mercer	Bob	Former Coach	M,T,W,T	x	
Mero	David	Advisory Chair		Advisory Appointee	NA
Nist	Sharon	PB & others	PB & other committees	x	
Parke	Jan	Various Committees	T,W	x	
Zimmerman	Peter	IT Background	M,T,W,T	x	

Last	First	Experience	Availability	Inventory	SB Rank
Antanavica	Ken	Police Chief; Construction Supervisor	M,T,W,T	x	
Cusalito	Peter	Engineer	M,T,W,T	x	
Dudley	Dorothy	Advisory Committee	M,T,W,T	x	
Haley	Hilarie	Grant writing	M,T,T	x	
Mero	David			Advisory Appointee	NA
Monahan	Linda	Retire Postmaster	W,T	x	
Nist	Sharon	PB & other committees	M,T,W,T	x	
Parent	Pam	Election worker	T,W,T	x	
Philips	Mychelle		M,T,W,T	x	
Robo	Jan	Retiree	M,T,W,T	x	
Robo	Phil	Lions Club, Finance	M,T,W,T	x	
Weikal	Denise		M,T,W,T	x	
Whalen	Mack	Fire experience	M,T,W,T	x	
Zimmerman	Peter	IT Background	M,T,W,T	x	



TOWN OF LEICESTER

Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

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www.leicesterma.org

December 14, 2021

Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

E-mail: cloutierr@leicesterma.org

The Camosse Family Foundation
10 E Baylies Road
Charlton, MA 01507

Dear Henry and Family:

As Christmas nears what a blessing your Foundation has been to this senior center. Your son came in late last week with a check for \$2,000. I decided to give him a tour of what we have been able to do with the money. It was during the preparation of a Thanksgiving dinner for those displaced by the housing fire when Harry Brooks (a plumber) informed me that our hot water tank was about to give way. This is a 75 gal. propane tank. Having it fail would be a monumental disaster as it would have impacted our large dining room. The cost to replace was close to \$4,000 to replace the tank and the retrofitting. The tank is 22 years old. With your generous donation, it made it possible to have it replaced. Not long ago, we needed a new freezer for our Commercial kitchen. Again, your generosity has allowed us to replace the freezer. It was needed to store the food donations we receive from Project New Hope. This food is then distributed to seniors and families in need.

Again, thank you so much. We are so grateful for your kindness. May you and yours have a blessed Holiday.

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

Cc: Board of Select Persons/Town Administrator

Memo

Date: December 16, 2021
To: David Genereux
Re: High School Sprinkler System
From: Marilyn Tencza, Superintendent

Mr. Genereux,

On December 15, 2021 the alarm on the Jockey pump on the sprinkler system at the high school alerted us to a problem.

Impact Fire Service came in to inspect the jockey pump and determined it could be repaired.

Once the jockey pump was repaired, the technician examined the fire pump and found that it needed repair. That will be taken care of today.

However, upon close inspection of the pipes to the suppression system, he found rocks throughout the pipes from the sprinkler room to the main shut off.

Fire Chief Dupuis and Fire Inspector Wilson were called and we all met at the high school on Wednesday afternoon. The Fire Chief is not going to allow any activities after school hours unless there is a Fire Watch on site.

It is his recommendation that we use Becker College gym for games.

We have moved practices from the high school to the middle school, but we would ask that basketball and Track hold games in the Becker gym. The school will ensure that NFS cleans the facilities as needed.

Basketball Games

12/31	1/18
1/3	1/20
1/10	1/25
1/13	1/27

**SELECT BOARD MEETING MINUTES
DECEMBER 6, 2021 at 5:30PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

CALL TO ORDER/OPENING

Chair Antanavica called the meeting to order at 5:30pm. 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. **5:30pm – Executive Session, MGL Chapter 30A, Section 21(a), Exception 2 – Conduct strategy sessions in preparation for negotiations with nonunion personnel (Principal Assessor)**

Motion 120621-1a1: A motion was made by Mr. Shocik and seconded by Ms. Provencher to enter into executive session at 5:32pm under MGL Chapter 30A, Section 21(a), Exception 2, to conduct strategy sessions in preparation for negotiations with nonunion personnel (Principal Assessor). The Chair declared that to discuss these matters in open session would compromise the position of the Town. **Roll call: 5:0:0.**

Motion 120621-1a2: A motion was made by Mr. Shocik and seconded by Ms. Provencher to go out of executive session at 6:00pm and to resume in open session. **Roll call: 5:0:0.**

- b. **6:00pm – FY22 Tax Classification Public Hearing**

Motion 120621-1b1: A motion was made by Mr. Shocik and seconded by Mr. Phillips to open the FY22 tax classification public hearing at 6:03pm. Motion carries 5:0:0.

Ms. Forsberg read the public notice as published in the Telegram and Gazette, noting that no written comments were received. Principal Assessor Sandy Genna stated that the Town has gone through the revaluation process and the values were certified by the State on November 5th. The average single family home value has gone up by 12.3% in FY22 from \$262,515 to \$294,992. If accepted by the Board, the proposed single tax rate of \$13.99 per thousand will increase the average tax bill by \$155.06, from \$3,971.85 to \$4,126.91. Leicester has historically accepted a single tax rate as 84% of all properties in Town are residential.

Motion 120621-1b2: A motion was made by Ms. Provencher and seconded by Mr. Phillips to adopt the proposed single tax rate of \$13.99 per thousand on appraised property for FY22. **Motion carries 5:0:0.**

- c. **6:15pm – Prestige Auto Vehicle License Violation Hearing (continued from 11/15/21)**

Fire Chief Michael Dupuis showed a PowerPoint with photos of the site and detailed issues including cars blocking egresses, cars stacked 2-3 rows deep in certain areas, drums that need to be removed, debris/spare parts not allowed under a Class II license, and more than the 35 disabled repair cars allowed by the license. The license allows for 150 cars for sale and 35 cars for repair. The owners agreed to adjust the parking plan as requested by the Fire Chief. Chief Dupuis recommended the Board review the number of cars allowed on site as he feels it's a bit excessive. The Board expressed concerns about the number of disabled cars on site, hazards for public safety officials in case of a fire, an area that looks like a salvage yard with items buried in the dirt and the appearance of the site. The owners agreed to put all parts in storage containers.

Motion 120621-1c: A motion was made by Mr. Shocik and seconded by Mr. Phillips to temporarily limit the number of saleable cars on the lot at Prestige Auto to 100 and the amount of repair vehicles on the lot to 35 for a maximum of 135 cars on the lot, to require Prestige Auto to move cars that are stacked layers deep and to

work with the Fire Chief to place them around the lot, and to clean up spare parts on the property and place them in storage containers by December 20th. **Motion carries 5:0:0.**

d. **6:30pm – Eagles Club Change of Manager**

Motion 120621-1d: A motion was made by Mr. Phillips and seconded by Ms. Provencher to approve the change of manager for the Eagles Club to John Ritchie. **Motion carries 5:0:0.**

2. PUBLIC COMMENT PERIOD

Doug Belanger, Town representative to the WRTA, commended the WRTA for their quick response to the Housing Authority fire and requested those involved be recognized by the Select Board.

3. REPORTS & ANNOUNCEMENTS

a. **Student Liaison Reports**

The Student Liaisons provided updates from the Leicester Public Schools.

b. **Report of the Town Administrator's Office**

The Town Administrator presented highlights from his written report.

c. **Select Board Reports**

The Board discussed a variety of topics including sending condolences to Gary Sundgren's family, veterans housing at Becker or Memorial, national grid increases for residents who are not part of the Leicester Community Electricity Aggregation plan, the initial Becker working group meeting which was very well attended, COVID vaccinations, the tree lighting ceremony, the billboard on Route 9 west by St. Joe's which needs to be fixed, and the Santa run on Dec 18th around Town (firefighters donate their time and the union pays for the fuel).

4. RESIGNATIONS & APPOINTMENTS

a. **Retirement – Police Officer – John Caforio, Jr.**

Motion 120621-4a: A motion was made by Mr. Shocik and seconded by Ms. Provencher to accept the retirement letter from Police Officer John Caforio, Jr. and to send a letter of thanks for his service. **Motion carries 5:0:0.**

b. **Resignation – Treasurer/Collector – Melanie Jackson**

Motion 120621-4b: A motion was made by Mr. Duggan and seconded by Mr. Shocik to accept the resignation of Treasurer/Collector Melanie Jackson. **Motion carries 5:0:0**

c. **Resignation – Commission on Disabilities – Deborah Nash**

Motion 120621-4c: A motion was made by Mr. Phillips and seconded by Mr. Shocik to accept the resignation of Deborah Nash from the Commission on Disabilities. **Motion carries 5:0:0.**

d. **Resignation – Firefighter – Jeffrey Clark Jr.**

Motion 120621-4d: A motion was made by Mr. Shocik and seconded by Ms. Provencher to accept the resignation of Firefighter Jeffrey Clark Jr. **Motion carries 5:0:0.**

e. **Resignation – Firefighter – Joseph Avellino**

Motion 120621-4e: A motion was made by Mr. Shocik and seconded Mr. Phillips to accept the resignation of Firefighter Joseph Avellino. **Motion carries 5:0:0.**

f. Resignation – Recruit Firefighters – Logan Laflamme & Christopher O'Brien

Motion 120621-4f: A motion was made by Ms. Provencher and seconded by Mr. Phillips to accept the resignations of recruit firefighters Logan Laflamme and Christopher O'Brien. **Motion carries 5:0:0.**

g. Appointment & Vote on Contract – Principal Assessor – Linda Berisha

Mr. Genereux noted that the Principal Assessor is retiring effective December 30, 2021. The position was advertised and two applications along with a letter of interest from an assessing firm were received. Mr. Genereux stated that due to the small size of the office, he believes it makes sense to continue on with a full-time in-house Assessor.

Motion 120621-4g: A motion was made by Mr. Duggan and seconded by Mr. Phillips to appoint Linda Berisha to the position of Principal Assessor and to sign her department head contract. **Motion carries 5:0:0.**

h. Appointment – Cable Advisory Committee – John Eldridge

Motion 120621-4h: A motion was made by Ms. Provencher and seconded by Mr. Phillips to appoint John Eldridge to the Cable Advisory Committee at an at-large member. **Motion carries 5:0:0.**

i. Appointment – Conservation Commission – Ryan Winslow

Motion 120621-4i: A motion was made by Ms. Provencher and seconded by Mr. Duggan to appoint Ryan Winslow to the Conservation Commission. **Motion carries 5:0:0.**

j. Appointment – Parks and Rec Alternate – Joe Richardson

Motion 120621-4j: A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Joe Richardson as an alternate to the Parks and Recreation Committee. **Motion carries 5:0:0.**

5. OTHER BUSINESS

a. PD Donation

Motion 120621-5a: A motion was made by Mr. Phillips and seconded by Ms. Provencher to accept a \$20 donation to the Police Department from Alice Kenney. **Motion carries 5:0:0.**

b. Vote to execute Participation Agreement on Settlement Agreements dated July 21, 2021 to resolve claim(s) against McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J") resulting from multi-district opioid litigation in which Town of Leicester is a plaintiff

Motion 120621-5b: A motion was made by Ms. Provencher and seconded by Mr. Phillips to authorize the Town Counsel, or the Town Administrator or Assistant Town Administrator to execute the Participation Agreement for the settlement of MDL with McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J") as more fully outlined in the November 23, 2021, letter from the plaintiffs' Executive Committee and Opioid Litigation Special Counsel, and to take other action necessary to effectuate this vote. **Motion carries 5:0:0.**

c. Vote to Sign Becker Purchase and Sale Agreement

Motion 120621-5c1: A motion was made by Mr. Phillips and seconded by Ms. Provencher to authorize the Chair to sign the purchase and sale agreement with Becker College once corrected to include reimbursement for 21E costs and all other figures attached, pending signature from Becker. **Motion carries 5:0:0.**

Motion 120621-5c2: A motion was made by Mr. Phillips and seconded by Mr. Duggan to purchase insurance on the title work for the property at a cost of \$26,000 which protects the Town in perpetuity from defects in the title. **Motion carries 5:0:0.**

d. **2022 License Renewals**

1. **Alcohol & General Licenses:** Barber's Crossing, Inc. 861 Main St: Restaurant-All Alcohol; Common Victualler (CV) & General Entertainment (GE)
2. **Brookside Liquors** 875 Pleasant St: Package Goods-All Alcohol
3. **CV American Legion Post 443, Inc.** 167 Main Street: Club/Veterans Club-All Alc.; CV, GE, Sunday Entertainment & Games-2
4. **Crossroads Marketplace** 1060 Main St: Package Goods-Wines & Malt; & CV
5. **Fraternal Order of Eagles Leicester** 850 Main St: Club/Veterans Club-All Alcohol; & CV
6. **Eller's Restaurant** 190 Main St, CV: Restaurant-All Alcohol; CV & GE
7. **Hillcrest Country Club** 325 Pleasant St: Restaurant-All Alcohol; CV, GE & Game-1
8. **Jan's Package Store** 385 Main St: Package Goods-All Alcohol
9. **Leicester Country Club** 1430 Main St: Restaurant-All Alcohol; CV, GE & Sunday Entertainment
10. **Leicester Package Store** 869 Main St: Package Goods-All Alcohol
11. **Leicester Rod & Gun Club, Inc.** 1015 Whittemore St-Club/Veteran's Club- All Alcohol; CV & GE
12. **Leicester Social Club/KoC** 91 Mannville St: Club/Veteran's Club-All Alcohol; CV & GE
13. **Leroux Liquors** 1044 Main St: Package Goods- All Alcohol
14. **Mill Town Wine Company, LLC** 1141 Stafford St: Package Goods- Wines & Malt
15. **Northeast Pizza 1205 Main St: Restaurant-All Alcohol & CV**

Motion 120621-5d1: A motion was made by Ms. Provencher and seconded by Mr. Phillips to approve license renewals for businesses 1-15 as listed above. **Motion carries 5:0:0.**

16. **General Licenses:** Bill's Pizza & Restaurant 1141 Stafford St: CV
17. **Buddy's Spa** 1080 Stafford St: CV
18. **Dunkin Donuts** 1081 Main St: CV
19. **Gigueres** 148 Main St: CV
20. **Leicester Drive-In Theatre, Inc.** 1675 Main St: CV, GE & Theatre
21. **Tatnuck Driving Range** 55 Marshall St: Outdoor Business
22. **Wal-Mart #3409 1620 Main St: GE & Games-10**

Motion 120621-5d2: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve license renewals for businesses 16-22 as listed above. **Motion carries 5:0:0.**

23. **Vehicles:** A/C Used Cars & Trucks 17 Craig St: Class II
24. **Buckley Auto Body** 22 Mill St: Auto Body Repair (ABR), Class II & Motor Vehicle Repair (MVR)
25. **Classic Automotive Inc.** 1323 Main Street: ABR, Class II, MVR & Rental Car
26. **Convenient Auto Repair & Sales, LLC.** 1135 Stafford St: Class II & MVR
27. **Entwistle's Garage, Inc.** 800 Main St: ABR, Class II & MVR
28. **Joe's Auto Repair** 81 Huntoon Mem. Hwy: ABR
29. **Mac's Auto Repair** 490 Main St: MVR

Motion 120621-5d3: A motion was made by Mr. Phillips and seconded by Ms. Provencher to approve license renewals for businesses 23-29 as listed above. **Motion carries 5:0:0.**

30. **Prestige Auto Service** 200 South Main St: ABR, Class II & MVR

This license renewal was held until the next meeting

31. Route 9 Auto Group, LLC 1323 Main St: Class II

32. Ernie's Cars 515-517 Main St: Class II

33. Warren's Auto Wrecking 20 Pryor Rd: Class III

Motion 120621-5d4: A motion was made by Ms. Provencher and seconded by Mr. Phillips to approve license renewals 31-33 as listed above. **Motion carries 5:0:0.**

34. Alcohol: Eastern Pearl LLC 1060 Main St: Restaurant- All Alcohol

Motion 120621-5d5: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the liquor license renewal for Eastern Pearl as listed above. **Motion carries 5:0:0.**

e. Execute ABCC 2022 Liquor License Renewal Certificate Form

Motion 120621-5e: A motion was made by Ms. Provencher and seconded by Mr. Phillips to execute the ABCC 2022 liquor license renewal certificate form as presented. **Motion carries 5:0:0.**

f. Request to Rent Fuller Campus Center Rooms – Events Central LLC

Motion 120621-5f: A motion was made by Mr. Phillips and seconded by Mr. Duggan to table this request until the Becker groups complete their work over this winter. **Motion carries 5:0:0.**

g. Disclosure – Police Chief pursuant to MGL C.268A Section 19 regarding collective bargaining

Mr. Genereux stated that the union sent a grievance to the police chief due to a recently discovered clause in the supervisor's contract that awards them a day off for not using a sick day every 131 days. As the Chief was previously a sergeant, he could be entitled to a cash payout of back pay owed. The Chief contacted State Ethics who advised him to file a disclosure regarding the potential \$7,138.56 payout and request he be excluded from the grievance process due to a possible financial conflict.

Motion 120621-5g: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the disclosure submitted by Police Chief Ken Antanavica allowing him to be disqualified from arbitrating the grievance as he has a financial interest in the matter. **Motion carries 4:0:1 (Mr. Phillips abstained)**

6. MINUTES

a. November 15, 2021

b. November 16, 2021

c. November 23, 2021

d. November 30, 2021

Motion 120621-6: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the minutes of November 15, 16, 23, and 30, 2021. **Motion carries 5:0:0.**

Motion 120621-7: A motion to adjourn was made by Ms. Provencher and seconded by Mr. Phillips at 7:36pm. **Motion carries 5:0:0.**