



PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: March 7, 2022

TIME: 6:00pm

LOCATION: Select Board Conference Room, 3 Washburn Sq, Hybrid

REQUESTED BY: Kristen L. Forsberg, Assistant Town Administrator

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

Online: <https://meet.goto.com/437090037>

By Phone: (224) 501-3412; Access Code: 437-090-037

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 5:30pm – Executive Session, MGL Chapter 30A, Section 21(a), Exception #3
 - Discuss Strategy with Respect to Collective Bargaining (Police Officer Union)
- b. 6:00pm – Discuss/Vote on One Day Liquor License Requests (30) – Maple Hill Disc Golf, Steve Dodge
- c. 6:00pm – Discuss/Vote on One Day Liquor License Requests (15) – Maple Hill Disc Golf, Kevin Jarvi
- d. 6:15pm – Discuss/Vote on Road Conversion Request – Virginia Drive
- e. 6:30pm - Discuss/Vote on Request to Approve Use of Roads – Tarentino Strong 5K – May 15th

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

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

4. RESIGNATIONS & APPOINTMENTS

- a. Resignation – Charles Laperle Jr. – Police Officer
- b. Appointment – Christopher Goodney, Jr. – Per-Diem EMT
- c. Appointments – Bark Park Committee

5. OTHER BUSINESS

- a. Accept Senior Center Donation
- b. Discuss/Vote on Police Union Memorandums of Understanding (3)
- c. Discuss/Vote on Swan Library Lease with Massachusetts State Police Museum and Learning Center
- d. Discuss/Vote on ARPA Funding (Moose Hill)
- e. 2022 Annual Town Meeting Warrant Discussion
- f. Discuss/Vote on Leicester Athletic Field Regulations
- g. MSBA Statement of Interest & School Closure Statement – Leicester High School Boiler Replacement

6. MINUTES

- a. February 17, 2022
- b. February 22, 2022
- c. February 28, 2022

ADJOURN

Proposed Executive Session Motion

Board Member 1

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

- Exception #3 - Strategy with Respect to Collective Bargaining (Police Officer Union)

The Board will reconvene in open session at the conclusion of 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



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

November 1,, 2021

TO: SELECT BOARD

FROM: KRISTEN L. FORSBERG
ASSISTANT TO THE TOWN ADMINISTRATOR

SUBJECT: Maple Hill Disc Golf (30) One Day Beer/Wine Permit Request

Steven Dodge, General Manager for Maple Hill Disc Golf, has requested a total of (30) one-day beer and wine licenses on the dates as follows. If things go well in 2022, we will be looking to obtain a beer license in 2023 and beyond. We will be partnering with the Milk Room Brewing Company of Rutland, MA who will be providing the insurance certificates and pouring the beer/seltzer.

Maple Hill Weekends, starting Memorial Day (30 days), including the MVP Open disc golf tournament which will be held September 22-25.

- May 28, 29, 30
- June 4, 5
- June 11, 12
- June 18, 19
- June 25, 26
- July 2, 3, 4
- July 9, 10
- July 16, 17
- Sep 9, 10, 11
- Sep 17, 18
- Sep 19, 20, 21, 22, 23, 24, 25 - MVP Open week

Separately, Kevin Jarvi of the Milk Room Brewing Company in Rutland, MA would like to request an additional 15 days,

- July 24, 25
- July 31, Aug 1
- Aug 7, 8
- Aug 14, 15
- Aug 21, 22
- Aug 28, 29
- Sep 3, 4, 5

Maple Hill Disc Golf Weekends

- Manager: Steve Dodge, 508-736-0811
- Facility: Maple Hill Disc Golf, 132 Marshall St, Leicester, MA 01524
- SS# of manager:
- Address of license location: 132 Marshall St., Leicester, MA 01524
- Description of premises: Maple Hill Disc Golf course
- Date of functions: Weekends from Labor Day to Sep 18th as shown above
- Hours of Operation: 11:00 AM to 6:00 PM
- Activity is for-profit
- A certificate of insurance will be provided.
- Name of business providing alcohol (beer/seltzer only): Milk Room Brewing Co
- Address of business: 80 Hillside Rd, Rutland, MA 01543

MVP Open Week, a Disc Golf Pro Tour event – September 19th to 25th

- Manager of function: Steve Dodge, 508-736-0811
- Facility: Maple Hill Disc Golf, 132 Marshall St., Leicester, MA 01524
- SS# of manager:
- Address of license location: 132 Marshall St., Leicester, MA 01524
- Description of premises: Maple Hill Disc Golf course
- Date of function: 9/19/2022 - 9/25/2022
- Hours of operation: 11:00 AM to 9:00 PM
- Activity is for-profit
- A certificate of insurance will be provided.
- Name of business providing alcohol (beer/seltzer only): Milk Room Brewing Co
- Address of business: 80 Hillside Rd, Rutland, MA 01543

Regarding the tournament, we did a good job working with the LPD to ensure Marshall Street and streets close in proximity remained clear. For 2022, in addition to developing more onsite parking, we are currently looking to develop a partnership to provide shuttle service to/from a nearby offsite parking facility. Any leads or introductions towards this end would be greatly appreciated.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steve Dodge", with a stylized flourish at the end.

Steven Dodge
MVP Open Tournament Director
Maple Hill Disc Golf General Manager

Road Acceptance Policy:

1/11/2010, revised 1/21/2010 - Revised by Selectmen 2/08/10

The Board of Selectmen and Planning Board have adopted the following procedural guidelines regarding acceptance of private roads as public ways that received Subdivision Approval prior to September 20, 2006.

[Note: roads that received Subdivision Approval after September 20, 2006 shall follow the submittal and deadline requirements of the most current version of the Leicester Subdivision Rules and Regulations.]

Road acceptance requests must be submitted Sixty (60) Days prior to a scheduled Town Meeting in order to be considered. All road and infrastructure construction work must be completed prior to the 60-day deadline.

1. At the time of submission of the road acceptance request, the following items must be submitted to the Board of Selectmen by the party requesting the road acceptance (herein, the Applicant):
 - a.) The following plans, which shall be separate plan sets, independently numbered, and identified by a Cover Sheet:
 - i.) Acceptance Plan. An Acceptance Plan of all street right-of-ways and easements shall be submitted. The Acceptance Plan shall be submitted on mylar sheets, with three copies printed on paper and a digital copy (in AutoCAD .dwg format or other format acceptable to the Planning Board), prepared in accordance with requirements for retracement survey and suitable for recording at the Worcester District Registry of Deeds pursuant to Massachusetts General Law Chapter 41, Section 81X .
 - ii.) As-Built Plan. A separate As-Built Plan shall be submitted of all roads proposed for acceptance. The As-Built plan shall be submitted in accordance with Section VI.P. of the Leicester Subdivision Rules & Regulations (See Attachment 1).
 - b.) A written confirmation from the Town Engineer that the binder course was exposed to one winter season (Nov. 15 – April 30) prior to the application of the wearing course, and that the completed street and drainage and utility improvements have been exposed to the natural elements and weather conditions during one additional winter season (Nov. 15 - April 30) without substantial damage, or that damage, if incurred, has been repaired and certified by the Town Engineer. Items to be evaluated include, but are not limited to: pavement integrity, including sidewalks, curbing/berm, etc; permanent type grass on all seeded areas; establishment of vegetation on sloped areas; and functional integrity of all parts of the drainage system. Core samples certified by the Town Engineer of the roadway shall be required, unless the depth of pavement was inspected and certified by the Town Engineer during construction.
 - c.) A written confirmation from the Leicester Town Engineer that installation of street trees and other plantings required by these Rules and Regulations and the approved subdivision plan have been completed satisfactorily, that such plantings have been exposed to one winter season (Nov. 15 - April 30) and that damaged plantings, if incurred, have been replaced to the satisfaction of the Town Engineer.

- d.) A certificate by a registered land surveyor indicating that all permanent monuments are in place and are accurately located.
 - e.) Three (3) copies of a legal description by metes and bounds of each road and easement considered for acceptance by the Town.
 - f.) Three (3) copies of the proposed deed conveying a public way easement in the street plus any appurtenant easements to the Town, and legal evidence that the fee in the street has not been conveyed to abutting lot owners or such other opinion of counsel that the developer/grantor has all legal authority to convey the easement to the Town.
 - g.) Written certification from the applicable Water and/or Sewer District(s) that the final water and/or sewer system(s) has been approved by said District(s).
 - h.) Written certification from the Fire Department that the fire hydrants have been approved by the Fire Department
 - i.) Certificate of compliance with conditions imposed on the subdivision by the Conservation Commission under MGL Ch. 131, Section 40 and the Leicester Wetlands Bylaw, as applicable.
 - j.) Copy of recorded deed(s) and other instruments for any common land or public open space, park or other such parcels contained within the subdivision.
 - k.) written evidence from the Town Treasurer and Town Administrator that all property taxes, or other municipal-related cost responsibilities, owed to the Town for land contained within the subdivision owned by the applicant or by the original developer or successors in interest have been paid to the Town.
 - l.) A certified abutters list
2. Following receipt of a road acceptance request, the Board of Selectmen will refer the application to the Planning Board for review and comment.
 3. The Board of Selectmen will hold a road acceptance hearing after the expiration of the required 45 day Planning Board comment period or sooner on receipt of comment. Any minor outstanding non-construction items (e.g. street sweeping) shall be addressed at least seven (7) days prior to the date of the public hearing. Applicants for road acceptance are responsible for the cost of abutter notification and legal posting requirements. Applicant shall be responsible for posting the As Built Plan with the Town Clerk at least seven (7) calendar days before the Town Meeting at which acceptance of the way is to be considered.
 4. Upon favorable action by the Town Meeting, the Applicant shall provide the Board of Selectmen with duly executed easement deeds, the plans as referenced above and the appropriate recording fees for the plan and easements and any other instruments deemed necessary by Town Counsel to complete the conversion of the way to a public way.

Adopted by the Board of Selectmen: February 8, 2010

Adopted by the Planning Board: February 23, 2010

Section VI.P, Leicester Subdivision Rules & Regulations

P. AS-BUILT PLANS:

Upon completion of construction, and before release of the performance guarantee (See Section IV.), the subdivider shall have prepared and submit on mylar, with three paper copies and a digital copy (in AutoCad.dwg format or other format acceptable to the Planning Board), As-Built Plans at 1" = 40', which shall indicate the location of the following as built:

1. Street right-of-way layout and property sidelines of abutting parcels.
2. Edge of pavement, curbs and berm.
3. Underground utilities, including sewers, water mains, drainage culverts. All manholes, valves, services, or other appurtenances to the utility shall be shown.
4. Detention or drainage facilities which serve the roadway proposed for acceptance, including grading, outlet or inlet control structures, rip-rap, or other features of the detention area.
5. Mainline underground cable television, electric conduit and telephone trench. Trench locations may be shown schematically.
6. Appropriate details of construction, showing the technical manner of construction
7. Monuments

The accuracy of such As-Built plan shall be certified by a Registered Land Surveyor. In addition, a Professional Civil Engineer shall certify that all construction was executed in conformance with the subdivision regulations and with all requirements agreed upon as a condition to plan approval. The developer shall be responsible for the repair of this work for a period of one (1) year following original approval of same.

February, 23, 2022

Charles Laperle Jr.

Dear Chief Antanavica,

I am writing this letter to inform you that I will be resigning from my position as a Police Officer for the Town of Leicester, effective March 11, 2022.

I have enjoyed my employment with the Town of Leicester for the past 4 years as a Police Officer; however, I have accepted a position with the Westborough Police Department. I feel as though my family and my career will benefit from this move. I wish the members of the Leicester Police Department and the Town of Leicester all the best.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Charles Laperle Jr.', written over a horizontal line.

Charles Laperle Jr.



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Jillian Harper HOME TEL. _____
ADDRESS: 261 Millbury Street #2 Worcester ma 01610 WORK TEL. _____

EMAIL ADDRESS: _____

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

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

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☐ Four ☒ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☐ Yes ☐ No

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

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: _____

Degree in Digital Marketing

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

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

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

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

Dog trainer and adventure trip hiker in the central MA area

Vice President of BASK- a service dog program in Medway, MA

10+ years of administrative work

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

As a dog owner myself, I would like to see a dog park in the area that is properly run. Where all the visitors are happy!

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

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

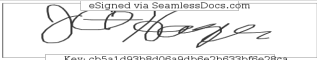
I possess the following training or experience:

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

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
_____	_____	_____
_____	_____	_____
_____	_____	_____

 <small>eSigned via SeamlessDocs.com</small> <small>Key: cb5a1d93b8d05a9db6e2b633b76e20ca</small>	02/18/2022
Signature of Applicant	Date

Thank you for your interest in serving the Town of Leicester



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NAME Stephanie MacGinnis HOME TEL. _____
ADDRESS: 2 Bourne st Worcester Ma 01606 WORK TEL. _____

EMAIL ADDRESS: _____

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

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

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☐ Four ☒ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☐ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

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

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: _____

Some college at Becker for psychology and applied behavior analysis. Dog trainer through Animal behavior college. Certified family dog mediator in 2022.

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

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

If yes, state position(s) and date(s): No

Other Experience: Start with present or last job (include title) and military service assignments.

Exclude organizations' names which indicate race, religion, sex, or national origin.

Former kennel staff at Yankee golden retriever rescue. Current owner and operator

at Howl Mountain Canine as a dog behavior consultant and trainer. Current dog trainer at

Loyal companion in Sudbury.

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

Dog parks can be a great source of enrichment dog dogs in the community, and also a

potential for Conflict and injury. I bring a wealth of knowledge to help educate everyone to prevent the latter.

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

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

I possess the following training or experience:

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

Other Skills & Interests:


Dog training, dog behavior, dog body language. I would love to offer some free

workshops/seminars

To the community to help prevent dog conflicts at the park and keep the park a positive

experience

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
Caregiver at dog shelter		Ygrr in Hudson ma
 <small>eSigned via SeamlessDocs.com Key: cb5a1d93b8d05a9db6e2b633b76e20ca</small>		02/17/2022
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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NAME Stephanie Parke HOME TEL. _____
ADDRESS: 753 Stafford St. Rochdale MA 01542 WORK TEL. _____

EMAIL ADDRESS: _____

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

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

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Are you available for evening meetings?

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Are you available throughout the year for committee meetings?

☒ Yes ☐ No

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

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: _____

Associates degree Early Childhood Education

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

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

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

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

Learn Behavioral Inc. Clinical Service associate (administrative) 8/2021-present

Learn Behavioral Inc. Behavior Technician in ABA 3/2021-8/2021

The Children of Tomorrow Inc. Lead Prekindergarten teacher 8/2013-3/2021

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

I am excited for the opportunity to be on a committee that would benefit the whole town not just families that have students

I also have two dogs myself that I enjoy taking to local dog parks. I have always hoped Leicester

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

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


I possess the following training or experience:

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

Other Skills & Interests: _____

I enjoy hiking, biking, crafting and spending time with my family

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
Wish grantor Make a Wish MA & RI	1/2018-present	MA
Deacon for Faith Church	5/2020-present	Auburn MA
 <small>eSigned via SeamlessDocs.com</small> <small>Key: cb5a1d93b8d05a9db6e2b633b7e2f6a</small>		02/17/2022
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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NAME Peggy Prynosi HOME TEL. _____
ADDRESS: 39 Lakeview Dr WORK TEL. _____
Leicester Ma 01524

EMAIL ADDRESS: _____

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

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

AVAILABILITY FOR MEETINGS

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Are you available throughout the year for committee meetings?

☒ Yes ☐ No

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

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: _____

BA/Penn State

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

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

If yes, state position(s) and date(s): Substitute teacher 1998-2000

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

12 yrs front desk dental office

6 yrs interfaith chaplain

25 yrs graphic artist

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

This committee fits within my interests. I am very involved with our dog (agility, scent work, trials, etc)

and see the need to have a dog park in our community

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

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

I possess the following training or experience:

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

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
Cub Scout and Boy Scout leader	1997-2015	Leicester
_____	_____	_____
_____	_____	_____
_____	_____	_____
<div style="border: 1px solid black; padding: 5px; display: inline-block;">eSigned via SeamlessDocs.com <i>Peggy Prynoski</i> <small>Key: cb5a1d93b8d05a9db0e2b833b0e20fca</small></div>		03/01/2022
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Courtney Skouby HOME TEL. _____
ADDRESS: 37 Salminen Drive WORK TEL. _____
Leicester MA 01524

EMAIL ADDRESS: _____

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

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

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☐ Four ☒ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☐ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

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

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: _____

Rolla Technical Center in Rolla, MO- Licensed Practical Nursing Certificate

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

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

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

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

Spectrum Health Systems-Outpatient Nurse/Lead Nurse

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

I am interested in helping the community grow by provided resources that are helpful and connecting with the towns people. I plan on being a long time resident of Leicester and raising _____

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

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

I possess the following training or experience:

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

Other Skills & Interests: _____
CPR Certification

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
_____	_____	_____
_____	_____	_____
_____	_____	_____

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Signature of Applicant	Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Richard Spaulding HOME TEL. _____
ADDRESS: 87 McCarthy Ave, Cherry Valley MA 01611 WORK TEL. _____

EMAIL ADDRESS: _____

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

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

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☒ Four ☐ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

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

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: _____

Leicester High 1985, Becker 1987

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

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

If yes, state position(s) and date(s): Board of Health, Term expires this year

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

General Manager Papa Ginos

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

I put this idea forward on Facebook at the end of last year to see if there was interest and now that it is in progress I would like to be involved in making it happen

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

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

I possess the following training or experience:

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

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
<u>Board of Health</u>	<u>2016-present</u>	<u>Leicester</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
<div style="border: 1px solid black; padding: 5px; display: inline-block;"><small>eSigned via SeamlessDocs.com</small> <i>Richard J Spaulding</i> <small>Key: cb5a1d93b8d05a9db6e2b633b7e2f7ca</small></div>		<u>02/17/2022</u>
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

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

NAME Paul Stimson Ph.D HOME TEL. _____
ADDRESS: 54 Virginia Drive, Rochdale 01542 WORK TEL. _____

EMAIL ADDRESS: _____

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

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

AVAILABILITY FOR MEETINGS

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Are you available throughout the year for committee meetings?

☒ Yes ☐ No

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

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: _____

Ph.D in Business and Organizational Leadership and Effectiveness. Univ of Conn. M.ED. W.S.U.

BA in Clinical Social Rehabilitation. Assumption C.

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

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

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

Other Experience: Start with present or last job (include title) and military service assignments.

Exclude organizations' names which indicate race, religion, sex, or national origin.

The first part of my experience was as a family and drug counselor and a non profit agency

I also spent several years teaching at the High School and College level

For the Past 35+ years I have been a Executive Leadership / Organizational Effectiveness

Prior to the Pandemic, I was a leadership / training consultant for Senior Leader Development

COMMENTS: Please tell us why you are interested in serving on the committees noted and any

additional comments you may have: _____

I am currently semi-retired & have the time. I am an avid user of the Auburn Dog Park, The Oxford Dog Park and

Hobbs Farm. I own a 2 year old Retriever and have spent countless hours walking the Campus

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

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

I possess the following training or experience:

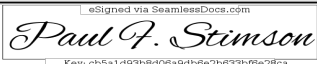
- | | | |
|---|--|--|
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Economics | <input checked="" type="checkbox"/> Education |
| <input type="checkbox"/>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

Other Skills & Interests: _____

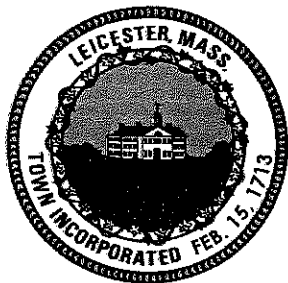
My specialty is in the area of business and organizational complexity and understanding and

designing to produce intended results

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
Volunteer - Program Review for		
_____	_____	_____
_____	_____	_____
_____	_____	_____
 Signature of Applicant		02/18/2022 Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER

Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

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

www.leicesterma.org

February 24, 2022

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

Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

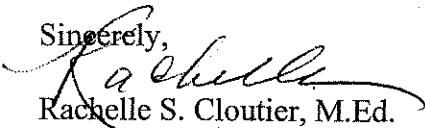
E-mail: cloutierr@leicesterma.org

Dear Henry and Family:

We, as you know, are so very grateful for you and your financial support. The \$2,000 you recently donated to us will be used to replace the food warming station that has just arrived at Alpha Restaurant in Worcester. The one we have now (I showed your family member) is about to wear through the bottom. This would have left us with no place to warm the food that is prepared here daily. It is the generosity of individuals such as yourself and your family that helps us to offer our seniors the many programs and options we have here at this center. Indeed, it is a very active place. Seniors come here for many good reasons. At present they attend exercises and other small programs. They also come from near and far to have their taxes prepared free of charge by AARP tax professionals. We are one of the only senior centers offering this service this year. Slots filled up very quickly and there are none now available.

Beyond the financial assistance for us to purchase a new heating table we will be able to financially support the May 17 grand re-opening of our center to large crowds. Since the onset of the pandemic, we have been limited in our being able to offer anything beyond small groups such as: exercise, knitting, train your brain, counseling, SHINE, RN support where the numbers are no more than 20. Large groups such as our Senior Citizens of Leicester (over 100) and Veterans' (over 150) was prohibited. Recently our Board of Health and Town Administration approved for us to have a Grand Re-opening GALA event on May 17. It was agreed that come May it would be warm enough for us to open our doors and windows and provide fresh air to mitigate concerns with the virus. With lots of preparation and request for financial support we have accomplished our mission. The local Arts Council will financially support the entertainment; a portion of your donation along with others who are willing to help out will support the meal prepared by Ellers (free of charge to our seniors) and VIBRA/the Meadows will provide dessert. We are hoping to have many in attendance at this event. We are so grateful. Thank you as always.

Sincerely,


Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

Cc: Town Administration

Board of Select persons

LEASE OF THE SWAN LIBRARY

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, the Massachusetts State Police Museum and Learning Center (MSPMLC), a Massachusetts Not for Profit corporation having a usual place of business at 308 Providence Road, South Grafton, MA 01560 (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 Select Board.

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 13 Washburn Square, Leicester, MA, a building known locally as the Swan Library (hereinafter referred to as the “Demised Premises”).

Section 1.02. The term of this Lease shall be effective April 1, 2022, (the “Commencement Date”) and shall expire one (1) year after the Commencement Date, on March 31, 2023. 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 for lease payments which shall not commence until the Commencement Date.

Section 1.03. This lease may be cancelled by either party with a ninety (90) day written notice delivered by hand or by first class mail to the usual place of business of the noticed party. Monthly lease payments are to continue to be paid to the Lessor through the date of vacation of the Demised Premises.

ARTICLE 2

Lease payments.

Section 2.01. As provided in Section 2.02., the Lessee shall be obligated to pay the Lessor as follows: \$2,915 per month commencing on April 1, 2022 continuing through March 1, 2023.

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.

Town of Leicester: Swan Library Lease 04/01/22-03/31/23

Section 2.03. All lease payments shall be made to the Lessor at the Town Administrator's office, 3 Washburn Square, Leicester, Massachusetts, or as may be otherwise directed by the Lessor in writing.

ARTICLE 3

Utility Services, Taxes, and Other Assessments.

Section 3.01. Lessee agrees to directly pay, or cause to be paid, to the appropriate entity, all charges for Lessee's electricity, consumption of heating fuel, water and sewer use charges, and 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. 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. Lessee is obligated to pay real estate taxes in accordance with M.G.L. c. 59, § 2B.

ARTICLE 4

Insurance.

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

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

General Aggregate	\$3,000,000.00
Products-Completed Operation Aggregate	\$2,000,000.00
Personal and advertising-injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage	amount equal to replacement cost
Medical Expense	\$5,000.00
<u>Automobile Insurance</u> 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 Lessor. The total assessed value of the Swan Library as of the date of this agreement is \$1,068,100.

Replacement Cost

Lessor reserves the right to increase the replacement value of the building when capital improvements are made to the buildings as permitted under Articles 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.

Insurance coverage in amount and from shall not be deemed acceptable until approved by the Lessor.

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

Section 4.05. 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 museum and educational center. The Lessor represents and warrants that the Demised Premises are zoned so as to permit the use allowed under this lease. Further the Lessor represents it has clear record and marketable title in fee simple to the land and has good authority to make this Lease and the Demised Premises subject to any other lease affecting the Demised Premises. Lessor represents 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 museum and educational center.

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

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

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

ARTICLE 6

Compliance with Legal Requirements.

Section 6.01 Throughout the term of this Lease, Lessee, at its sole cost and expense, will promptly comply with all applicable requirements of law and will procure and maintain all permits, licenses and other authorizations required for any use of the Demised Premises permitted by this Lease. Notwithstanding anything in this Lease to the contrary, no provision hereof shall impose an obligation upon Lessee to make structural improvements to the Premises except as necessitated by the work to be performed by Lessee in the Demised Premises in connection with its renovation plans further described in Articles 7 and/or 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 any heating or air conditioning system 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. The Lessor shall not be responsible for major repairs and replacements to non-structural and mechanical components (HVAC etc.), etc. in the case

where damage to any such system is as a result of Lessee's neglect or actions.

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.

ARTICLE 8

Alterations and Additions.

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

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

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

Section 8.02. Any improvements to the premises to enable it to further comply with the Americans with Disabilities Act (ADA) shall be the sole responsibility of the Lessee and shall be installed at Lessee's sole expense.

Section 8.03. 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.

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.

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Section 8.04. 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.

ARTICLE 9

Discharge of Liens.

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

ARTICLE 10

Signage

Section 10.01. 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. Approval of Lessee's plans by Lessor initialing the same shall be deemed consent by the Lessor to the matters disclosed therein.

Section 10.02 Lessee shall, in addition, be required to comply with all other applicable laws and regulations relating to approval of signs.

ARTICLE 11

Parking & Landscaping

Section 11.01. Lessor shall maintain the exterior parking lots and landscaping on the exterior of the Demised Premises.

Section 11.02. Lessor shall be responsible for directly contracting and paying for snow plowing and other snow and ice removal services at the Demised Premises.

Section 11.03. Lessee shall be responsible for snow and ice removal from walkways and stairways leading to and into the premises.

ARTICLE 12

Fire, Casualty and Eminent Domain.

Section 12.01. 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,

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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 16.01, 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 Lessees fixtures, property or equipment including moving expenses and other expenses provided to the Lessee pursuant to G.L. c. 79A.

ARTICLE 13

Indemnification of Lessor.

Section 13.01. 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

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

ARTICLE 14

Mortgages, Assignments and Subleases by Lessee.

Section 14.01. 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, 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 14.02. No assignment or transfer of any interest in this Lease, 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 14.03. 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 15

Lessor's Right to Sell.

Section 15.01. Lessor reserves the right to sell its interest in 13 Washburn Square In the event of sale, at the Lessor's request, Lessee agrees to deliver to Lessor a certificate stating whether this Lease is in effect and that, to the best of the Lessee's knowledge, there are no defenses or offsets thereto, or stating those claimed by Lessee. In the event of sale of the leased premises or assignment of Lessor's right to receive rent, Lessee may continue to pay rent to the original Lessor until Lessee receives notice from the original Lessor of the sale of assignment. The notice must identify the buyer or assignee, reasonably identify the rights sold or assigned, and must be received at least 10 days before the due date of the rent payment to which it applies.

ARTICLE 16

Default.

Section 16.01. In the event that:

- (a) the Lessee shall default in the due and punctual payment of any installment of lease payment 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

Town of Leicester: Swan Library Lease 04/01/22-03/31/23

Article 2, 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 of 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 16.02. No failure by Lessor to insist upon strict performance of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon breach thereof and no acceptance of full or partial rent during the continuance of any breach, shall constitute a waiver of any such or of any covenant, agreement, term or condition. No covenant, a term or condition of this Lease to be performed or complied with by Lessee, and no breach 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 16.03. 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

Town of Leicester: Swan Library Lease 04/01/22-03/31/23

the event Lessee shall fail or neglect to make any lease payment or other payment 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 16.04. 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 16.05. 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 lease amounts payable under this Lease any payments due from Lessor to Lessee.

ARTICLE 17

Surrender.

Section 17.01, 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.

Section 17.02. In the event of the Lessees 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 Lessees expense, or to retain same under Lessor's control or to sell at public or private sale, after ten (10) days notice to Lessee at its address last known to Lessor, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

ARTICLE 18

Transfer of Operations.

Section 18.01. 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, upon the expiration of the lease term, as such terms may be extended

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Section 18.02. 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 18.03. 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.

ARTICLE 19

Quiet Enjoyment.

Section 19.01. Lessee, upon paying the lease payment and other charges herein provided for and pert and complying with all covenants, agreements, terms and conditions of this Lease on its part to be performed or complied with, shall not be prevented by the Lessor from lawfully and quietly holding, occupying and enjoying the Demised Premises during the term of this Lease, except as specifically provided for by the terms hereof.

ARTICLE 20

Acceptance of Surrender.

Section 20.01. 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 21

Notices - Service of Process.

Section 21.01. 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.

Section 21.02. 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 Select Board, 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 22

Separability of Provisions.

Section 22.01. 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 23

Miscellaneous.

Section 23.01. This Lease may not be modified or amended except by written agreement duly executed by the parties hereto.

Section 23.02. This Lease shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Section 23.03. 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 23.04. The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of Lessor, his successors and assigns; and Lessee, and Lessee's successors and assigns, and no extension, modification or change in the terms of this Lease effected with any successor, assignee or transferee shall cancel or affect the obligations of the original Lessee hereunder.

Section 23.05. 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 23.06. 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 16 hereof entitling Lessor to immediately terminate this Lease.

ARTICLE 24

Extension of Term

Section 24.01 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.

Section 24.02. Lessor requires ninety (90) days-notice by Lessee should Lessee wish to extend the original term of the leases. Extension of the lease beyond the original term shall be the exclusive right of the Lessor. Lessor is under no obligation to extend the term of this lease.

Section 24.03. 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.

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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 7th day of March, 2022.

TOWN OF LEICESTER
SELECT BOARD

Richard Antanavica - Chair

John Shocik – 1st Vice Chair

Herb Duggan, Jr. – 2nd Vice Chair

Allen Phillips, Sr. - Member

Dianna Provencher – Member

LESSEE

BY _____
MEMBER

From: [John Shocik](#)
To: [Genereux, David](#); [Forsberg, Kristen](#); [Janine Drake](#)
Subject: Possible ARPA projects
Date: Saturday, February 19, 2022 9:59:42 AM

Greetings All,

I had a lengthy conversation with Ben Morris, CVRWD superintendent, on Friday, 2/18, about him applying for the Community One Stop grant. Earlier in the day I spoke with Joe Wood, LWSD superintendent, about the same thing, & wanted to let Ben know about it. I told Ben about my idea for possibly funding a study of Moose Hill using some ARPA funds. He told me if we're (selectboard) going to use ARPA funds for Town projects, we should think about replacing fire hydrants in town that are in need of replacement or repairs. Although the districts supply water to said hydrants, the Town owns them & is responsible for them. I think this is a great idea & would like this placed on the agenda of our 3/7 meeting for discussion/vote.

Thanks,
John



Town of Leicester, Massachusetts

Annual Town Meeting Warrant

Annual Town Meeting – May 3th, 2022– 7:00PM

“In the Hands of the Voters”

Meeting location:
Town Hall Gymnasium
3 Winslow Square
Leicester, MA 01524

Version 1 – Published 03/07/2022

SPECIAL MESSAGE FROM THE MODERATOR COVID-19 PRECAUTIONS

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

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

**PLEASE BE ADVISED THAT THERE WILL BE NO ACTION
REGARDING SCHOOL BUILDING PROJECTS AT THIS MEETING.**

Town Rules & Procedures Review

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

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

Town Meetings in Leicester are open only to registered voters.

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

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

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

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

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

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

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

Respectfully,

Donald A. Cherry, Jr. – Town Moderator

WORCESTER, SS.
To a Constable in the Town of Leicester,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Leicester qualified to vote in Town Elections and Town Affairs to meet at the High School Gymnasium, 3 Washburn Square, Leicester, MA on Tuesday, the third day of May 2022 at 7:00 PM, then and there to act on the following articles, namely:

ARTICLE PRIOR YEARS BILLS

To see if the Town will vote to approve to transfer or appropriate a sum of money to pay unpaid bills from a prior fiscal year or take any action thereon.

PROPOSED MOTION

I move that the Town vote to authorize the payment of the following prior year's bills:

<u>Vendor</u>	<u>Date of Invoice</u>	<u>Amount</u>	<u>Reason</u>

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

VOTE REQUIRED FOR PASSAGE Requires a 4/5th's vote.

ARTICLE DEPARTMENT AND/OR WARRANT ARTICLE TRANSFERS -FY2022

To see if the Town will vote to raise and appropriate, transfer from available funds in the Treasury, transfer from other budget accounts, adjust budgets, transfer to/from or adjust existing warrant articles such sums of money as may be necessary to defray expenses and fund various and diverse accounts in the Fiscal Year 2022 operating budget of the Town, any other warrant articles or take any action thereon.

PROPOSED MOTION

I move that the Town vote to transfer the following sums, totaling \$_____ from and to the accounts listed in the table below:

From:	Amount	To:	Amount
Total		Total	

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article would amend the Fiscal Year 2022 operating budget by transferring funds from current fiscal year accounts that have forecast surpluses to the following accounts:

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE FUNDING IMPROVEMENTS AT TOWN PARKS

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

PROPOSED MOTION

I move the Town transfer \$_____ from Free Cash to fund improvements at town parks, the application of said funding to be prioritized by the Leicester Highway Department.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article seeks funding for the maintenance of town parks, several of which have fallen into disrepair.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE ELECTED OFFICIALS SALARIES

To see what compensation the Town will vote to pay elected officials or take any action thereon.

PROPOSED MOTION

I move the Town vote to set the rate of compensation to pay elected officials for fiscal year 2022 as detailed in the May 3, 2022 Spring Annual Town Meeting Warrant.

FISCAL YEAR 2022 ELECTED OFFICIALS PAY RATES	
<u>POSITION</u>	<u>PAY RATE</u>
TOWN CLERK	\$81,090
SELECT BOARD – CHAIR	\$882
SELECT BOARD – MEMBERS (4) each	\$724
SCHOOL COMMITTEE – CHAIR	\$447
SCHOOL COMMITTEE – MEMBERS (4) each	\$197
PLANNING BOARD – CHAIR	\$320
PLANNING BOARD – MEMBERS (4) each	\$276

MODERATOR	\$81
BOARD OF HEALTH – CHAIR	\$320
BOARD OF HEALTH – MEMBERS (2) each	\$276
ASSESSOR – MEMBERS (3) each	\$597
TOTAL ELECTED SALARIES	\$90,271

FINANCE ADVISORY BOARD RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Compensation for elected officials is set by Town Meeting. The proposed 2022 elected officials pay rate is the same as approved by the voters for fiscal year 2021 with the exception of the Town Clerk

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

ARTICLE FY 2022 OPERATING BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2021 and ending on June 30, 2022, as listed in the May 4, 2021 Spring Annual Town Meeting Warrant or take any action thereon.

PROPOSED MOTION

I move the Town vote to approve the budgets of the several Town departments and Town Accounts as printed in the Spring Annual Town Meeting Warrant for the Fiscal Year beginning July 1, 2022, in the aggregate amount of \$30,478,756, and to fund this amount from the following sources:

<i>Transfer from Ambulance Receipts Reserved Account:</i>	<i>\$438,272</i>
<i>Transfer from Conservation Commission NOI Account:</i>	<i>\$9,991</i>
<i>Transfer from Free Cash:</i>	<i>\$55,308</i>

And the balance of the funds in the remaining sum of \$29,975,185 shall be raised and appropriated by taxation.

DEPT #	DEPARTMENT NAME	FY2021 BUDGET	FY2022 BUDGET	FY2023 TOWN ADMIN	\$ CHANGE	% CHANGE
111	LEGAL					
	TOTAL	209,000	80,798	72,045	-8,753	-10.83%
114	MODERATOR					
	TOTAL	151	151	151	0	0.00%
122	SELECT BOARD					
	TOTAL	351,112	306,431	314,282	7,851	2.56%
130	RESERVE FUND					
	TOTAL	50,000	50,000	50,000	0	0.00%
131	ADVISORY BOARD					
	TOTAL	1,325	1,325	1,325	0	0.00%

135	ACCOUNTANT					
	TOTAL	143,619	146,149	153,449	7,300	4.99%
141	ASSESSORS					
	TOTAL	123,911	134,613	132,457	-2,156	-1.60%
145	TREASURER/COLLECTOR					
	TOTAL	166,411	182,870	173,744	-9,126	-4.99%
147	TAX TITLE					
	TOTAL	0	0	0	0	0%
152	PERSONNEL BD					
	TOTAL	250	275	275	0	0.00%
155	IT DEPARTMENT					
	TOTAL	162,060	184,060	188,560	4,500	2.44%
161	TOWN CLERK					
	TOTAL	112,628	126,018	139,239	13,221	10.49%
162	ELECTIONS & REGISTRATIONS					
	TOTAL	40,500	36,500	41,700	5,200	14.25%
180	DEVELOPMENT & INSPECT. SVCS					
	TOTAL	265,332	267,083	268,589	1,506	0.56%
192	TOWN OWNED BLDG MAINT					
	TOTAL	68,281	86,909	86,909	0	0.00%
197	TOWN HALL BLDG MAINTENANCE					
	TOTAL	63,909	66,909	66,909	3,000	4.69%
198	TOWN HALL TELEPHONES					
	TOTAL	6,400	6,400	6,400	0	0.00%
199	OTHER - GENERAL GOV					
	TOTAL	66,451	58,564	33,100	-25,464	-43.48%
210	POLICE DEPT					
	TOTAL	2,033,475	2,271,573	2,316,780	45,207	1.99%
220	FIRE DEPT					
	TOTAL	329,398	390,434	365,963	-24,470	-6.27%
231	AMBULANCE					
	TOTAL	446,123	584,736	Enterprise	-584,736	-100.00%
232	EMERGENCY MANAGEMENT					
	TOTAL	4,813	4,889	4,967	78	1.60%
241	CODE DEPT					
	TOTAL	62,083	74,007	128,667	54,660	73.86%
292	ANIMAL CONTROL					
	TOTAL	33,934	34,444	34,954	510	1.48%
296	INSECT PEST CONTROL					
	TOTAL	7,850	7,850	7,850	0	0.00%

310	SCHOOL					
	TOTAL	17,174,399	17,582,550	17,889,070	306,520	1.74%
420	HIGHWAY DEPT					
	TOTAL	957,002	1,019,546	1,041,814	22,268	2.18%
423	SNOW & ICE					
	TOTAL	121,000	121,000	121,000	0	0.00%
424	STREET LIGHTS					
	TOTAL	58,000	58,000	35,000	-23,000	-39.66%
541	COUNCIL ON AGING					
	TOTAL	101,546	107,239	109,342	2,103	1.96%
543	VETERANS SERVICES					
	TOTAL	126,613	126,748	108,336	-18,412	-14.53%
545	VETERANS GRAVES REG					
	TOTAL	2,400	2,400	2,400	0	0.00%
610	PUBLIC LIBRARY					
	TOTAL	225,435	231,071	239,386	8,315	3.60%
630	PARKS & RECREATION					
	TOTAL	6,450	6,450	6,450	0	0.00%
691	HISTORICAL COMM					
	TOTAL	950	950	950	0	0.00%
692	MEMORIAL DAY COMM					
	TOTAL	3,000	3,000	3,000	0	0.00%
710	MATURING DEBT PRINCIPAL					
	TOTAL	1,155,327	1,026,117	1,052,066	25,949	2.53%
751	MATURING DEBT INTEREST					
	TOTAL	369,949	331,047	293,828	-37,219	-11.24%
752	TEMPORARY LOAN INTEREST					
	TOTAL	20,665	22,665	216,700	194,035	856.10%
753	BOND ISSUE					
	TOTAL	1,100	1,100	1,100	0	0.00%
911	WORC REG RETIREMENT					
	TOTAL	1,456,243	1,556,343	1,717,353	161,010	10.35%
912	WORKER COMPENSATION					
	TOTAL	166,248	191,185	191,185	24,937	15.00%
913	UNEMPLOYMENT COMP					
	TOTAL	141,650	141,650	142,000	350	0.25%
914	EMPLOYEE BENEFITS					

	TOTAL	3,045,765	2,959,175	3,117,782	158,607	5.36%
945	BONDING & INSURANCE					
	TOTAL	216,750	249,263	299,116	49,853	20.00%
Grand Total – All Budgets		30,099,509	30,821,859	31,206,243	384,384	1.25%

FINANCE ADVISORY BOARD RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This is the fiscal year 2023 operating budget for municipal and school services. Property tax proposed to be levied is within the allowances of Proposition 2 ½. We are utilizing the Governor's proposed revenue estimates for local aid. This financial plan meets at the minimum needs of every department and continues to move the Town forward in a sustainable direction. The budget process has been challenging this year due to a number of significant increases in non-discretionary areas of the budget including health insurance and retirement assessments. The FY 2023 budget is \$384,384 greater than the FY 2022 budget. Please note budget allocation below:

Department	FY 22 Budget	FY 23 Budget	\$ Change	% Change
Municipal Budgets	6,760,763	6,237,365	-523,398	-7.74%
School Budget	17,582,550	17,889,070	306,520	1.74%
Unclassified Budget	6,478,545	7,079,808	601,263	9.28%
Totals	30,821,859	31,206,243	312,168	3.80%

The adjusted budget increases are shown in the tables below:

	\$ Change	% Change
FY 2023 Municipal Budget change	-523,398	
Add: Movement of Ambulance budget from General fund to enterprise fund	641,219	
Municipal Net Budget Increase	117,821	1.74%

School Budget Increase	306,520	1.74%
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VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

3

ARTICLE VOCATIONAL TUITION

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to fund the Vocational Tuition expenses for Leicester students for the fiscal year beginning July 1, 2022 or take any action thereon.

PROPOSED MOTION

I move the Town vote to raise and appropriate \$1,023,000 for Vocational Tuition expenses for the Fiscal Year beginning July 1, 2022.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Chapter 74 of the Mass General Laws governs vocational technical education programs in public school districts. This article was moved out of the line item budget and into a separate warrant article starting in FY'16. Tracking these costs independently allows for more accurate accounting of the costs associated with Leicester students attending other schools for vocational education.

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

ARTICLE CENTRAL MASS REGIONAL PLANNING COMMISSION ANNUAL ASSESSMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the FY 2022 assessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate, or take any other action thereon.

PROPOSED MOTION

I move the Town vote to raise and appropriate the sum of \$_____ to fund the FY 2022 3sessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate of \$_____.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

In accordance with Chapter 40B, Section 7 of the Mass General Laws, the Central Mass Regional Planning Commission requires member municipalities to pay the costs and expenses of the Central Massachusetts Regional Planning District each fiscal year. Leicester is a part of this District. The assessment is based on the population of the Town as it appears in the most recent national census (2010). The payment of this assessment will maintain the Town's services provided by the District.

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

ARTICLE 4 FUNDING OPERATIONAL COSTS OF THE FORMER BECKER COLLEGE CAMPUS

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

PROPOSED MOTION

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

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

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

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

ARTICLE ESTABLISHMENT OF AN EMS (AMBULANCE SERVICE) ENTERPRISE ACCOUNT

To see if the Town will vote to establish a EMS (Ambulance Service) Enterprise Fund, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said fund to be funded by fees, charges or other funding received for the provision of Emergency Medical and Ambulance services, and furthermore, to transfer all funds held in the Ambulance Receipts Reserved for Appropriation Account to this fund, said transfer to be the date of passage of this article.

PROPOSED MOTION

I move the Town vote to establish a EMS (Ambulance Service) Enterprise Fund, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said fund to be funded by fees, charges or other funding received for the provision of Emergency Medical and Ambulance services, and furthermore, to transfer all funds held in the Ambulance Receipts Reserved for Appropriation Account to this fund, said transfer to be effective upon passage of this article.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The EMS Department was previously included in the general fund budget, with the receipts collected for services available as a general fund revenue. Creating an enterprise fund for these services will allow the funds to be used exclusively for the provision of emergency medical services. There will be appropriation limit that will have to be set annually, which is included in a separate article on this warrant.

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

ARTICLE FY 2023 EMS (AMBULANCE) ENTERPRISE ACCOUNT APPROPRIATION

To see if the Town will vote to appropriate a sum of moneys to fund the FY 2023 expenses of the WMS (Ambulance) Enterprise Fund, as established by the vote under Article __ of the May 3, 2022 Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said appropriation to be funded by fees received pursuant to the Town's cable licensing agreement, or act on anything relating thereon.

PROPOSED MOTION

I move that the Town vote to appropriate up to \$_____ to fund the FY 2023 expenses of the EMS (Ambulance) Fund, as established by the vote under Article 5 of the May 3, 2022 Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said appropriation to apportioned and funded as follows:

<i>FY 2023 EMS (AMBULANCE) BUDGET</i>	<i>FY21 Budget</i>	<i>FY22 Budget</i>	<i>FY23 Budget</i>	<i>Dollar Change</i>	<i>Percent Change</i>
<i>Salaries</i>	<i>358,489</i>	<i>484,102</i>	<i>633,808</i>	<i>149,706</i>	<i>30.92%</i>
<i>Expenses</i>	<i>87,634</i>	<i>100,634</i>	<i>99,734</i>	<i>-900</i>	<i>-0.89%</i>
<i>Total Budget Appropriation</i>	<i>446,123</i>	<i>584,736</i>	<i>733,542</i>	<i>733,542</i>	<i>25.45%</i>

\$657,438 anticipated to be charged to the EMS (Ambulance) Enterprise fund

\$76,104 anticipated to be charged to the general fund

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This is the first year of the Ambulance enterprise budget. The budget has been increased to due to a rise in ca;; volume

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

ARTICLE OTHER POST-EMPLOYMENT BENEFITS TRUST

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to deposit into the Other Post-Employment Benefit (OPEB) Trust or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$_____ from Free Cash to deposit into the Other Post Employment Benefit (OPEB) Trust Fund.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Other Post-Employment Benefits are benefits that an employer pays to an employee once they retire. Like most public-sector employers, the Town of Leicester provides matching funds towards the health insurance premiums of eligible retirees. In recent years, financial oversight entities including bond rating agencies and the Governmental Account Standards Board have required municipalities to perform an actuarial analysis to project the future cost of the benefits that are being offered. Further they have encouraged municipalities to begin setting funding aside to ensure they are able to make these payments in the future.

The most recent actuarial analysis performed for the Town estimates that the Town's current OPEB liability is \$23.8 million when projected 18 years into the future. By starting to fund this projected obligation now, the Town will be reducing its projected funding requirement. The funds that are being set aside in the trust will only be able to be used to pay for retiree health insurance contributions. These funds will be reflected on the Town's financial balance sheet as an asset that will help offset the liability. The current balance in this fund is \$105,000.

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

ARTICLE STORMWATER MANAGEMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund stormwater management operations throughout the Town, said funds to be expended by the Highway Department, or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$_____ from the Free Cash to a special article for stormwater management throughout the Town, said funds to be expended by the Highway Department.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article funds Stormwater management operations, including operations, professional services and reporting requirements of the Town's MS-4 permit.

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

ARTICLE GROUNDWATER STUDIES AT LANDFILL

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund groundwater and other studies at the former landfill site, said funds to be expended by the Select Board, or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$_____ from Free Cash to fund groundwater and other studies at the former landfill site, said funds to be expended by the Highway Department.

FINANCE ADVISORY BOARD RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The Town is obligated to comply with the Massachusetts Department of Environmental Protection's annual monitoring and testing requirements for the closed landfill. These tasks require routine sampling of groundwater from a series of wells, any required follow up or additional testing based upon the findings and routine readings of landfill gases being produced. The requested funds will fund these required activities in Fiscal Year 2021.

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

ARTICLE FY 2023 CAPITAL IMPROVEMENT PLAN

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the Capital Improvement Plan budget beginning July 1, 2022 and authorize the Select Board to enter into lease purchase agreement(s) for a term of years and to transfer from available funds a sum of money to pay for the initial installments of the lease/purchase agreement(s), or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$_____ from Free Cash to fund the Fiscal Year 2023 Capital Improvement Plan budget to fund the projects/items recommended by the Capital Committee, as listed:

DEPARTMENT	ITEM	AMOUNT
	Total FY 2023 Capital Plan	\$0.00

CAPITAL PLANNING COMMITTEE RECOMENDATION

FINANCE ADVISORY BOARD RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The FY 2023 capital plan has ____ recommended projects/items. The ____ new items are being financed in single appropriations to avoid committing free cash in future years. See detail below:

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

ARTICLE TRANSFER FUNDS INTO STABILIZATION

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to the Town Stabilization Fund, or take any action thereon.

PROPOSED MOTION

I move that the Town appropriate and transfer \$_____ from Free Cash to the Town Stabilization Fund.

FINANCE ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The Town has a financial policy that calls for 25% of annual free cash to place into the Stabilization Fund until the fund achieves a balance of 5% of total revenues

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE ESTABLISH REVOLVING FUND ANNUAL SPENDING LIMITS

To see if the Town will vote to set annual spending limits for revolving accounts as detailed in the hands of the voters and as defined by Massachusetts General Laws, Chapter 44, § 53E½ for Fiscal Year 2022, or take any action thereon.

PROPOSED MOTION

I move the Town vote to set annual spending limits for revolving accounts as detailed in the warrant and as defined by Mass General Laws, Chapter 44, § 53E½, for Fiscal Year 2022.

Revolving Fund

Spending Limit:

Inspectional Services	\$50,000
Health Clinics	\$5,000
Senior Center Programs	\$10,000
Fuel Usage	\$35,000
Town Hall	\$15,000
Recycling	\$30,000
Police Training	\$5,000
Recreation	\$20,000
One-to-one Technology	\$25,000
DIS Fees	\$5,000
Library Copier	\$5,000
Tree Lighting	\$20,000

FINANCE ADVISORY BOARD RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Under MGL Chapter 44, Section 53E½ as amended through the Municipal Modernization Act of 2016, Town Meeting is required to vote on the amount that may be spent from each revolving fund established through the Town's General Bylaws during the upcoming fiscal year prior to July 1st.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE CHANGE THE MOOSE HILL WATER COMMISSIONER POSITIONS FROM ELECTED TO APPOINTED

To rescind the action of the Special Town Meeting of January 17, 1977, Article 5 creating an elected Moose Hill Water Commission; and to further re-establish the Moose Hill Water Commission as an appointed three-member Commission, said appointments to be made by the Leicester Select Board, with current Commission members serving until their term expires.

PROPOSED MOTION

Move that the vote be accepted as written

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

VOTE REQUIRED FOR PASSAGE - Requires a simple majority vote.

**ARTICLE REMOVE THE POSITION OF POLICE CHIEF FROM CIVIL SERVICE
(PLACEHOLDER)**

To see if the Town will vote to remove the position of Police Chief from Civil Service

PROPOSED MOTION

Move that the vote be accepted as written

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

**ARTICLE REMOVE ALL POLICE PATROLMEN POSITIONS FROM CIVIL SERVICE
(PLACEHOLDER)**

To see if the Town will vote to remove all Police patrolmen from Civil Service

PROPOSED MOTION

Move that the vote be accepted as written

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Leicester Athletic Fields and Facilities

Rules and Regulations

1. Opening and closing of the fields and parks will be announced by the Town of Leicester. Openings and closings will be posted on the Town's website and every effort will be made to publicize (opening & closing) as widely as possible.

2. Any person, group, league, or organization requesting permission to use any parks facilities must fill out and return a facility use request form to the recreational field organizer (RFO). Forms are available on-line, at the Town Clerk's Office, and the Police Department. Play/use cannot commence prior to approval being granted.

3. All organizations using facilities under the control of the Board must provide proof of liability insurance, which protects the Town of Leicester in the amount of \$1,000,000.00. Organizations must provide a copy of the certificate of insurance for their organization and must list the Town of Leicester as an additional insured.

4. Leicester School Department must request field use; however, the School Department has priority of fields, courts and facilities over non-school groups. Leicester School games that go into extra innings, extra sets, or overtime supersede other permitted users with overlapping use times. Unscheduled School Department needs, caused by cancellations or playoffs, will be given priority scheduling by the RFO.

5. Leicester residents have priority use of fields, courts, and facilities over non-Leicester residents, unless the RFO has granted a permit. Non-permitted individuals must immediately relinquish field use to those with permits.

6. You may not transfer your permitted field or facility time to another user without prior written approval of the RFO.

7. Fields are not to be used during or soon after a drenching rain or snow without permission. If substantial damage to field is being witnessed during a game or match, play shall suspend immediately until a Selectboard member or their designee grants permission to resume.

8. Fields will not be scheduled 100% of the time. Down time will be determined at the discretion of the Selectboard or their designee to allow fields to rehabilitate.

9. All play shall cease immediately, and all players, coaches and spectators shall leave fields and courts for cover when there are signs of lightning in the area. Play may only resume after signs of lightning have ceased in the area. For further information, please see;

<http://www.lightningsafety.noaa.gov/>

<http://www.littleleague.org/learn/programs/asap/lightning.htm>

10. Baseball/Softball teams must rake/level home plate and mound areas upon completion of all games/practices. No hitting of hardballs against fencing allowed.

11. It is a requirement of your permit to properly dispose of all trash.
12. Any changes or enhancements to fields, courts or facilities must have prior approval of the Selectboard.
13. No Alcohol is permitted on any fields, courts, facilities or The Common unless expressly approved by written permit from the Select board. Any marijuana, tobacco or illegal drug use is strictly prohibited.
14. Any request for maintenance or to report unsafe conditions must be made through the Town Administrator's office. **(email/phone number)** Any Immediate threat to life or safety please notify Leicester Police at 508-892-7010.
15. Requests for the use of facilities controlled by the Selectboard or their designee should be completed at least two weeks in advance of the anticipated date of use. Completed forms must be completed and signed by the authorized individual, who accepts responsibility for the actions of the group using the facility. Multiple use dates may be listed on the request form. A decision on use will be made by the Selectboard/RFO at its next scheduled meeting and a confirmation will be sent to the authorized individual. The Board reserves the right to determine what uses of the facilities are in the interest of the Town. To require specified supervision of any activity or event and specifically reserves the right to accept, reject, or cancel, any facilities user's privilege to use.

Restrictions:

1. All rules and regulations apply to the use of all Town of Leicester fields, courts, and facilities.
2. Approval privilege shall be cancelled if Leicester School functions require the use of the fields, courts, or facilities.
3. Approval privilege shall be cancelled in the case of vandalism or abuse of fields, courts, or facilities.
4. The Selectboard or their designee reserves the right to require a police detail at any event. The permit holder should arrange for the police detail(s) with the Leicester Police Department. The police officer(s) must be on duty 1/2 hour prior to and 1/2 hour after the rental period. Please make arrangements with the police department at least 14 days prior to an event. Permits will not be issued until the officers are requested.
5. The area and time of use is limited to the sections specified on the request form.
6. Damage traceable to user will be repaired by the Town and billed to the user and the organization.
7. The organization using the facility is responsible for cleaning up the area of use when the permitted use is completed.
8. Questions regarding fields, courts and facilities use and appropriate activities will be referred to the Selectboard or their designee. Use conflicts will be referred to the Select Board or designee.

Additional Playground, Courts, and Facility Rules

1. The playgrounds, courts and facilities are for use of Leicester residents and others.
2. Children under 14 should be supervised at all times.

- 3.** Playground equipment is to be used by those of appropriate age or ability as indicated.
- 4.** No skateboards, bicycles, rollerblades, motorized vehicles or roller-skates allowed unless authorized. No metal edged tool will be used to clear courts of leaves, snow or other debris.
- 5.** No pets allowed on the fields, courts, and facilities. Working service animals are allowed.
- 6.** No alcoholic beverages, marijuana, tobacco, or illegal drugs are allowed.
- 7.** Keep food in the picnic area. Use trash receptacles.
- 8.** Playgrounds, courts and facilities are open daily at 8:00 AM, weather permitting, from April through October. The courts that are lighted for night play will be closed when the lights turn off each evening all non-lighted courts will close at dusk.
- 9.** The Town of Leicester playground, courts and facilities are for the use of the residents of the Town of Leicester and non-resident invited guests. * Non-resident invited guests are limited to a maximum of (3) three per resident. Non-resident invited guests are allowed to play with their Leicester resident host only.
- 10.** The playground, courts and facilities may be used on a first come, first serve basis except when the Board sponsors programs, tournaments, matches, issues a Facilities Use Permit, or closes the playground, courts and facilities.
- 11.** For Profit, Private, Public Instruction and/ or Tournament play not sponsored or permitted by the Board is strictly prohibited.
- 12.** Players and spectators are expected to behave in a courteous manner at all times. Arguing, shouting, verbal or physical threats, or any other form of disruptive or intimidating behavior shall not be tolerated.
- 13.** When all courts are in use and others are waiting to play, play must be limited to (2) two hours in total. The court should then be offered to those having waited the longest.
- 14.** In general, players are expected to do their part to keep the courts and sideline areas in good condition and free of debris. Please use the trash barrel for any and all garbage. Good sportsmanship is always expected. Please do not disrupt play by walking across the court being used, or by making any unnecessary noise.
- 15.** Anyone found to be in violation of these policies will be asked to leave the playground, courts, and facilities immediately, and may, at the discretion of the Selectboard, prohibit the violator's use of the playground, courts, and facilities.
- 16.** Residents and non-resident invited guests must yield play to those parties who are in possession of a current Facilities Use Permit, dated for a particular date and time or dates and times, from the Selectboard. A Facilities Use Permit takes precedence over Resident use.
- 17.** The operation of a stereo system, bullhorn, radio, loudspeaker, or amplifier, or otherwise create noise, at a level that could reasonably be expected to disturb other persons in or around any public park or playground is prohibited unless approved in writing by the Selectboard.

- 18.** Only tennis shoes or sneakers (soft rubber soles with no heels or treads) are to be worn on the courts. The wearing of cleats on the courts is strictly prohibited.
- 19.** The Selectboard reserves the right to close the courts for upkeep, repairs, or when conditions are unfavorable for play.
- 20.** Failure to comply with any of the Rules & Regulations established by the Selectboard could result in suspension and/or revocation of your right or your league's/group's right to use playgrounds, courts, facilities in the future
- 21.** The Selectboard reserves the right to modify, amend or make changes to these rules and regulations as necessary and in accordance with the by-laws of the Town of Leicester.

"Bark Park" Dog Park Rules

- Bark Park is open from sunrise to sunset each day.
- Dogs must be leashed when entering or leaving the dog park (owners must always have a leash with them)
- Dogs must be within owners view at all times
- All dogs must have a collar and current tags.
- Children under the age of 8 are not allowed in the dog park area for their safety
- Young people under 16 must be accompanied by an adult
- Owners must immediately clean up any dog waste
- Maximum of 2 dogs per adult
- No smoking will be allowed in the dog park
- Small dog park is limited to dogs 25 pounds or less
- Large dog park is open to dogs of all sizes
- No digging – owner must fill in any hole dug
- Equipment in the dog park is for dogs only. Please do not let children climb on equipment.
- Owners use the dog park at their own risk. The Town of Leicester is not responsible for injury or illness to dogs or humans.

Prohibited

- Glass containers
- Dogs in heat or sick
- Aggressive dogs
- Puppies under 4 months old
- Choke, pronged and spiked collars
- Bicycles
- Skateboards
- Roller blades
- Smoking
- Bare Feet

Leicester Police Department: 508-892-7010

Artificial Turf Rules

1. Only players, coaches, officials, and field monitors are allowed on the field of play. parents and family members may sit in the bleachers or outside of the fence but may not be on the turf fields.
2. No metal cleats or spikes. Plastic or rubber cleats must be no longer than 3/4". All footwear must be cleaned prior to entering the field.
3. Clear Water Only!!! No other drinks allowed (i.e., no Gatorade, sports drinks, fruit punch, or drinks with any color in them, etc.). Water bottles are ok but must be thrown in the trash after use.
4. Absolutely no food allowed on the turf (i.e., no sunflower seeds, no gum, no peanuts, etc.). People eating food should not enter the turf fields.
5. Absolutely no furnishings allowed on the turf. That includes tables, chairs, canopies, tents, goals with spikes, or other similar items.
6. No pets of any kind
7. No field markings of any sort.
8. No bicycles or vehicles are allowed on the turf fields, except those operated by town personnel.
9. Goals may only be moved under direction of the Select Board.
10. No smoking anywhere on park grounds.
11. You must follow the direction of town assigned officials at all times.
12. Failure to comply with any of the field rules WILL result in the Town revoking permitting privileges.
13. A Day of rest will be assigned each by week by the RFO based on the schedule.
14. Any damage other than normal wear and tear may result in costs for repair being transferred to the permittee
15. The turf field is reserved for games only, unless specifically authorized by the Select Board.
16. There is to be no unauthorized use of this field such as pick-up games etc.

Massachusetts School Building Authority

School District Leicester

District Contact William Frangiamore

TEL (508) 892-7040

Submission Date 2/16/2022

Closed Schools Information

Note

(This section intentionally left blank when previewing. When you have submitted your final closed school data, your submission notes will be captured here.)

Closed Schools

Question 1: Has the district sold, closed, or otherwise removed from service a school in the last 10 years?

Yes

School Name: William Frangiamore

11 Memorial Drive
Leicester, MA 01524

Which of the following apply to the school?

Building closed due to budget cuts.

Please provide the year the school was sold, closed, or otherwise removed from service.

2019

Please provide the year the school was originally opened.

1955

Please provide the age of the school when it was sold, closed, or otherwise removed from service.

64

Please provide a history of the use of the school, including grades served, any educational programs at the school, and any major renovation, addition, and/or repair projects at the school.

The school opened as a middle school in 1995. The building became an elementary school in 1996.

Please provide the reason for selling, closing or otherwise removing the school from service. Please be as specific as possible and provide as much detail as you are able as to the reason(s) for the district's decision.

The school closed due to budget cuts.

Please provide a detailed description about the placement of students, programs, teachers, and administrative staff that were served by the school which was sold, closed, or otherwise removed from service. For example, were the students moved to another school(s), were the programs moved to another school(s) or were they eliminated, were the teachers moved to other school(s) or were the teaching positions eliminated?

The students moved to an existing elementary school.

Please provide the district's understanding of any school building grant money that the district received from the state for the school that was sold, closed, or otherwise removed from service. Please provide as much detail as possible.

No funds were used.

Question 2: Does the district have any plans to sell, close, or otherwise remove from service a school in the next 10 years?

Yes

School Name: Leicester Middle School

70 Winslow Ave.
Leicester, MA 01524

Which of the following apply to the school?

The School will be closed

Please provide the anticipated year the school will be sold, closed, or otherwise removed from service school.

2023

Please provide the year the school was originally opened.

1966

Please provide the age of the school when it is expected to be sold, closed, or otherwise removed from service.

57

Please provide a history of the use of the school, including grades served, any educational programs at the school, and any major renovation, addition, and/or repair projects at the school.

The building opened in 1966 as the Leicester High School. In 1995 a new high school was built and the building became the Leicester Middle School.

Please provide the reason for selling, closing or otherwise removing the school from service. Please be as specific as possible and provide as much detail as you are able as to the reason(s) for the district's decision.

The building is experiencing multi system failure include heating, ventilation and drainage. There is also a mold problem in the building.

Please provide a detailed description about the placement of students, programs, teachers, and administrative staff that are served by the school which is scheduled to be sold, closed, or otherwise removed from service. For example, will the students be moved to another school(s), will the programs be moved to another school(s) or will they be eliminated, will the teachers be moved to other school(s) or will teaching positions be eliminated?

The Collins Center is currently performing a study of the recently purchased Becker College campus. Once the study is complete, high school students will move to selected buildings on the Becker Campus and Middle school students will move the current high school.

Please provide the district's understanding of any school building grant money that the district received from the state for the school that it has plans to sell, close, or otherwise remove from service. Please provide as much detail as possible.

The roof was replaced with MSBA funding about 10 to 12 years ago.

CERTIFICATIONS

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this Closed Schools formation are true and accurate and that this Closed Schools Information has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Closed Schools Information to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Closed Schools Information that may be required by the Authority.

Chief Executive Officer ***School Committee Chair****Superintendent of Schools**_____
(signature)_____
(signature)_____
(signature)_____
Date_____
Date_____
Date

* Local Chief Executive Officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice.

**SELECT BOARD MEETING MINUTES
FEBRUARY 17, 2022 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.

Discuss/Vote on Purchase of New Ambulance and Fire Truck (ARPA Funding)

Mr. Genereux discussed the first two proposed purchases under ARPA; a new ambulance at a cost of and a new fire truck at a cost of \$702,020.78. Both requests were unanimously approved by the Capital Improvement Planning Committee on Tuesday night.

Leicester is in competition with another community for the fire truck. Mr. Genereux discussed two options for the purchase of the fire truck:

- Option 1 – Trade in Engine 4 (1999 freightliner pumper) and a 2003 freightliner rescue vehicle for \$20,000 which would go towards covering the remaining work including moving our equipment on to the vehicle, adding automatic drop-down chains and other necessary equipment. This option would likely cover most of the overall expense of mounting gear onto the new apparatus.
- Option 2 – Trade in Engine 4 (1999 freightliner pumper) for \$5,000 which would only cover the cost of the automatic drop-down chains and nothing else. Option 2 would keep the 2003 freightliner rescue vehicle for use for other purposes or to sell later but we would have to fund the outfitting of the new fire truck with additional ARPA funds.

The Board discussed the two options, including bidding out the 2003 rescue vehicle as it only has 6,600 miles with a diesel engine which is a very sought out vehicle, the belief that the 2003 rescue vehicle is worth far more than \$15,000 (possibly \$40K-\$50K), considering vehicle shortages, looking at companies that purchase these types of vehicles such as Brindlee Mountain, considering rising costs of steel, the fact that replacing engine 4 will be good for 10 years and combining the purposes of two trucks into one (the pumper and the rescue).

Motion 021722-1: A motion was made by Mr. Shocik and seconded by Ms. Provencher to move forward with option 1, trading in both Engine 4 (1999 freightliner pumper) and the 2003 freightliner rescue vehicle for \$20,000 and purchasing the new fire truck for \$702,020.78. **Motion failed 0:5:0.**

Motion 021722-2: A motion was made by Mr. Duggan and seconded by Mr. Phillips to move forward with option 2, trading in only Engine 4 (1999 freightliner pumper) for \$5,000 and purchasing the new fire truck for \$702,020.78. **Motion carries 5:0:0.**

Mr. Genereux discussed the proposed new ambulance purchase. A new 2022 Dodge 5500HD ambulance became available several weeks ago through a purchasing group at a cost of \$308,000 less trade in. The Town would like to reserve the truck now and authorize the Chair to sign the forthcoming contract.

Motion 021722-3: A motion was made by Mr. Shocik and seconded by Mr. Phillips to approve the purchase of a 2022 Dodge 5500HD ambulance at a cost of \$308,000 less trade in and to authorize the Chair to sign the contract with Bulldog Fire Services. **Motion carries 5:0:0.**

Motion 021722-4: A motion to adjourn was made by Mr. Phillips and seconded by Ms. Provencher at 5:56pm. **Motion carries 5:0:0.**

**SELECT BOARD MEETING MINUTES
FEBRUARY 22, 2022 AT 5:30PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

CALL TO ORDER/OPENING

Chair Antanavica called the meeting to order at 5:33pm. 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 30A, 21(a), Exception 6 – Lease of Real Property (Swan Library)

Motion 022222-1a: A motion was made by Mr. Phillips and seconded Mr. Shocik to enter into executive session at 6:35pm under MGL Chapter 30A, Section 21(a), Exception 6, to discuss the lease of real property (Swan Library). The Chair declared that to discuss this matter in open session would compromise the position of the Town. Roll call: All Ayes.

b. 6:00pm – Retirement Ceremony & Special Police Officer Appointment – Officer John Caforio

Chief Ken Antanavica congratulated Officer John Caforio on his retirement after over 30 years of service to the Town of Leicester. His last day of work was December 17th but this ceremony was delayed due to the spike in COVID cases. Selectwoman Dianna Provencher congratulated Officer Caforio on behalf of the Select Board.

Motion 022222-1b: A motion was made by Mr. Phillips and seconded by Ms. Provencher to appoint John Caforio as a Special Police Officer. **Motion carries 5:0:0.**

c. 6:15pm – Request to Appoint Library Trustees as Special Municipal Employees

Paul Ravina requested that the Library Board of Trustees be designated as Special Municipal employees so they can be involved in other town business that volunteers and employees are typically excluded from. Mr. Ravina stated that under the conflict-of-interest law, unpaid and certain part time positions are eligible to be designated as Special Municipal Employee positions, noting that the Select Board has already designated a number of other boards, committees and positions as such and that every city or town abutting us has designated library trustees as special municipal employees.

Motion 022222-1c: A motion was made by Mr. Phillips and seconded by Mr. Shocik to designate all volunteer Library Trustees as Special Municipal Employees and to take the balance of Library Trustees under advisement. **Motion carries 5:0:0.**

2. PUBLIC COMMENT PERIOD

Paul Ravina stated the school oil release should be paid for by State COVID funds since the tents were put up in response to COVID and asked that the State be contacted.

Jan Parke stated that the Recycling Committee members have discussed the conflict-of-interest law but have not yet taken a vote on the potential request that the Board designate the Recycling Committee as special municipal employees. Ms. Parke stated the Recycling Committee needs some additional guidance on this matter.

3. REPORTS & ANNOUNCEMENTS

a. Student Liaison Reports

The Student Liaisons discussed updates from the Leicester Public Schools.

b. Report of the Town Administrator's Office

The Town Administrator presented highlights from the written report of the office.

c. Select Board Reports

The Select Board discussed various topics including taking pictures of buildings at Becker for inventory purposes, the new Castle Cantina, the reopening of the Senior Center, the St. Patrick's Day breakfast at the Senior Center on March 17th, using ARPA funds to give rebates to water and sewer district customers in Town, applying for a One Stop Grant for Moose Hill Reservoir, buying an asphalt hot box for pothole, curbing and manhole repairs, replacing fire hydrants, cleanup of oil tanks at the Becker 1812 House, meeting with Town Counsel regarding town owned facilities and our options, the Friday snow storm, meeting with the WooSox and the July 8th Leicester Day which will benefit Deja New, the Becker Vet Clinic working group will be reviewing an RFP to lease the clinic in March, accepting applications for the Bark Park Committee, upcoming athletic field rules and fee schedules, and the benefits Deja New provides to the community.

4. RESIGNATIONS & APPOINTMENTS

a. Resignation – Benen ElShakhs, Joseph Kuchinski, Sara Seaver & Scott LaFlash – EMT

Motion 022222-4a: A motion was made by Mr. Phillips and seconded by Ms. Provencher to accept the resignations of EMTs Benen ElShakhs, Joseph Kuchinski, Sara Seaver and Scott LaFlash and to send letters of thanks for service. **Motion carries 5:0:0**

b. Resignation – Kimberly Burton – Treasurer/Collector

Motion 022222-4b: A motion was made by Ms. Provencher and seconded by Mr. Shocik to accept the resignation of Kimberly Burton from the position of Treasurer/Collector. **Motion carries 5:0:0.**

c. Appointment – Ashley Belanger – Per-Diem Paramedic

Interim EMS Director Brian Kelly stated that Ms. Belanger accepted a permanent shift with the town this week and therefore requested that her appointment be changed from per-diem to part-time non-benefitted paramedic.

Motion 022222-4c: A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Ashley Belanger as a part time non-benefitted paramedic. **Motion carries 5:0:0.**

d. Appointment – Tom Savage, Christopher Goodney Jr., Antonio Santana – Per-Diem EMT

Mr. Goodney Jr. was not in attendance and was therefore not appointed.

Motion 022222-4d: A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Tom Savage and Antonio Santana to the position of per-diem EMTs. **Motion carries 5:0:0.**

e. Appointment – Nicholas George – Interim Treasurer/Collector

Mr. Genereux presented a request to appoint Nicholas George as the Interim Treasurer/Collector. Mr. George was ranked second in the recent Treasurer/Collector recruitment process. Based on his track record and the ability to promote from within, Mr. Genereux recommended he remain interim until July 1st with the periodic assistance of former Treasurer/Collector Melanie Jackson at which time he would be appointed as the full Treasurer/Collector and the Town would recruit for an Assistant Treasurer/Collector.

Motion 022222-4e: A motion was made by Ms. Provencher and seconded by Mr. Duggan to appoint Nichols George as the Interim Treasurer/Collector. **Motion carries 5:0:0.**

f. **Appointment – FY21 CDBG Environmental Certifying Officer – Alaa Abusalah**

Motion 022222-4f: A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Alaa Abusalah as the FY21 CDBG Environmental Certifying Officer. **Motion carries 5:0:0.**

5. OTHER BUSINESS

a. **Request to Use Becker Campus for 2022 Leicester Harvest Fair**

Motion 022222-5a: A motion was made by Mr. Phillips and seconded by Ms. Provencher to allow the Leicester Harvest Fair to utilize the Becker campus for the Harvest Fair on September 17th, 2022. **Motion carries 5:0:0.**

b. **School Department Audit Request**

Mr. Genereux discussed an email sent to the Select Board requesting an audit of the school department due to lack of maintenance to the school buildings, the sprinkler issue at the high school, the oil leak at the elementary school, and financial management of the school department, among other issues. Mr. Genereux discussed this matter with the Town's audit firm Scanlon & Associates who stated this is considered a forensic audit which is above and beyond typical annual audit activities. Depending upon the amount of time it would take, the cost would be \$30K-\$35K. The timeline is uncertain due to the firm being extremely busy with many cities and towns in the State. The Board discussed the request potentially coming from a fictitious name or account due to potential fear of retaliation, issues the school hiring a public relations firm, possible mismanagement of the school budget, putting the issue to rest by doing the audit, the fact that the auditor audits the school department as part of the annual Town audit, the ongoing Advisory Committee meetings with the School Department which are producing information, and bringing the proposed audit forward to Town Meeting for an appropriations vote.

Motion 022222-5b: A motion was made by Mr. Shocik and seconded by Mr. Phillips to table this item for two weeks and let the Advisory Committee continue their work to get answers from the School Committee. **Motion carries 5:0:0.**

c. **Vote to Dissolve Fire Station Building Committee**

Motion 022222-5c: A motion was made by Mr. Duggan and seconded by Mr. Phillips to dissolve the Fire Station Building Committee and to send a letter of thanks. **Motion carries 5:0:0.**

The Select Board is handling repairs to the building. The current balance in the Fire Station Building account is \$43,682.15.

d. **Vote to Schedule Use of Town Fields via Recreational Field Officer**

The Becker Athletic Recreation Working Group has created a job description for a person to scheduling all municipal fields and potentially the school fields. This would be a 19 hour a week non-benefitted predominately remote position. The position would require the use of scheduling software and the person would be available during business hours and on the weekends.

Motion 022222-5d: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the job description for the Recreational Field Organizer. **Motion carries 5:0:0.**

e. **Reconsideration of Swan Library Lease with Massachusetts State Police Museum and Learning Center**

Motion 022222-5e: A motion was made by Mr. Phillips and seconded by Mr. Duggan to send the lease for the Swan Library back to the Swan Library working group for reconsideration as the State Police no longer want to lease the field house. **Motion carries 5:0:0.**

Motion 022222-5e2: A motion was made by Mr. Phillips and seconded by Mr. Shocik to rescind the vote to sign the Swan Library and Field House lease with the State Police Museum and Learning Center until the lease is renegotiated by the Swan Library working group. **Motion carries 5:0:0**

6. MINUTES

a. **February 14, 2022**

Motion 022222-6a: A motion was made by Ms. Provencher and seconded by Mr. Phillips to approve the minutes of February 14, 2022. **Motion carries 5:0:0**

Motion 022222-7: A motion to adjourn was made by Mr. Phillips and seconded by Ms. Provencher at 8:25pm. **Motion carries 5:0:0.**

**SELECT BOARD MEETING MINUTES
FEBRUARY 28, 2022 AT 6:00 PM
SWAN LIBRARY, 13 WASHBURN SQUARE
LEICESTER, MA 01524**

SELECT BOARD RETREAT

CALL TO ORDER/OPENING

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

Discuss Board Policy Manual – There was no discussion on this topic

Discuss 3-5 Year Goals – Mr. Genereux explained spending goals over the next two fiscal years. The availability of ARPA funding for general fund budget expenditures, particularly the Capital Plan allowed the Town the opportunity to pay down temporary debt rather than further burden the general fund budget with debt payments. The Board then discussed the full Capital Plan, which for FY 2023 totals \$4,420,517. Mr. Genereux then went through a listing of items that needed funding over the next two years. Potential free cash expenditures total \$1,041,171. Available funds from other budget lines are estimated at \$200,000, with no funds yet allocated. Potential ARPA expenditures total \$1,677,080. However, there remains \$600,000 of other potential spending that has not yet been allocated. Mr. Genereux stated that these items would be brought before the Board in coming weeks for discussion and vote.

There was a question from a resident concerning allocating ARPA funding to assist the residents in the water and sewer districts. It was explained that the possibility was discussed when initial ARPA spending guidelines were released, as the uses for funding was quite restrictive. The latest guidelines, however, allowed for all of Leicester's ARPA funding to be spent for general municipal purposes, with the exception of funding debt, OPEB, or retirement obligations. It would be more sensible to spend the funds on projects or items that would benefit the entire Town, as opposed the small groups.

There was discussion regarding funding the Moose Hill Study, which will be further discussed at a later meeting, as the bulk of the funding for the study would be paid through the Community One-Stop grant process.

Mr. Genereux explained the State Police Museum would like to accept the lease proposal for the Swan Library that was discussed by the Board in last week's executive session. Mr. Genereux said that he would have the lease ready for signature at the next Board meeting. The Museum is also interested in a number of pieces of furniture in the building. The Board will work to determine a lease or sale price.

Mr. Genereux also informed the Board that he would be working to craft an agreement for the maintenance of school buildings by the Town for future discussion and consideration by the Select Board and School Committee.

Note votes were taken on any topic. At 7:52 pm, Ms. Provencher made a motion to adjourn the meeting, seconded by Mr. Shocik. **Motion carried 5:0:0**