



## PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

**ORGANIZATION:** Select Board

**MEETING:** X

**PUBLIC HEARING:**

**DATE:** March 21, 2022

**TIME:** 5:30pm

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

<https://meet.goto.com/129877517>

United States: +1 (872) 240-3412; Access Code: 129-877-517

### 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 (Sergeant Promotion)
- b. 6:00pm – Discuss/Vote on Sergeant Promotions & Conditional Police Officer Appointments
- c. 6:15pm – Commission on Disabilities Discussion
- d. 6:30pm – Discuss/Vote on Tata & Howard Stormwater Year 4 Contract
- e. 6:45pm – Discuss/Vote on FY23 Health Insurance Carrier – Blue Cross

#### 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 – Kathy Asquith – Assistant Assessor
- b. Resignation – Michael Sielis – Police Officer
- c. Resignation – Brooke Hultgren – DIS Department Assistant
- d. Appointment – Christopher Doeg – Per-Diem EMT

#### 5. OTHER BUSINESS

- a. Accept Senior Center Donations
- b. 2021 License Renewal – Families Together, 1601 Main Street – Common Victualler License
- c. FY19 CDBG-CV Extension Request
- d. Request to Surplus 2015 International Ambulance and 2006 Chevy Ambulance
- e. Request to Use Borger & Becker Parking Lot for MEMA CERT Rodeo – April 23 & April 30, 2022
- f. Request to Use Surplus Becker Items at Swan Tavern – Leicester Historical Commission
- g. Request to Use Surplus Becker Items – Town and School Departments
- h. Request to Dispose of Becker Laboratory and Veterinary Clinic Supplies to Baypath
- i. Town/School Becker Building & Grounds Maintenance Discussion

- j. Discuss/Vote on Becker Education Workgroup Recommendations
- k. Discuss/Vote on Draft Veterinary Clinic Request for Proposals & Announce Grand Opening of Bark Park
- l. Discuss/Vote on Draft Becker Landscaping Invitation for Bid
- m. Discuss/Vote on Opioid Settlement Subdivision Agreement

**6. MINUTES**

- a. March 5, 2022
- b. March 7, 2022
- c. March 14, 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 (Sergeant Promotion)

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**



March 14, 2022

Mr. Dennis Griffin, Superintendent  
Leicester Highway Department  
59 Peter Salem Road  
Leicester, MA 01524

Subject: Proposal for Engineering Services  
Municipal Separate Storm Sewer System (MS4) General Permit Compliance  
Services – Year 4 Requirements – FY 2022 Budget  
T&H No. 7014

Dear Mr. Griffin:

Tata & Howard is pleased to provide a proposal for engineering services for MS4 Stormwater Compliance. The following is our proposed scope of services for work by task relative to Year 4 requirements in the Massachusetts MS4 General Permit, which are within the Town's Fiscal Year 2022 budget. The total not to exceed fee for this proposal is \$18,000.

### **Proposed Scope of Services**

#### **Task 1 – Street Design and Parking Lot Guidelines Report**

1. Develop a report assessing requirements that affect the creation of impervious cover. The assessment will help determine if changes to design standards for streets and parking lots can be modified to support low impact design options.
2. Provide Town with one draft copy of the report for review and comment.
3. Incorporate Town's comments into a final report. Include final report in the Year 4 SWMP Update as an attachment.

We propose a not to exceed fee of \$5,500 for Task 1 – Street Design and Parking Lot Guidelines Report.

#### **Task 2 – Green Infrastructure Report**

1. Develop a report assessing existing local regulations to determine the feasibility of making green infrastructure practices allowable when appropriate site conditions exist.

2. Provide Town with one draft copy of the report for review and comment.
3. Incorporate Town's comments into a final report. Include final report in the Year 4 SWMP Update as an attachment.

We propose a not to exceed fee of \$5,400 for Task 2 – Green Infrastructure Report.

Task 3 – List of Municipal Retrofit Opportunities

1. Identify five permittee-owned properties that could be modified or retrofitted with BMPs to reduce impervious areas. Attend one (1) site visit with the Town to review proposed properties.
2. Prepare a summary letter including the factors considered in choosing the properties.
3. Provide Town with one draft copy of the summary letter for review and comment.
4. Incorporate Town's comments into a final summary letter. Include final document in the Year 4 SWMP Update as an attachment.

We propose a not to exceed fee of \$7,100 for Task 3 – List of Municipal Retrofit Opportunities.

Thank you for the opportunity to provide a proposal for this work. We are available to meet and discuss this proposal further at your convenience. We can complete this work under our general services agreement with the Town. If you concur, please sign below, and return one original copy to our office.

Please call should you have any questions or require additional information.

Sincerely,

TATA & HOWARD, INC.



Karen L. Gracey, P.E.  
Co-President

AUTHORIZATION:  
Town of Leicester

\_\_\_\_\_

Effective Date: \_\_\_\_\_

# Current Fallon Financials

## TOWN OF LEICESTER

Enrollment	DC	SC	PPO
Individual	27	49	6
Family	20	68	1
<b>Total:</b>	<b>47</b>	<b>117</b>	<b>7</b>
<b>Individual:</b>			
<b>Family:</b>			
<b>Monthly Premiums:</b>			
<b>Annual Premium:</b>			
<b>Annual Combined Premium:</b>			
<b>\$ Difference from Current:</b>			
<b>% Difference from Current:</b>			
<b>Deductible</b>			
<b>Individual:</b>			
<b>Family:</b>			
<b>Type (Calendar Year / Plan Year):</b>			
<b>Out of Pocket Max</b>			
<b>Routine Physicals:</b>			
<b>Office Visits:</b>			
<b>Specialist Visits:</b>			
<b>High Tech (MRI, CT, PET):</b>			
<b>Diagnostic (X-ray &amp; lab):</b>			
<b>Durable Medical Equipment:</b>			
<b>Emergency Room:</b>			
<b>Inpatient Hospital:</b>			
<b>Day Surgery:</b>			
<b>Prescription Drug Deductible:</b>			
<b>Retail (30 days):</b>			
<b>Mail Order (90 days):</b>			

RENEWAL Fallon Health Plan Effective: 07/01/2021				
DIRECT CARE		SELECT CARE	PERFERRED CARE PPO	
\$696.36		\$792.30	\$902.20	
\$1,799.84		\$2,048.77	\$2,332.98	
\$54,799		\$178,139	\$7,746.18	
\$657,582		\$2,137,669	\$92,954.16	
\$2,888,205				
\$25,290		\$90,377	\$3,575.16	
4.00%		4.41%	4.00%	
DIRECT CARE		SELECT CARE	PERFERRED CARE PPO	
In-Network		In-Network	In-Network	Out-of-Network
\$1,000 / \$2,000			\$1,000 / \$2,000	
\$1,000			\$1,000	
\$2,000			\$2,000	
Plan Year			Plan Year	
\$6,350 / \$13,000			\$6,350 / \$13,000	
Covered in Full			Covered in Full	20% Coinsurance
\$15 Copay		\$20 Copay	\$25 Copay	20% Coinsurance
\$35 Copay			\$40 Copay	20% Coinsurance
Covered in Full			Covered in Full	20% Coinsurance
Covered in Full			Covered in Full	20% Coinsurance
30% Coinsurance			30% Coinsurance	20% Coinsurance
\$150 Copay (waived if admitted)			\$150 Copay (w aived if admitted)	
\$250 After Deductible			\$1,000 After Deductible	20% Coinsurance
\$150 After Deductible Copay			\$250 After Deductible	20% Coinsurance
\$10 / \$30 / \$50		\$15 / \$30 / \$50	\$15 / \$30 / \$50	20% Coinsurance
\$20 / \$60 / \$150		\$30 / \$60 / \$150	\$30 / \$60 / \$150	20% Coinsurance

\*Visit limits apply. Refer to plan summary for details

Above illustration is intended as a brief benefits overview. Benefit maximums, plan provisions and state mandates may apply

## TOWN OF LEICESTER

RENEWAL MIIA Est Effective: 07/01/2022							
BCBS Sel		BCBS HMO		BCE			
\$682.89		\$776.97		\$884.75			
\$1,765.03		\$2,009.14		\$2,287.85			
\$53,739		\$174,693		\$7,596.35			
\$644,864		\$2,096,317		\$91,156.20			
\$2,832,336							
-1.93%							
BCBS Sel		BCBS HMO		BCE			
In-Network		In-Network		In-Network		Out-of-Network	
\$1,000 / \$2,000				\$1,000 / \$2,000			
\$1,000				\$1,000			
\$2,000				\$2,000			
Plan Year				Plan Year			
\$6,350 / \$13,000				\$6,350 / \$13,000			
Covered in Full				Covered in Full		20% Coinsurance	
\$15 Copay		\$20 Copay		\$25 Copay		20% Coinsurance	
\$35 Copay				\$40 Copay		20% Coinsurance	
Covered in Full				Covered in Full		20% Coinsurance	
Covered in Full				Covered in Full		20% Coinsurance	
30% Coinsurance				30% Coinsurance		20% Coinsurance	
\$150 Copay (waived if admitted)				\$150 Copay (waived if admitted)			
\$250 After Deductible				\$1,000 After Deductible		20% Coinsurance	
\$150 After Deductible Copay				\$250 After Deductible		20% Coinsurance	
\$10 / \$30 / \$50		\$15 / \$30 / \$50		\$15 / \$30 / \$50		20% Coinsurance	
\$20 / \$60 / \$150		\$30 / \$60 / \$150		\$30 / \$60 / \$150		20% Coinsurance	

Above illustration is intended as a brief benefits overview . Benefit maximums, plan provisions and state mandates may apply

## MSHG Proposal: Assumes network enrollments as per the below!

### TOWN OF LEICESTER

Enrollment	DC	SC	PPO
Individual	27	49	6
Family	20	68	1
Total:	47	117	7
Individual:			
Family:			
Monthly Premiums:			
Annual Premium:			
Annual Combined Premium:			
% Difference from Current:			
Deductible			
Individual:			
Family:			
Type (Calendar Year / Plan Year):			
Out of Pocket Max			
Routine Physicals:			
Office Visits:			
Specialist Visits:			
High Tech (MRI, CT, PET):			
Diagnostic (X-ray & lab):			
Durable Medical Equipment:			
Emergency Room:			
Inpatient Hospital:			
Day Surgery:			
Prescription Drug Deductible:			
Retail (30 days):			
Mail Order (90 days):			

RENEWAL MSHG Est Effective: 07/01/2022							
HPHC Limited HMO Network		HPHC Broad HMO Network		HPHC PPO			
\$756.94		\$861.23		\$980.69			
\$1,956.43		\$2,227.01		\$2,535.95			
\$59,566		\$193,637		\$8,420.10			
\$714,792		\$2,323,646		\$101,041.17			
\$3,139,479							
8.70%							
HPHC Limited HMO Network		HPHC Broad HMO Network		HPHC PPO			
In-Network		In-Network		In-Network		Out-of-Network	
\$1,000 / \$2,000				\$1,000 / \$2,000			
\$1,000				\$1,000			
\$2,000				\$2,000			
Plan Year				Plan Year			
\$6,350 / \$13,000				\$6,350 / \$13,000			
Covered in Full				Covered in Full		20% Coinsurance	
\$15 Copay		\$20 Copay		\$25 Copay		20% Coinsurance	
\$35 Copay				\$40 Copay		20% Coinsurance	
Covered in Full				Covered in Full		20% Coinsurance	
Covered in Full				Covered in Full		20% Coinsurance	
30% Coinsurance				30% Coinsurance		20% Coinsurance	
\$150 Copay (waived if admitted)				\$150 Copay (w aived if admitted)			
\$250 After Deductible				\$1,000 After Deductible		20% Coinsurance	
\$150 After Deductible Copay				\$250 After Deductible		20% Coinsurance	
\$10 / \$30 / \$50		\$15 / \$30 / \$50		\$15 / \$30 / \$50		20% Coinsurance	
\$20 / \$60 / \$150		\$30 / \$60 / \$150		\$30 / \$60 / \$150		20% Coinsurance	

\*Visit limits apply. Refer to plan summary for details

Above illustration is intended as a brief benefits overview. Benefit maximums, plan provisions and state mandates may apply

Note: MSHG senior plan is \$304 vs. current \$359.73. Including the MSHG reduces overall cost to 4%.



## MSHG Proposal: Assumes Senior plan as per the below!

TOWN OF LEICESTER	CURRENT Fallon Health Eff: 01/01/2021		RENEWAL ALT. Harvard Pilgrim Health Care Eff: 01/01/2022	RENEWAL ALT. Harvard Pilgrim Health Care Eff: 07/01/2022
Plan Name:	Medicare Plus Freedom	Medicare Plus Premier	Medicare Enhance	MSHG
Enrollment:	161	2	161	161
Plan Premium:	\$205.00	\$343.00	\$229.05	
Rx Premium:	\$200.86	Included	\$130.68	
Monthly Premium Per Member	<b>\$405.86</b>	<b>\$343.00</b>	<b>\$359.73</b>	<b>\$304.00</b>
TOTAL MONTHLY PREMIUM	\$65,343.46	\$686.00	\$57,916.53	\$48,944.00
\$ Difference from Current	n/a	n/a	-\$7,426.93	\$48,944.00
% Difference from Current	n/a	n/a	-11.37%	
Employer Contribution	50%	50%	50%	50%
	Medicare Plus Freedom	Medicare Plus Premier	Medicare Enhance	MSHG
Deductible	\$0 - Covered in Full	\$0 - Covered in Full	\$0 - Covered in Full	\$0 - Covered in Full
Max Out-of-Pocket	\$0 - Covered in Full	\$3,400	\$0 - Covered in Full	\$0 - Covered in Full
Routine Physicals:	\$0 - Covered in full	\$0 - Covered in Full	\$0 - Covered in full	\$0 - Covered in full
PCP/Specialist:	\$0 - Covered in Full	\$15 / \$25 Copay	\$0 - Covered in Full	\$0 - Covered in Full
Imaging:	\$0 - Covered in full	\$0 - Covered in Full	\$0 - Covered in full	\$0 - Covered in full
Diag X-ray & Lab:	\$0 - Covered in full	\$0 - Covered in Full	\$0 - Covered in full	\$0 - Covered in full
Emergency Room:	\$0 - Covered in full	\$75 Copay	\$0 - Covered in full	\$0 - Covered in full
Inpatient Hospital:	\$0 - Covered in full	\$250 Copay	\$0 - Covered in full	\$0 - Covered in full
Day Surgery:	\$0 - Covered in full	\$125 Copay	\$0 - Covered in full	\$0 - Covered in full
Pharmacy	Aetna PDP	Included	Aetna PDP	Aetna PDP
Retail (30 days):	20% / 35% / 50% / \$200	\$10 / \$10 / \$30 / \$65 / \$65	\$10 / \$20 / \$35 / \$35	\$10 / \$20 / \$35 / \$35
Mail Order (90 days):	\$15 / \$45 / \$90 / NA	\$20 / \$20 / \$60 / \$162.50 / \$162.50	\$20 / \$40 / \$70 / na	\$20 / \$40 / \$70 / na

**Discontinued Plan  
Effective 01/2022**

\$ 694,998.36 \$ 587,328.00

Ann Prem  
MSHG \$304

\$ 48,944  
\$ 587,328  
\$ 107,670

sav thru MSHG



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

March 21, 2022

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

---

The following is a report on the general activities of the Town Administrator through March 17, 2022.

**Becker College**

- Completed the Veterinary Clinic lease RFP. DG
- Completed an IFB for Becker Mowing. DG
- Advertised IFB for Becker Mowing KF
- Still working to collect usage reports for gas for financial analysis. DG
- Began work on a Town/School maintenance agreement for school relocation to Becker. DG
- Creating Accounts for Trash removal. JD
- Changing over all the National Grid Gas accounts and updating building information. JD
- Worked on obtaining Ngrid Gas and Electricity historic info KF
- Elevator estimate calls and appointments. JD

**Economic Development/Businesses**

- Assisted potential Memorial School developer with plans and walkthrough of building DG KF JD

**Grants**

- Submitted quarterly DPH grant report DG
- Wrote and submitted \$315,000 culvert design and permitting grant for three culverts along the Grindstone Brook KF
- Wrote and submitted \$500,000 in one stop grants for Becker zoning/redevelopment assistance and Moose Hill water study KF
- Continued to work on scope of services and preparing procurement docs for Burncoat Park MassTrails Grant KF
- Worked on CDBG loan subordination documents for FY10 CDBG housing rehab grant KF

**Citizen issues**

- Working on requests for School Choice reports. DG
- Assembled two informational packets for individuals with questions DG
- Met abutters of the Memorial School and arrived at an agreement to sell the building; pending legal opinion. DG

**Meetings**

- Served green pancakes at the Senior Center on March 17. DG
- Met with Tata & Howard to discuss upcoming stormwater needs DG

- Discussed Host Community Agreements with two Cannabis companies
- Met with NFP to discuss FY23 health care insurance renewal DG
- Attended two HIAC meetings DG
- Attended Saturday budget hearing DG, KF, JD
- Met with CIPC to discuss purchase of mini excavation DG, KF
- Met with State Police Museum and Learning Center DG, KF
- Attended Green Communities grant hearing with the State DG, KF
- Created Bark Park Committee and entered all members into town board/committee database. Set up and posted first meeting for 3/23 KF

### **Financial/Budgetary**

- Drafted first version of the Town Meeting warrant DG

### **Daily Operations**

- Answering phones, answering questions, disseminating messages. KF & JD
- Continuous Email monitoring, follow up, dissemination, information sharing, responses to action items and Email messaging. DG, KF & JD
- Greeting visitors, answering questions and handling departmental paperwork. JD & KF
- Setting appointments and interviews. KF & JD
- Stamping, coding, and submitting invoices for over 75 accounts JD
- Opening and processing daily mail along with redistribution. JD
- Select Board meeting prep and follow up. KF
- Meeting minutes KF, JD
- Prepared weekly read file KF
- Payroll processing JD
- Website & Facebook regular updates KF, JD
- Creating files, copying, labeling & filing. JD
- Daily/Weekly Turnovers to Treasury JD
- Provided timely updates to the board regarding key events via email KF
- Sorting, posting and distributing mail. JD

### **Human Resources**

- Completed a personal item discussed by the Board in Executive Session DG
- Onboarding new employees KF
- Worked with civil service on police officer hiring process KF
- Prepared ad and posted DIS Assistant, Library Assistants, Social Workers, Recreational Field Organization and Assistant Assessor positions KF

### **Misc.**

- Continued work on the 2021 Annual Town Report KF
- Worked on various insurance claims, property, vehicle, workers comp etc. KF
- Advertised Hahn Fire Truck KF
- Worked on insurance claim and quotes for Town Hall roof replacement KF
- Worked on sale of fire rescue truck to Oakham KF

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

Kathleen Asquith

3-3-2022

Town of Leicester Town  
Administrator Select  
Board  
Board of Assessors  
3 Washburn Square  
Leicester MA 01524

RECEIVED MAR 03 2022

429P

Dear Town Administrator, Select Board & Board of Assessors,

I wish for you to accept this letter as the official notification that I am resigning from my position as the Assistant Assessor with the Town of Leicester as of 3-3-2022.

I would like to thank the Board of Assessors and the Leicester Taxpayers for a wonderful 16 years of service.

I would appreciate it if you would send my final paychecks and vacation time to my home address you have on record. With this letter are my keys to the building and office.

Sincerely,

*Kathleen Asquith*  
Kathleen Asquith

# Michael Sielis

---

March 3, 2022

Chief Kenneth Antanavica  
Leicester Police Department  
90 South Main Street  
Leicester, MA 01524

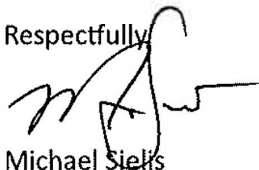
Chief Antanavica,

Please accept this letter as a formal resignation from my position as Patrolman for the Town of Leicester. My last day with the Leicester Police Department will be Sunday, March 20, 2022.

I have enjoyed my time in law enforcement but it is time to enter the next chapter of my professional career. Thank you for the opportunity to work as a police officer for the past five years. I have learned invaluable lessons that will stick with me for the rest of my life.

I wish nothing but the best for all of the Leicester Police Department and its officers.

Respectfully,

A handwritten signature in black ink, appearing to read 'Michael Sielis', with a stylized flourish at the end.

Michael Sielis

March 8, 2022

Town of Leicester Select Board  
David Genereux, Town Administrator  
3 Washburn Square  
Leicester, MA 01524

Dear Mr. Genereux and members of the Select Board,

Please accept this letter as my formal resignation from the ODIS Department Assistant position for the Town of Leicester. My last day of employment will be March 22, 2022. I received a job offer that provides me with an exciting career advancement opportunity that I could not pass up. It was truly a privilege to work for the Town of Leicester in a position that has given me knowledge and skills that I will put to use as I move forward in my career. I would like to specifically acknowledge Alaa Abusalah, Town Planner, and former Town Planner, Michelle Buck for teaching me so much and being fantastic mentors to me during my time here.

I thank you again for the experience I have gained during my time in Leicester. I wish the Town and my colleagues nothing but the best in future endeavors.

Sincerely,

  
Brooke Hultgren

# Memo



**To:** Leicester Selectboard  
**From:** Brian D. Kelley, Interim EMS Director  
**Date:** March 16, 2021  
**Re:** Per-Diem EMT Appointment

---

On Tuesday March 16, 2022 Selectboard Member Herbie Duggan and I interviewed one (1) candidate for a Per-Diem EMT Position. Mr. Duggan and I feel that the candidate would be an excellent addition to our EMS Staff.

I therefore request that the board appoint the following to Leicester EMS effective immediately, Christopher Doeg as Per-Diem EMT.

## **Senior Center Donations**

Recommend accepting the following donations made to the Senior Center:

- Cornerstone Bank - \$500
- Dr. Joseph Laconte - \$100
- McKenna Insurance - \$50
- Morin Funeral Home - \$100

Total to be deposited: \$750





# TOWN OF LEICESTER

## Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

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

[www.leicesterma.org](http://www.leicesterma.org)

**Rachelle Cyr-Cloutier, M.Ed.**

*Director of Elder Affairs*

*E-mail: [cloutierr@leicesterma.org](mailto:cloutierr@leicesterma.org)*

March 9, 2022

Mr. Scott Dungey  
Vice President Controller  
Charitable Donations Committee  
253-257 Main Street  
P.O. Box 370  
Southbridge, MA 01550-0370

Dear Mr. Dungey

Thank you so very much for your donation of \$500. This very generous donation by your Charitable Foundation will provide funds for us to have a grand reopening lunch catered by Ellers. This very special event is being held to bring back a large group of individuals who have made our senior center their second home. Two years and more have gone by when our seniors experienced the effects of isolation due to the pandemic. Now that we will soon be able to open our doors and windows it is time to bring them back so they can socialize and rekindle the many friends and friendships that existed prior to this dreaded disease.

As you know, our senior center remained as open as we could. At first attendance was very limited to one-or two-persons wearing masks etc. We held programs outside even in the extreme cold of winter. We heated our front porch using propane heaters. Hopefully there will be no more resurgence of COVID and any of its variances.

Sincerely,

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

Cc: Town Administrator  
Board of Select Persons



# TOWN OF LEICESTER

## Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

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

[www.leicesterma.org](http://www.leicesterma.org)

**Rachelle Cyr-Cloutier, M.Ed.**

*Director of Elder Affairs*

*E-mail: [cloutierr@leicesterma.org](mailto:cloutierr@leicesterma.org)*

March 9, 2022

Dr. Joseph M. Laconte D.P.M., Inc.  
1078 West Boylston Street  
Worcester, MA 01606

Dear Dr. Laconte:

Thank you so very much for your donation of \$100. This generous donation by you will help us provide for a grand reopening lunch catered by Ellers. This very special event is being held to bring back a large group of individuals who have made our senior center their second home. Two years and more have gone by when our seniors experienced the effects of isolation due to the pandemic. Now that we will soon be able to open our doors and windows it is time to bring them back so they can socialize and rekindle the many friendships that existed prior to this dreaded disease.

As you know, our senior center remained as open as we could. At first attendance was very limited to one-or two-persons wearing masks, taking temps, etc. We held programs outside even in the extreme cold of winter using propane heaters. Hopefully there will be no more resurgence of COVID and any of its variances.

Sincerely,

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

Cc: Town Administrator  
Board of Select Persons

A BIG Thank you for your support!!!



# TOWN OF LEICESTER

## Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

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

[www.leicesterma.org](http://www.leicesterma.org)

**Rachelle Cyr-Cloutier, M.Ed.**

*Director of Elder Affairs*

*E-mail: [cloutierr@leicesterma.org](mailto:cloutierr@leicesterma.org)*

March 9, 2022

Mr. Steven Corley  
George E. McKenna Insurance Agency  
4 Pleasant Street  
Leicester, MA 01524

Dear Mr. Corley:

Thank you so very much for your donation of \$50. This will help us with expenses involved in providing a very enjoyable catered lunch (by Ellers) with entertainment for those seniors who attend various functions on a regular basis. As you must know, isolation has been very difficult especially for our seniors. Now that numbers of those affected by this pandemic have substantially abated, we are able to have a special event for our seniors that will allow them to reconnect with friends, eat, and socialize and enjoy great entertainment. Your donation will go toward expenses incurred for invitations-rsvp cards, purchase of needed tablecloths, forks and knives, etc. We very much appreciate, as always, your generosity.

Sincerely,

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

Cc: Town Administrator  
Board of Select Persons



# TOWN OF LEICESTER

## Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

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

[www.leicesterma.org](http://www.leicesterma.org)

**Rachelle Cyr-Cloutier, M.Ed.**

*Director of Elder Affairs*

*E-mail: [cloutierr@leicesterma.org](mailto:cloutierr@leicesterma.org)*

March 9, 2022

J. Henri Morin & Son, Inc.  
Funeral Homes  
P.O. Box 177  
23 Maple Terrace  
Spencer, MA 01562-0177

Dear Morin Family:

Thank you so very much for your donation of \$100. This generous donation by you will help us provide for a grand reopening lunch catered by Ellers. This very special event is being held to bring back a large group of individuals who have made our senior center their second home. Two years and more have gone by when our seniors experienced the effects of isolation due to the pandemic. Now that we will soon be able to open our doors and windows it is time to bring them back so they can socialize and rekindle the many friendships that existed prior to this dreaded disease.

As you know, our senior center remained as open as we could. At first attendance was very limited to one-or two-persons wearing masks, taking temps, etc. We held programs outside even in the extreme cold of winter using propane heaters. Hopefully there will be no more resurgence of COVID and any of its variances.

Sincerely,

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

Cc: Town Administrator  
Board of Select Persons

A BIG Thank you for your support!!!

Extension Justification (E-2)

This grant in the amount of \$376,000 includes provisions for 5N – Microenterprise (\$300,000), 8B - Public Social Services (\$20,000), and 9 – Administration (\$56,000). Three projects are included as part of 8B and include North Brookfield Hygiene supplies, SHINE of Central MA Outreach Equipment and Millbury Travelling Memory Café. A programmatic extension and related minor budget transfer are being sought for this program. The extension seeks to continue programmatic services one quarter from 3/31/22 to 6/30/22. A minor budget change that will transfer appx. \$3,591.15 from 5N to 8B is also being proposed.

This approved request will allow for continuation of a successful ongoing public social service activity, the Travelling Memory Café based at the Millbury Senior Center. The continuing impact of the pandemic has led to sustained need and demand that is beyond what was envisioned as part of the grant application. An added 3 months through June 2022 will allow the program to continue through what is hopefully the end of the active pandemic associated with Covid-19, allowing homebound seniors with dementia to continue benefiting from this program. Additional time may also help with completion of review of final microenterprise applications and potential awards. Given the ME program's high remaining budget and lower than originally expected utilization, a minor budget transfer of appx. \$3,591.15 from that line item to the Travelling Memory Café would be completed during the extension prior to fund the extended activities of the Memory Café.

Massachusetts Community Development Block Grant Program  
Chapter 3 Grant Management Forms  
**Budget and Program Revision Form**

<b>Community/Grantee: Leicester</b>	<b>Original Award:</b> <span style="float: right;"><b>\$376,000</b></span>
<b>Program Name/Year: CDBG-CV-2020-Leicester</b> <b>Grant #: 00028</b>	<b>Revision #:</b> P-number (program revision) B-number (budget revision) E-number (extensions) <span style="float: right;">E - 2</span>
<b>Contract End Date:</b> 3/31/2022	<b>Date Extension Submitted:</b> 3/10/22

**This request is for the following change(s).** Grantee check all "Requested" that apply; DHCD will initial those that are approved in the approved column

<b>Grantee Requested</b>	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	<b>DHCD Approved</b>
	<b>Budget Amendment to increase the grant award to \$</b>	
	<b>Budget Revision for:</b>	
	<ul style="list-style-type: none"> <li>Change in administrative dollars</li> </ul>	
	<ul style="list-style-type: none"> <li>Transfer of funds from construction to non-construction or vice versa</li> </ul>	
	<ul style="list-style-type: none"> <li>Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000</li> </ul>	
X	<b>Program Extension (to increase period of availability of funds/period of performance) to June 30, 2022</b>	
	<ul style="list-style-type: none"> <li>This extension will extend period of performance beyond the end of the term of the current grant agreement</li> </ul>	
	<b>Program Revision for:</b>	
	<ul style="list-style-type: none"> <li>Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served.</li> </ul>	
	<ul style="list-style-type: none"> <li>Changes in key personnel</li> </ul>	
	<ul style="list-style-type: none"> <li>For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award</li> </ul>	
	<ul style="list-style-type: none"> <li>Other, specify:</li> </ul>	
<b>This request is submitted and all relevant information specified on page 4 is provided in attachments. I understand that the revision or extension requested is not approved unless and until this form is countersigned as "approved" or "approved with revisions" by the CDBG Program Director and returned to me.</b>		
		Mr. Rick Antanavica
		Chair, Leicester Board of Selectmen
<b>Authorized Signature for Grantee:</b>	<b>Date</b> 3/ /22	<b>Print Name &amp; Title:</b>
<b>Program Rep. Initial and date:</b>		<b>Program Manager signature and date:</b>
This request # _____ is _____ approved as requested _____ Approved with the modifications shown on the _____ denied _____ following pages numbered _____		
_____ <b>Authorized signature for Mass. CDBG</b>		_____ <b>Print name, title and date</b>

**From:** [Genereux, David](#)  
**To:** [Forsberg, Kristen](#)  
**Subject:** FW: CERT Festival Dates  
**Date:** Thursday, March 10, 2022 9:39:20 AM

---

For the 21<sup>st</sup>.

*David A. Genereux*

David A. Genereux  
Town Administrator  
Town of Leicester  
3 Washburn Square  
Leicester, MA 01524  
Telephone: (508) 892-7000  
Fax: (508) 892-7070  
Email: [genereuxd@leicesterma.org](mailto:genereuxd@leicesterma.org)

"Please remember that the Secretary of State has determined that email is a public record"

---

**From:** Jason Main <[mainj@leicesterma.org](mailto:mainj@leicesterma.org)>  
**Sent:** Thursday, March 10, 2022 9:30 AM  
**To:** Genereux, David <[genereuxd@leicesterma.org](mailto:genereuxd@leicesterma.org)>  
**Cc:** Mike Dupuis <[mdupuis@leicesterfireems.org](mailto:mdupuis@leicesterfireems.org)>  
**Subject:** Fwd: CERT Festival Dates

David

MEMA would like to use the building we currently hold clinics in and the surrounding parking area to conduct a CERT rodeo. The details are below as well as dates. As soon as we can let them know they are good to go so they can open registration. Thanks

Sent from my iPhone  
Jason M Main

Begin forwarded message:

**From:** "Flebotte, Scott L (CDA)" <[scott.l.flebotte@state.ma.us](mailto:scott.l.flebotte@state.ma.us)>  
**Date:** March 4, 2022 at 15:22:32 EST  
**To:** Jason Main <[mainj@leicesterma.org](mailto:mainj@leicesterma.org)>  
**Cc:** "Jerome, Kristen (CDA)" <[kristen.jerome@state.ma.us](mailto:kristen.jerome@state.ma.us)>, "Filchak, Kevin (CDA)" <[kevin.filchak@state.ma.us](mailto:kevin.filchak@state.ma.us)>  
**Subject:** CERT Festival Dates

Jason,

I just wanted to let you know that we're looking to move the date of our event we are going to hold at Becker college. I believe the original date we had was April 2nd we are now looking to move that date 2 Saturday April 23rd with a rain date of Saturday April 30<sup>th</sup>. Let me know if this is too much of an inconvenience for you.

Best, Scott

Scott L. Flebotte, M.S  
Local Coordinator  
MEMA Region 3&4

24/7 Dispatch: 508-820-2000  
[scott.l.flebotte@mass.gov](mailto:scott.l.flebotte@mass.gov)



**From:** [jennerton@aol.com](mailto:jennerton@aol.com)  
**To:** [Forsberg, Kristen](#)  
**Subject:** college building contents  
**Date:** Wednesday, March 9, 2022 6:01:37 PM

---

H Kristen,

I wanted to email you to ask about obtaining surplus materials from the former college buildings for use at the tavern. I know there is some inventory work occurring so it might not be immediately possible.

When the college closed they allowed us to take historical items (photos, documents, etc) but we did see a number of things we could use as well that we couldn't take at the time.

In the Swan Library, there was a historic book collection in storage, we did take some of it but just couldn't fit all of it in the vehicles we had that day. We had to prioritize what we did take and by the time we could get back to it, there was nobody left working to talk to. We were wondering if we could get back there to see what remains.

Also (and probably most important to us) there were some larger wooden tables in the library that we need to place our glass display cases on.

In the maintenance building there were some rectangular heavy duty plastic folding tables and we could use a few of those. We could use one or two round ones as well (if any of the 4 or 5 foot diameter ones are not spoken for)

We didn't get to go through the dormitories much, but could use some sturdier bookshelves for archival storage and we thought we might find some there. Since they won't be in public view, they don't need to be anything in particular.

Anyhow, I just wanted to ask if this is possible and at the very least, put the request on the radar.

Thanks  
Joe

**From:** Stella Richard <[richards@lpsma.net](mailto:richards@lpsma.net)>  
**Sent:** Wednesday, January 26, 2022 7:09 PM  
**To:** Janine Drake <[DrakeJ@leicesterma.org](mailto:DrakeJ@leicesterma.org)>  
**Subject:** Memo for Select Board

I would like to formally request that the opened and reboxed supplies located in the back closet of Veterinary clinic classroom consisting of bandaging material, splints, catheters and roll tape, towels and gown materials that can no longer be used for purchase be donated and picked up by Stella Richard for use as teaching materials. In addition, there are some skeletal teaching items of various species, which are currently at Borger Academic Center- i.e.(Equine, bovine and others) be donated to Stella Richard for teaching purposes at Bay Path Vocational Technical High school for their Veterinary/Animal Science program. Please feel free to contact me if you have any questions.

Thank you for your time and consideration in this matter.  
Sincerely,  
Stella Richard

---

Please see our [Participation in Online Learning Services Statement](#)  
Please see our [Nondiscrimination Statement](#)

To: Becker Education Working Group Members (BEWG):  
R. Antanavica, Chair  
L. Colby  
T. Lauder  
P. Morris

From: Ted Zawada

Date: 3/16/2022

RE: Recommendations for use of the former Becker College properties for educational purposes.

It is the recommendation of the BEWG that Leicester High School be relocated to the former Becker College campus properties for the 22-23 school year. Optimally, this would be completed prior to the first day of the school calendar, currently August 23rd, 2022.

It is the recommendation of the BEWG that the following necessary modifications to the former Becker College campus be made to accommodate current high school programming:

- The Borger Academic Center, Fuller Academic Center, and Knight Hall, be made ADA accessible, including installation of an elevator(s) and all associated, necessary modifications.
- Three walls constructed in the Fuller Campus Center East.
- Any and all modifications made to the existing food services infrastructure as identified by the Leicester Public Schools Food Services Director.
- Any and all repairs be made to infrastructure as identified by the Leicester Public Schools Facilities Director (HVAC, physical plant, etc.)
- Approval by certified building inspectors that the identified properties are suitable for occupancy.
- Student safety measures be installed (remote, door entry systems, etc.)
- Reactivation/installation of student notification systems, internet systems (internet and wifi)

It is the recommendation of the BEWG that further modifications be made to Knight Hall to support expanded programming and space for current programming. It is also the recommendation of the BEWG that the Leicester Public Schools begin the Massachusetts School Building Association process to support construction and modification costs to include, but not limited to additions to current structures and construction of new educational spaces on the property.

It is the recommendation of the BEWG that the former Becker College Borger Academic Center, Fuller Campus Center (East and West), Knight Hall, Marsh Hall, Gymnasium, Alumni Field, recreational field space abutting Fuller Campus Center, and all parking areas and methods of egress be used for educational purposes (curricular, co-curricular, and athletic). *Further voted to include Swan Library until all space needs have been determined.*



*VETERINARY CLINIC FOR LEASE*  
*(Former Becker College Lenfest Animal Health Center)*  
*955 Main Street*  
*Leicester, MA 01524*

TOWN OF LEICESTER  
REQUEST FOR PROPOSALS

LEASE OF TOWN OWNED REAL ESTATE

DATE OF ISSUE: MARCH 24, 2022  
PROPOSAL DUE DATE: APRIL 28, 2022

## Request for Proposals

Sealed proposals will be received at the Office of the Town Administrator, 3 Washburn Square, Leicester, MA 01524 on April 28, 2022 at 2:00 p.m. for the following:

**Lease of a Town owned building known as the former Becker College Lenfest Animal Health Center located at 955 Main Street, Leicester, MA 01524.**

Specifications and all other bid documents may be obtained at the Office of the Town Administrator or by email at [genereuxd@leicesterma.org](mailto:genereuxd@leicesterma.org).

Proposals shall be addressed to the Town of Leicester and should be submitted in the manner specified in the RFP. Each bidder shall enclose with the bid an acceptable bid bond or bid deposit in the amount of ten percent (10%) of the proposal's value on the form specified.

The Town of Leicester reserves the right to reject any or all Proposals and to waive any informalities in bidding and to make the award as appears to the best interests of the Town.

TOWN OF LEICESTER

David Genereux  
Town Administrator

## **SECTION 1**

### **GENERAL PROVISIONS**

#### **1.1 GENERAL DESCRIPTION**

The Town of Leicester, acting by and through its Select Board, is offering for lease a Town owned building known as the former Becker College Lenfest Animal Health Center located at 955 Main Street, Leicester, MA 01524. This property, along with all other Becker College properties located within the Town of Leicester was authorized for purchase via Article 3 of the September 14, 2021 Special Town Meeting. The purchase was recorded on December 30, 2021, and can be found in Book 66858, on Page 259.

The Town is seeking a qualified applicant(s) to lease the building using the criteria established in this Request for Proposal (“RFP”). The RFP may be obtained at the office of the Town Administrator, Town Hall, 3 Washburn Square, Leicester, Massachusetts 01524, or via email request at [genereuxd@leicesterma.org](mailto:genereuxd@leicesterma.org).

#### **1.2 GENERAL INFORMATION REGARDING THE PROPERTY**

The Town is requesting proposals from respondents interested in leasing the property in accordance with the terms and conditions of this RFP. It is the objective of the Town that the property be used in a productive manner that adds value to the property and the Town. Preferred uses center around veterinary or medical office applications, although the Town will consider other office/retail possibilities.

The property located at 955 Main Street, Leicester, MA 01520 (hereinafter the “Property”) is a part of 6.80 acre parcel of land on which multiple former Becker College buildings, and a planned municipal dog park are situated, improved by a single story building with an approximate gross area of 7,792+/- square feet. There is a paved parking behind the building, and a larger parking area nearby. The municipal dog park to the north of the property, adjacent to Main Street. Please see Town of Leicester Property Record Card and site imagery attached hereto as Appendix A.

The building, built in 1981, has a concrete block exterior, with a tar and gravel roof. It has 2 half bathrooms. It is heated via forced hot air via natural gas. The furnishings and equipment listed in Appendix B are available for use if they are compatible with the proposal selected by the Town. There are three large outbuildings that available for lease via separate agreement. The property consists of the building and its parking lot. There is a planned dog park just to the north of the property, between the property border and Main Street.

The property is located in the Business zone, as well as the Water Resources Protection Overlay District. Please consult the Town’s zoning bylaws for allowed uses.

The Select Board has been granted authority by the Town to enter into either a short or long- term lease agreement with a Respondent pursuant to MGL Chapter 40, Section 15.

**SECTION 2**  
**EXPECTED LEASE TERMS**

**2.1 GENERAL TERMS FOR LEASE PROPOSALS**

- A. Nothing herein is intended to exclude any responsible Respondent or in any way restrain competition. All responsible Respondents are encouraged to submit proposals. The Town encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
- B. The following meanings are attached to the defined words then used in this RFP.
- (1) "Request for Proposals (RFP)": This document
  - (2) "Town" & "Lessor": The Town of Leicester
  - (3) "Respondent" & "Lessee": The individual responding to this RFP; becomes the Lessor after the lease is signed.
  - (4) "Minimum and Mandatory Evaluation Criteria": The criteria for determining whether the proposal is responsible and responsive.
  - (5) "Comparative Evaluation Criteria": The criteria for determining whether the purposed use of the site is in the best interest of the Town.
  - (6) "Property" shall mean the parcel of land with the building thereon as existing after subdivision by the selected Respondent.
- C. All materials submitted by a Respondent become the property of the Town. The Town is under no obligation to return any of the material submitted by a Respondent.
- D. The selected Respondent shall execute a Lease Agreement with the Town within sixty (60) days from the Respondent's receipt of the Town Administrator's Notice of Award (See sample contract labeled "Form 5"). The Town, in its sole discretion, reserves the right to extend time for execution of the Lease Agreement for extenuating circumstances.
- E. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Respondent to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions, or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
- F. The Lease Agreement referred to in Paragraph 2.1(D) above, shall be drafted by the Town in compliance with the terms of this RFP, and shall incorporate the terms of this RFP and of the proposal selected. At minimum, it is expected that the Lease Agreement will contain the following terms and conditions:
- (1) A thirty-six (36) month term of lease for the Property, with a ninety (90) day termination notice by either party.
  - (2) The willingness by the Lessee 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.
  - (3) The willingness of the Lessee to directly pay all charges relating to its insurance obligations under this Lease with respect to the Demised Premises.
  - (4) The willingness of the lessee 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.
  - (5) All upgrades to the facility necessary to facilitate and support the proposed use to be Lessee's responsibility.

- (6) Language detailing maintenance, upkeep and repair of the building and immediate grounds during the term of the Lease Agreement that are the Lessee's responsibility.
  - (7) Identification all planned capital improvements for the use specific to the Lessee which will preserve the useful life of the Property, to include upgrades to the facility per local, state and federal codes and ADA standards.
  - (8) Language requiring the Lessee to comply with M.G.L. c. 149, §§26-27 (the Massachusetts Prevailing Wage Statute) and cooperate with the Town if the capital improvement work to be performed by Lessee requires the Town to publicly bid such work.
- G. Representations by Respondent that the proposed use will not have a negative impact on the surrounding neighborhood in accordance with Town Zoning and General Bylaws and will not have any environmental or conservation impacts.
- H. Respondent shall be responsible for obtaining all local and state approvals, permits and licenses.
- I. The Respondent will be required to certify that no official or employee of the Town of Leicester, Massachusetts, has an interest in this proposal which the Respondent offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of M.G.L., Chapter 43, Section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
- J. Representations by Respondent that a complaint or claim alleging violation by the Respondent of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Respondent agrees to cooperate with the MCAD in the investigation and disposition of such complaint or claim.

## 2.2 THE PROPOSAL: PRICE AND NON-PRICE INFORMATION

Although price will be a factor and considered by the Town in evaluating responses to this RFP it will not be the sole determining factor. The Town also is interested in seeing the Property utilized in a manner that improves the building and immediate grounds and results in the long-term maintenance of the Property. **The Town will determine the most advantageous proposal taking into consideration all evaluation criteria, as well as price, from responsible and responsive proposers responding to this RFP.**

Proposals, therefore, must include both a "Price" and a "Non-Price" proposal as follows:

- A. Price Proposal information shall state the actual monetary offer being made by the Respondent for lease of the Property on a monthly basis throughout the proposed 36-month lease period. Please see attached Form 4.
- B. Non-Price Proposal information shall state the necessary information as required in the RFP in responding to minimum and comparative evaluation criteria.
- C. Each proposal must comply with all requirements as outlined herein.
- D. Proposals that do not comply with all requirements may be rejected in accordance with law.

## 2.3 PROPOSAL DUE DATE AND SUBMISSION

Proposals considered responsive to this RFP shall be filed with the Town Administrator's Office, 3 Washburn Square, Massachusetts, by **April 28, 2022, at 2:00 PM**. The Proposals will not be opened publicly. If, at the



time of the scheduled proposal opening, the Leicester Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the proposals will be due the at 2:00 PM on the next normal business day.

All Respondents shall submit one (1) package consisting of two sealed envelopes to be marked as Envelope A and Envelope B.

Envelope A shall contain the Respondent's name and shall be further marked, **"REAL ESTATE LEASE PROPOSAL – VETERINARY CLINIC, NON-PRICE INFORMATION"** and shall contain all information requested by the Town as set forth in Section 2.2A NO OTHER MARKINGS SHALL BE MADE ON THE ENVELOPE.

Envelope B shall contain the Respondent's name and shall be further marked, **"REAL ESTATE LEASE PROPOSAL – VETERINARY CLINIC, PRICE INFORMATION"** and shall contain all information required by the Town as set forth in Section 2.2.A NO OTHER MARKINGS SHALL BE MADE ON THE ENVELOPE.

A Respondent may not change any provision of his/her/its proposal after the due date of the Proposal. Minor informalities may be waived by the Town, solely at the Town's discretion or the Respondent at the sole discretion of the Town, may be allowed to correct them. The Town shall have sole authority to determine minor informalities. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake may be corrected to reflect the intended correct offer. A Respondent may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident. The determination as to whether a mistake has occurred shall rest solely with the town.

## **2.4 PROPOSED PRICE**

All prices submitted in response to the RFP shall be firm. Each proposal must state in the Proposal that the Proposal shall remain in effect for ninety (90) days from the deadline for submission. The Town will decide upon award of the proposal within ninety (90) days of submission.

## **2.5 REVISIONS TO RFP**

If it should become necessary to revise any part of the RFP specifications, an addendum will be issued and furnished to all individuals and/or firms receiving this RFP.

Any prospective Respondent requesting a change in or interpretation of existing specifications or terms and conditions must do so within fourteen (14) days (Saturdays, Sundays, and legal holidays excluded) before the scheduled proposal opening date. All requests are to be in writing to the Town Administrator. No changes will be considered, or any interpretation issued unless request received by the Town within that time period. All inquiries must be submitted in writing to:

Town Administrator  
Town of Leicester  
3 Washburn Square  
Leicester, MA 01524  
[genereuxd@leicesterma.org](mailto:genereuxd@leicesterma.org)

## **2.6 WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn, corrected, or modified at any time prior to the time specified for the opening of RFP proposals, by a written and sealed notice received by the Town of Leicester prior to the time and date set for opening of the proposals. Proposal modifications must be submitted in a sealed envelope clearly marked with the Respondent's name and the words, "Modification No. [X]"; where "[X]" indicates the modification number for that particular Respondent. Each modification must be numbered in sequence and must reference the original proposal.

## **2.7 BRIEFING SESSION**

The Town of Leicester will hold a pre-proposal meeting with prospective Respondents to answer questions on the contents of this proposal on April 7, 2022, at 2:00 PM in the Select Board Room, 3 Washburn Square, Leicester, MA with a site visit to follow thereafter, if necessary. **Questions will not be answered on the telephone.**

## **2.8 TIME OF AWARD**

The Town of Leicester shall award this contract within ninety (90) days after proposal opening. The time for award may be extended for up to an additional thirty (30) days after the date of the opening of the proposals by mutual agreement between the Town and the highest responsive and responsible Respondent offering the most advantageous proposal as determined by the Town.

## **2.9 RESERVATION OF RIGHTS**

The Town reserves the right to cancel or reject in whole or in part any or all proposals; to waive any defects, informalities, and minor irregularities in any proposals or offers received; to accept exceptions and to act otherwise if such action as is determined to be in the best interest of the Town.

## **2.10 CERTIFICATE OF NON-COLLUSION**

All persons or firms submitting a proposal shall submit a signed certificate of non-collusion. See attachment labeled "Form 1".

## **2.11 COMPLIANCE WITH M.G. L. CHAPTER 62C SUBSECTION 49A**

Respondent shall submit a signed certificate of compliance with M.G.L. c.62C, § 49A, which states that all state tax returns have been filed and all of the person's or firms' state taxes have been paid; and that all Town taxes and charges, if applicable, have been paid. See attachment labeled "Form 2".

## **2.12 DISCLOSURE STATEMENT**

Respondent shall submit a signed Disclosure Statement for Transaction With A Public Agency Concerning Real Property required by M.G.L. c.7C, §38 (formerly M.G.L. c.7, §40J). See attachment labeled "Form 3".

## **2.13 COMPLIANCE WITH M.G.L., C.59, §2B**

The Respondent awarded the right to Lease with the Town shall be responsible for payment of real estate taxes as required by M.G.L. c.59, §2B, if applicable.

## **2.14 INSURANCE**

All Respondents shall provide a certificate of insurance conforming to the insurance requirements, if any, specified in the Purchase Agreement at closing.

## **2.15 CERTIFICATE OF VOTE OF AUTHORIZATION**

Respondent shall certify that the proposal made to the Town of Leicester is under the pains and penalties of perjury and that the proposal has been made and submitted in good faith and without collusion or fraud. The certification shall also state that the word “person” shall mean any natural person, business, partnership, corporation, committee, club or other organization, entity, or group of individuals involved as part of the offer.

Any corporation making an offer shall also provide a certification stating that the person signing the offer is an authorized corporate officer with the authority to bind the corporation. A certificate of corporate authority shall be provided.

## **2.16 NOTICE AND INFORMATION REQUESTS**

Any and all requests for information shall be made in writing and shall be addressed to: Town Administrator, 3 Washburn Square, Leicester, MA 01524. All questions by prospective bidders will be answered within seven (7) days of receipt by the Town Administrator’s Office. No questions will be answered by Town Officials other than in writing.

## **2.17 ASSIGNMENT OF AGREEMENT**

The Respondent shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP or any right, title or interest therein, in whole or in part, without the written permission of the Town. The Town reserves the right to declare the Respondent in default should the Respondent so act or attempt to act without such written consent from the Town.

## **2.18 INDEMNITY**

The selected Respondent shall, as a term and condition of the Purchase Agreement, indemnify, defend and hold harmless the Town of Leicester and all of its officers, agents, and employees against all suits, claims, or liabilities of every name, nature and description arising out of or in consequence of the acts of the Respondent in the performance of the work covered by this RFP and the Purchase Agreement and/or the Respondent’s failure to comply with the terms and conditions thereof.

The Respondent shall indemnify and hold the Town, its offices, agents and employees harmless from, against, for, and in respect of any liability arising out of the rental of the facility to third parties for special events.

## **2.19 PROPOSAL SECURITY**

A certified check made payable to the Town of Leicester in the amount of ten percent (10%) of the first year’s proposed lease value, must accompany each response to this RFP. This check must be submitted under separate sealed cover

marked “Proposal Surety.” In the case of default, the surety shall be forfeited to the Town as liquidated damages. In the alternative a bid bond, naming the Town as the beneficiary may be provided in lieu of a certified check. Any surety submitted by Respondents not selected by the Town shall be returned to each respective unsuccessful Respondent.

[The remainder of this page is intentionally left blank]

## **SECTION 3**

### **PRICE PROPOSAL INFORMATION FOR LEASE**

#### **3.1 PRICE PROPOSAL INFORMATION**

- A. Price information submitted as part of a response to this RFP for the lease of the Site shall be submitted in Envelope B (see Section 2.3 of this RFP) on the Price Proposal Form attached hereto as Exhibit D.
- B. The proposal must reflect the full lease value, on an annual basis for the term of five (5) years and for Respondent's five (5) year option, utilizing an upfront payment structure for twenty (20) years.
- C. PRICE INFORMATION MUST ONLY APPEAR IN THE PRICE PROPOSAL SECTION OF THE RFP AS SET FORTH IN SECTION 2.3 OF THIS RFP.

[The remainder of this page is intentionally left blank]

## SECTION 4

### NON-PRICE PROPOSAL INFORMATION

#### 4.1 MINIMUM EVALUATION CRITERIA

Each offer to lease the Site contained in this RFP shall include the following minimal information. Proposals not including all of this information, or with insufficient information to meet the criteria described below, shall be eliminated from further consideration.

- A. **Letter of Intent/Offer to Lease:** Respondent must submit a letter indicating an offer to lease and provide a clear and concise statement describing the proposed use of the Property. The Letter of Intent must be signed by the person(s) with authority to contractually bind an offer to lease on behalf of the Respondent.
- B. **Description of the Respondent(s):** A description of the entity submitting the proposal must include, if not an individual, the name of all partners, corporate name(s), and D/B/A(s) if applicable, and the pertinent address and telephone number; names and addresses of all investors/shareholders and officers of the corporation; names and title of persons with the authority to contractually bind an offer to lease with proof of authority by corporate vote or other. The description of the Respondent shall also include the following information:
- (1) Experience and qualifications of the Respondent in leasing, owning, operating and/or managing property(s); and
  - (2) Experience and qualifications of the Respondent's operations and management of a similar facility.
  - (3) Proof of financial capability
- C. **Proposed Use:** Respondent must describe the proposed use(s) for the Property and must include in the Proposal the following information:
- (1) A clear and concise statement describing the proposed use of the Property.
  - (2) A description of the proposed leasehold improvements to be made with associated cost and timeframe for completion.
  - (3) The status of financing commitments for the proposed use of the Property, including the names of equity investors and/or sources of loan funds.
  - (4) An anticipated date for commencement of operations or use of the Property as proposed.
  - (5) A comprehensive description of any proposal to sub-lease the Property for special events to include rental process, estimated cost of rental, type of events, and indemnification to the Town for all sub-leasing activity.
  - (6) A Financial Plan showing a development pro-forma which identifies all anticipated sources and uses of funds, including public and private debt and equity financing and all anticipated acquisition, construction and general development costs.

#### 4.2 COMPARATIVE EVALUATION CRITERIA

Each proposal meeting the Minimum Evaluation Criteria shall be further evaluated and rated according to the Comparative Evaluation Criteria in order to determine the relative merits of each proposal. This review will cover the objectives listed below. Within each category, the degree to which the proposal satisfies the stated objective shall be reviewed and rated on a system of Highly Advantageous, Advantageous, Not Advantageous and Unacceptable.

## **A. Property Use**

*Highly Advantageous:* Respondent presents a business plan that utilizes the Property for animal-related purposes such as a veterinary emergency hospital or clinic; a grooming center; a private kennel; or a wildlife treatment center. Current zoning does not allow for commercial kennels, pet boarding, or an animal shelter.

*Advantageous:* Respondent presents a business plan that utilizes the Property for medical-related purposes such as an emergency care facility, a physician's office, or a dental office.

*Not Advantageous:* Respondent presents a business plan that utilizes the Property for purposes other than listed those listed above.

*Unacceptable:* Respondent does not provide a business plan with their submission.

## **B. Experience of Operator Regarding Business Experience for Proposed Use (See Section 4.1C)**

*Highly Advantageous:* Respondent has ten (10) or more years of experience in owning/managing the business proposed in Section 4.2 A.

*Advantageous:* Respondent has five (5) or more years of experience in owning/managing the business proposed in Section 4.2 A.

*Not Advantageous:* Respondent has less than (5) years of experience in owning/managing the business proposed in Section 4.2 A.

*Unacceptable:* Respondent has no experience in owning/managing the business proposed in Section 4.2 A.

## **C. Experience of Operator Regarding Property Management**

*Highly Advantageous:* Respondent or the Respondent's team demonstrates the experience and qualifications necessary to successfully lease/manage commercial property. Evidence of such experience includes a list of successful properties completed by type and address including names, addresses, and phone numbers of references.

*Advantageous:* Respondent or Respondent's team demonstrates the experience and qualifications necessary to successfully manage commercial property. Evidence of such experience includes other documentation but does not contain a list of properties.

*Not Advantageous:* Respondent or Respondent's team states that they have the ability to successfully manage commercial property but do not provide supporting evidence.

*Unacceptable:* Respondent or Respondent's team does not state that they have the ability to successfully manage housing commercial property and do not provide supporting evidence.

#### **D. Financial Capability**

*Highly Advantageous:* Respondent demonstrates a firm financial commitment for establishing the proposed business, by providing commitment letters or letters of intent from all financial sources and/or can demonstrate fiscal capacity to open the proposed business in either case immediately with significant financial reserves.

*Advantageous:* Respondent demonstrates a financial commitment for establishing the proposed business, by providing commitment letters or letters of intent from all financial sources and/or can demonstrate fiscal capacity to open the proposed business in either case immediately with limited financial reserves.

*Not Advantageous:* Respondent demonstrates potential financial commitments for establishing the proposed business or can demonstrate potential fiscal capacity to open the proposed business, but does not currently have such financing in place.

*Unacceptable:* Respondent does not demonstrate a financial commitment for establishing the proposed business.

#### **E. Neighborhood Impact – Potential Noise**

*Highly Advantageous:* Site noise that would impact any neighbors to be marginal or fully mitigated.

*Advantageous:* Site noise that would impact any neighbors to be partially mitigated.

*Not Advantageous:* Site noise not mitigated, and noticeable to any neighbor

*Unacceptable:* Significant noise that would impact any neighbor.

#### **F. Lease**

*Highly Advantageous:* Developer has no major issues with the potential lease based on the terms of this RFP.

*Advantageous:* Developer has some major issues with the potential lease based on the terms of this RFP, but those are likely to be resolved.

*Not Advantageous:* Developer has some major issues with the potential lease based on the terms of this RFP, that could be difficult to be resolved.

*Unacceptable:* Developer has a substantial number of issues with the potential lease based on the terms of this RFP, that could not likely be resolved to the Town's satisfaction.

[The remainder of this page is intentionally left blank]



## SECTION 5

### PROPOSAL SUBMISSION FORMATION AND CHECKLIST

- 5.1 Respondent should review the RFP to be sure that all necessary documentation is submitted. Proposals that do not contain all of the documentation required in this RFP will not be considered and shall be immediately rejected from further consideration. Respondent should also review Comparative Evaluation Criteria to determine how proposals will be evaluated after meeting the Minimum Evaluation Criteria as set forth in this RFP.
- 5.2 Proposals must be submitted in one (1) package pursuant to Section 2.3. The package must be labeled as follows:

Chief Procurement Officer – Town of Leicester  
Lease of Former Becker Veterinary Clinic  
Town Administrator  
3 Washburn Square  
Leicester, MA 01524

As stated in Section 2.3 a package is to include Envelope A and B. Late submissions will be rejected, regardless of circumstances. The Town is not responsible for submittals not properly marked.

- 5.3 Proposals must include a fully executed Certificate of Non-Collusion and Tax Compliance, and the Disclosure Statement for Transaction with Public Agency Concerning Real Property required by M.G.L. c.7C, §38 (formerly M.G.L. c.7, §40J). Copies of these documents can be found in Exhibit B.
- 5.4 Proposal Checklists. To assist Respondents in responding to the RFP, the Town provides the following checklist:
- A. Bid Surety, Section 2.20
  - B. Envelope A, Sections 2.3 and Section 4
  - C. Envelope B, Section 2.3. See Exhibit D
  - D. Certificates and Disclosures, Section 2.11 and Section 2.12. See Forms 1, 2, and 3.

Please note that the Checklist above is provided solely as a convenience for the Respondents to this RFP. The Respondents shall not assume that the checklist provided is complete. It remains the sole responsibility of the Respondents to ensure that they provide all the information required by this RFP.

[The remainder of this page is intentionally left blank]

## SECTION 6

### PROPOSAL SUBMISSION FORMATION AND CHECKLIST

- 9.1 Respondent should review the RFP to be sure that all necessary documentation is submitted. Proposals that do not contain all of the documentation required in this RFP will not be considered and shall be immediately rejected from further consideration. Respondent should also review Comparative Evaluation Criteria to determine how proposals will be evaluated after meeting the Minimum Evaluation Criteria as set forth in this RFP.
- 9.2 Proposals must be submitted in one (1) package pursuant to Section 2.3. The package must be labeled as follows:

Chief Procurement Officer – Town of Leicester  
Lease of the Former Becker Veterinary Clinic  
c/o Town Administrator  
3 Washburn Square  
Leicester, MA 01524

As stated in Section 2.3 its package is to include Envelope A and B. Late submissions will be rejected, regardless of circumstances. The Town is not responsible for submittals not properly marked.

- 9.3 Proposals must include a fully executed Certificate of Non-Collusion and Tax Compliance, and the Disclosure Statement For Transaction With A Public Agency Concerning Real Property required by M.G.L. c.7C, §38 (formerly M.G.L. c.7, §40J). Copies of these documents are labeled Form 1, 2, and 3
- 9.4 Proposal Checklists. To assist Respondents in responding to the RFP, the Town provides the following checklist:
- A. Bid Surety, Section 2.20;
  - B. Envelope A, Sections 6.3 and Section 8;
  - C. Envelope B, Section 6.3. See Exhibit D;
  - D. Certificates and Disclosures, Section 6.11 and Section 6.12. See Exhibit B.

Please note that the Checklist above is provided solely as a convenience for the Respondents to the Memorial Building RFP. The Respondents shall not assume that the checklist provided is complete. It remains the sole responsibility of the Respondents to ensure that they provide all the information to the Town as required by this RFP.

**Town of Leicester**  
3 Washburn Square  
Leicester, MA 01524

---

**INVITATION TO BID**

Sealed bids will be received at the Office of the Town Administrator, 3 Washburn Square, Leicester, MA 01524 on April 14, 2022 at 10:30 a.m. for the following:

**Landscaping Services  
at the  
Former Becker College Campus**

The Town of Leicester is seeking bids for the maintenance of approximately 18 acres of fields and grounds from May 2, 2022 through November 18, 2022.

Specifications and all other bid documents may be obtained at the Office of the Town Administrator or via email at [forsbergk@leicesterma.org](mailto:forsbergk@leicesterma.org).

Bids shall be addressed to the Town of Leicester and should be submitted in the form specified, in a sealed envelope endorsed "Bid Proposal – Landscape Services – Former Becker College," the title of the bid with the bidder's name and address.

Each bidder shall enclose with the bid an acceptable bid bond or bid deposit in the amount of five percent (5%) of the bid's value on the form specified. The selected bidder will be required to provide a 50% payment bond.

The Select Board reserves the right to reject any or all bids and to waive any informalities in bidding and to make the award as appears to the best interests of the Town of Leicester.

**TOWN OF LEICESTER  
Leicester, Massachusetts**

**Landscaping Services  
at  
Former Becker College Campus**

The Town of Leicester, through its Select Board, is seeking bids for the maintenance of approximately 18 acres of fields and grounds from May 1, 2022, through November 18, 2022.

Bids will be accepted at the Office of the Town Administrator, 3 Washburn Square, Leicester MA 01524 until April 15 at 10:30 a.m., at which time they will be publicly opened and read.

Specifications and all other bid documents may be obtained at the Office of the Town Administrator or via email at [forsbergk@leicesterma.org](mailto:forsbergk@leicesterma.org).

**Scope of Work**

**Specifications: Weekly work**

**Mowing:** All athletic fields will be maintained to a height of 2" in season and 3" out of season. Mowing is to be done weekly. All campus grounds should be maintained at 3.0".

**String Trimming:** String trimming is to be done on a weekly basis throughout the property.

**Specifications: Non-weekly work**

1. **Plant beds:** The plant beds around all buildings should be mulched one week in late August and are to be weeded weekly.
2. **Pruning:** Pruning should be performed as necessary to maintain a desirable look. A desirable look will be the decision of the facilities manager.

**Additional Work:**

While there is the possibility of additional work, such as spring and fall cleanup, general landscaping, and fertilization/aeration of the property, it will be done on an as-needed basis, providing the cost of such services falls within procurement thresholds.

**Description of Property:**

The property is located directly adjacent to the Leicester Town common, on either side of Main Street. The overall property consists of 44 acres, but is greatly reduced by nineteen buildings, a turf field, and impervious surfaces such as roads, parking lots and sidewalks. Total mowable acres is estimated to be 18 acres.

The College previously employed a private firm to mow the property. The task was done weekly by seven workers on an eight-hour shift utilizing commercial mowing equipment.

### Time and Place for Receipt of Bids

- a. Bids will be received at the Office of the Town Administrator, 3 Washburn Square, Leicester, Massachusetts, 01524, addressed to the Town Administrator, until April 14, 2022 at 10:30 a.m.
- b. Questions are due by April 7, 2022. Answers will be emailed to all requestors. Questions received after that time will not be acknowledged.
- c. Bids received after the time established for the receipt of bids shall not be considered regardless of the cause for delay in the receipt of such bid.

### Modification of Bids

Modification of a bid will not be considered unless received in writing prior to the time respectively established for the opening of general bid.

### Withdrawal of Bids

Bids may be withdrawn prior to the time established for the opening of bids only by written request to the awarding authority.

### Interpretation of Contract Documents

- i. The intent of the Town of Leicester is to receive bids for landscape services.
- ii. No oral interpretation will be made to any bidder. Every interpretation requested shall be made in writing. No such request received within three days of the date established for the opening of bids will be given consideration.
- iii. Every interpretation made to a bidder will be in the form of an addendum to the specifications, which will be sent to all persons to whom the contract documents have been issued. All such addenda shall become a part of the contract documents.
- iv. Failure of the awarding authority to send, or of any bidder to receive, any such interpretation shall not relieve any bidder from any obligation under his bid as submitted.

### Bid Security

- a. Each bidder shall enclose with his bid an acceptable bid bond or bid deposit in an amount of five percent (5%) of the first year's bid value. Bid bonds must be issued by a surety company, qualified to do business in Massachusetts, and payable to the "Town of Leicester". Bid deposits must be in the form of a certified check, treasurer's check, or cashier's check drawn on a responsible bank or trust company and made payable to the "Town of Leicester".
- b. Should any bidder to whom an award is made fail to enter into a contract therefore within five (5) days, Sundays and holidays excepted, after presentation by the awarding authority, or fail within such time to furnish a payment bond as required, the amount so received from such bidder through his certified check, treasurer's or cashier's check shall become the property of the Town of Leicester for liquidated damages for such failure.

### Contract Awards

- a. The Awarding Authority reserves the right to reject any or all bids and to waive any informalities in bidding and/or to make the award for all or any part of the work to be done, as appears to the best interests of the Town of Leicester.
- b. The Contract will be awarded, if at all, based on the lowest responsible and eligible bidder meeting specifications as determined by the Select Board. In determining the same, the financial responsibility of the bidder will not be the sole criteria. The Town equally is concerned with the proven and probable ability of the bidder to satisfactorily perform his contract, so that work will be completed on time and in accordance with the contract.
- c. The contract will be awarded for a one season period (May 2, 2022 through November 18, 2022) with the option of two one-year extensions, to be exercised at the sole option of the Select Board.
- d. The Town of Leicester reserves the right to terminate any and all parts of the contract if the contractor fails to comply with the terms of the contract.

Remainder of this page purposefully left blank

**Town of Leicester  
Leicester, Massachusetts**

**Landscaping Services  
at the Former Becker**

**College Campus**

**GENERAL CONDITIONS**

**Character of Workers**

The Contractor shall employ only competent, first-class workers to do the work, and whenever the Contractor shall be notified by the Leicester Public Schools in writing that any person on the work is, in its opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, such a person shall be discharged from the work and shall not be re-employed on it except with the written consent of the Superintendent of Schools.

Criminal Offender Registry Information (CORI) checks will be performed on all employees of the contractor prior their starting work in a school. The contractor shall be given “CORI” record release forms to be filled out by their prospective employees and returned to the Superintendent of Schools for processing.

**Definitions**

The words “approved”, or “acceptable”, “satisfactory”, “necessary”, or words of like import, where they appear in these specifications, shall mean approved by, acceptable to, satisfactory to, or necessary in the opinion of the town of Leicester acting through its Town Administrator or other duly authorized representative.

**Insurance and Bonds**

1. Before starting the work, the Contractor shall supply the Town of Leicester with insurance certificates covering public liability, property damage and worker’s compensation, which will protect the Contractor from claims for damages that may occur as a result of the performance of the work specified herein for the Town of Leicester. The limits of such insurance shall be as follows:

Personal Injury	\$1,000,000 per person
(including bodily injury)	\$1,000,000 per occurrence
Property damage	\$1,000,000 per occurrence
Worker’s compensation	Statutory

2. Insurance certificates shall show the Town of Leicester to be an additionally named insured on all policies pertaining to the work to be performed. All policies shall be written by companies qualified to do business in Massachusetts.

### Bidder Qualifications

1. Bidder must have a minimum of five (5) years' experience of landscaping experience and related services and must submit evidence of having done such work.
2. Bidder must provide a list of references on the form provided. References must be for work performed in the Commonwealth of Massachusetts.
3. Bidder must have been in business for a minimum of five (5) years with the same business name.
4. The successful bidder shall conform to all requirements of State and local laws and regulations.

### Supervision and Workmanship

1. The Contractor shall be fully responsible for the proper installation and repair of all items specified in keeping with the best trade practices, or as otherwise specified herein and for the finished appearance of all related work.
2. All work shall be performed in a thorough and skillful manner and shall be done at such times as may be for the best interests of the project as a whole. All labor shall be compatible and there shall be no conflict with other contract labor that may be performing other contract work in the area.
3. The Contractor shall conform to all requirements of State and local laws and regulations.

### Social Security

The Contractor shall furnish the Town of Leicester with the Employer's Identification Number under the Federal Social Security Program as a condition of the Contract.

---

### Safety

Care shall be taken by the Contractor to protect from damage or injury any person or any equipment or property on the school site that may result because of the performance of the work. All federal, local and state safety requirements shall be complied with.

### Rubbish

The Contractor shall remove from the premises all dirt, rubbish, refuse, etc., caused by the Contractor's operations, and shall leave the premises, at the termination of the Contract, in a condition satisfactory to the Town of Leicester or its representative.



## Addendum

In the case of any ambiguity, inconsistency, error, or omission in any of the bid documents, or a conflict between the provisions in a governmental regulation, the bidder is required to draw such matters to the attention of David Genereux, Town Administrator. The Town Administrator will, in turn, clarify the situation as to the true interpretation thereof and notify each and every person who has received the bid documents through the issuance of an Addendum. The Town of Leicester will not be held responsible for any oral instructions. If the bidder fails to draw such matters to the attention of the Town Administrator as outlined herein, then his bid conclusively will be presumed to have been based upon the interpretation which may be given subsequently by the Town Administrator, or, if such conflict is with a law or regulation, the bid conclusively is presumed to be predicated upon full compliance therewith.

## Taxes

Purchases by the Town of Leicester are exempt from any federal, state, or municipal sales and/or excise taxes.

## Bid Form

The price that the bidder proposes must be typewritten or written in ink in the space(s) provided on the Bid Form. In the event of discrepancy between the unit price and the extension, the unit price will govern. The Town of Leicester assumes no responsibility to recalculate totals if an award is made on the basis of totals.

## Bid Documents

The bidder is to familiarize him/herself thoroughly with all the documents enumerated herewith, as it is conclusively understood that all bids are based upon full compliance with the various provisions contained in said documents. The bid documents consist of: INVITATION TO BID; GENERAL CONDITIONS; SPECIFIC CONDITIONS (if any); SPECIFICATIONS (if any); AND BID FORM. One complete set of documents is to be returned, properly signed and executed.

Landscaping Services – Town of Leicester

**BID FORM**

Town Administrator's Office  
3 Washburn Square  
Leicester, MA 01524

The undersigned proposes to provide Mowing Services for the Town of Leicester as follows:

**Year 1**

1. Mowing of the Becker Campus – Weekly charge for 29 weeks  
per year: \$\_\_\_\_\_ x 29 = \$\_\_\_\_\_
2. Plant Beds – Mulch once per year; weed weekly \$\_\_\_\_\_
3. Hourly rate for additional services \$\_\_\_\_\_

Total \$\_\_\_\_\_

**Year 2:** (Year 1 cost times 1.5%) \$\_\_\_\_\_

**Year 3:** (Year 2 cost times 1.5%) \$\_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Company: \_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_

Telephone: \_\_\_\_\_

**From:** [Christopher J. Petrini](#)  
**To:** [Genereux, David](#); [Forsberg, Kristen](#)  
**Cc:** [Amanda Zuretti](#)  
**Subject:** RE: Town of Leicester, MA - Opioid Settlement Participation Agreements  
**Date:** Friday, March 11, 2022 10:28:37 AM  
**Attachments:** [image003.png](#)  
[Mar. 4 2022 MA-Subdivision Agreement.pdf](#)

---

David, Kristen,

Along with Special Opioid Counsel, we as Town Counsel recommend that the Town execute and approve this Subdivision Agreement for Statewide Opioid Settlements ("Subdivision Agreement"), which will authorize payment of 40% of settlement proceeds (defined as "Abatement Funds" in the Agreement) directly to municipalities, with the remaining 60% paid to a state-administered Opioid Recovery and Remediation Fund. Leicester will receive a pro rata share of the 40% payment based on its population and other factors. The agreement covers the July 2021 settlements with three distributors (McKesson, Cardinal and AmersourceBergen) and opioid- maker Johnson & Johnson, as well as future opioid settlements reached on or before January 1, 2026 so this Subdivision Agreement (if approved and executed) will apply to future settlements reached between now until 1/1/26.

The AG's agreement to increase the share of settlement funds going directly to municipalities to 40% is a positive development, as the AG initially had offered only 15%. Unless you were given omnibus authority to approve settlement agreements on behalf of the Town by the SB, I recommend that you place this Subdivision Agreement on an upcoming SB agenda for approval. I do not know if you have room on this Tuesday night's agenda but if you do, please add it.

Please also let me know if you need me to put this email recommendation into a memo or if you would like me to provide additional details.

Thanks,  
Chris

Christopher J. Petrini  
Petrini & Associates, P.C.  
372 Union Avenue  
Framingham, MA 01702  
Tel. (508) 665-4310  
Fax (508) 665-4313  
[cpetrini@petrinilaw.com](mailto:cpetrini@petrinilaw.com)  
[www.petrinilaw.com](http://www.petrinilaw.com)

## ***Massachusetts State-Subdivision Agreement for Statewide Opioid Settlements***

**A. Statewide Opioid Settlements.** As used herein, the term “**Statewide Opioid Settlements**” refers to statewide opioid settlements reached by or before January 1, 2026 between the Massachusetts Attorney General and non-bankrupt opioid industry participants, pursuant to which certain Massachusetts political subdivisions (“**Massachusetts Subdivisions**”) are eligible to participate and share in Global Settlement Abatement Funds (“**Abatement Funds**”), in exchange for releases. For avoidance of doubt, the July 2021 opioid settlements between the Massachusetts Attorney General and opioid distributors McKesson, Cardinal, AmerisourceBergen, and opioid-maker Johnson & Johnson (“**Settlements**”) are Statewide Opioid Settlements. Unless otherwise stated, the capitalized terms herein shall have the same meaning as in the Settlements.

**B. Massachusetts Abatement Terms.** Abatement Funds shall be used solely to supplement and strengthen, rather than supplant, resources for prevention, harm reduction, treatment, and recovery, in accordance with the purposes and subject to the requirements in the appended Massachusetts Abatement Terms.

**C. Allocation of Abatement Funds to Massachusetts Subdivisions.** The Massachusetts Subdivisions shall collectively be eligible to receive 40% of each Annual Payment of Abatement Funds that come into the state, allocated among them in the percentages reflected in the Settlements, so long as they timely submit Subdivision Settlement Participation Forms in the form attached to the Statewide Opioid Settlements. Participating Subdivisions may elect to share or pool the funds they receive and collaborate on abatement efforts. Participating Subdivisions may also elect to reallocate to the statewide Opioid Recovery and Remediation Fund some or all of their allocation of any Statewide Opioid Settlement with timely notice to the Settlement Administrator.

**D. Allocation of Abatement Funds to Statewide Opioid Recovery and Remediation Fund.** The statewide Opioid Recovery and Remediation Fund (“**ORRF**”) shall receive 60% of each Annual Payment of Abatement Funds as well as: (a) amounts voluntarily reallocated to it by Participating Subdivisions; (b) amounts allocated to Subdivisions that are Non-Participating Subdivisions as of a Payment Date; and (c) any other Abatement Funds not paid out pursuant to Section C. The ORRF is a Statutory Trust, as that term is defined in the Settlements, established by the legislature in 2021 to expand access to opioid use disorder, prevention, intervention, treatment and recovery options throughout Massachusetts. The ORRF is administered by the Executive Office of Health and Human Services in consultation with a 20-member state- and municipal-appointed advisory council with expertise and experience with opioid use disorder.<sup>1</sup>

**E. Consent Judgments.** This Agreement will be appended to proposed Consent Judgments filed in the Massachusetts Superior Court, in an action or actions filed by the Attorney General, consistent with the Statewide Opioid Settlements and any related legislation. In the event of a

---

<sup>1</sup> Current appointees include nonprofit leaders, physicians, professors, and public officials from Amherst, Boston, Brockton, Falmouth, Framingham, Lynn, New Bedford, Pittsfield, Springfield, and Worcester. The advisory council holds public meetings every quarter about priorities for addressing the opioid epidemic in Massachusetts.

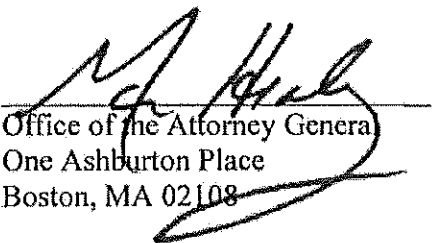
conflict between this Agreement and the Statewide Opioid Settlements, the Statewide Opioid Settlements will govern.

**F. State-Subdivision Agreement.** This Agreement is a State-Subdivision Agreement as forth in Exhibit O to the Settlements and shall take effect subject to the approval requirements therein.

**G. Authority.** The undersigned officials understand and agree to be bound by this Agreement and represent that their execution of this Agreement is voluntary and authorized.

**H. Counterparts.** This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

\*\*\*

<p>THE COMMONWEALTH OF MASSACHUSETTS</p> <p>MAURA HEALEY ATTORNEY GENERAL</p>  <p>Office of the Attorney General One Ashburton Place Boston, MA 02108</p> <p>Date: March 4, 2022</p>	<p>Name of Participating Subdivision:</p> <p>Signature:</p> <p>Name of Signer:</p> <p>Title:</p> <p>Address:</p> <p>Phone Number:</p> <p>Email:</p> <p>Date:</p>
---	--

## **MASSACHUSETTS ABATEMENT TERMS**

### **I. STATEWIDE COMMITMENT TO ABATEMENT**

The Commonwealth and its municipalities have a shared commitment to using abatement funds recovered from statewide opioid settlements to supplement and strengthen resources available to Massachusetts communities and families for substance use disorder prevention, harm reduction, treatment, and recovery in a manner that:

- ❖ reflects the input of our communities, of people who have personal experience with the opioid crisis, of experts in treatment and prevention, and of staff and organizations that are carrying out the abatement work;
- ❖ addresses disparities in existing services and outcomes and improves equity and the health of individuals and communities disadvantaged by race, wealth, and stigma, including through efforts to increase diversity among service providers;
- ❖ addresses mental health conditions, substance use disorders, and other behavior health needs that occur together with opioid use disorder (“OUD”);
- ❖ leverages programs and services already reimbursed by state agencies and programs, including direct care reimbursed by MassHealth and the state’s Bureau of Substance Addiction Services (“BSAS”); and
- ❖ encourages innovation, fills gaps and fixes shortcomings of existing approaches; supplements rather than supplants resources for prevention, harm reduction, treatment, and recovery; includes evidence-based, evidence-informed, and promising programs; and takes advantage of the flexibility that is allowed for these funds.<sup>2</sup>

This document sets forth: how abatement funds from these settlements must be used by the state and its municipalities (Sections II and III); how the state will support municipal abatement initiatives (Section IV); and state and municipal reporting requirements (Section V).

### **II. STATE USE OF ABATEMENT FUNDS**

Abatement funds directed to the state shall be deposited into the statewide Opioid Recovery and Remediation Fund to supplement prevention, harm reduction, treatment, and recovery programs throughout Massachusetts. The Fund is overseen by the Commonwealth’s Executive Office of Health and Human Services (“EOHHS”) together with a Council comprised of 10 municipal appointees appointed by the Massachusetts Municipal Association and 10 state

---

<sup>2</sup> In this document, the words “fund” and “support” are used interchangeably and mean to create, expand, or sustain a program, service, or activity. References to persons with opioid use disorder are intended in a broad practical manner to address the public health crisis, rather than to require a clinical diagnosis, and they include, for example, persons who have suffered an opioid overdose. It is also understood that OUD is often accompanied by co-occurring substance use disorder or mental health conditions, and it is intended that the strategies in this document will support persons with OUD and any co-occurring SUD and mental health conditions.

appointees qualified by experience and expertise regarding opioid use disorder. Appointees serve for two years. The Council holds public meetings every quarter to identify priorities for addressing the opioid epidemic in Massachusetts.

### **III. MUNICIPAL USE OF ABATEMENT FUNDS**

Abatement funds allocated to municipalities shall be used to implement the strategies set forth below. Municipalities are encouraged to pool abatement funds to increase their impact, including by utilizing the Office of Local and Regional Health's Shared Service infrastructure. Municipal abatement funds shall not be used to fund care reimbursed by the state, including through MassHealth and BSAS, although local or area agencies or programs that provide state-reimbursed services can be supported financially in other ways that help meet the needs of their participants.

#### **1. Opioid Use Disorder Treatment**

Support and promote treatment of persons with OUD, including through programs or strategies that:

- a. Expand mobile intervention, treatment, telehealth treatment, and recovery services offered by qualified providers, including peer recovery coaches.
- b. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
- c. Make capital expenditures to rehabilitate and expand facilities that offer treatment for OUD, in partnership with treatment providers.
- d. Treat trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose).

#### **2. Support People In Treatment And Recovery**

Support and promote programs or strategies that:

- a. Provide comprehensive wrap-around services to individuals with OUD, including job placement, job training, or childcare.
- b. Provide access to housing for people with OUD, including supportive housing, recovery housing, housing, rent, move-in deposits, and utilities assistance programs, training for housing providers, or recovery housing programs that integrate FDA-approved medication with other support services.
- c. Rehabilitate properties appropriate for low-threshold and recovery housing, including in partnership with DHCD-funded agencies and OUD-specialized organizations.
- d. Provide peer support specialists that support people in accessing OUD treatment, trauma-informed counseling and recovery support, harm reduction services, primary healthcare,

or other services, including support for long-term recovery encompassing relapse, treatment, and continued recovery.

- e. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD.
- f. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD.
- g. Provide transportation to treatment or recovery services for persons with OUD.
- h. Provide employment training or educational services for persons with OUD, such as job training, job placement, interview coaching, community college or vocational school courses, transportation to these activities, or similar supports.
- i. Increase the number and capacity of high-quality recovery programs to help people in recovery.
- j. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
- k. Support programs for recovery in schools and/or standalone recovery high schools.
- l. Support bereaved families and frontline care providers.

### **3. Connections To Care**

Provide connections to care for people who have, or are at risk of developing, OUD through programs or strategies that:

- a. Support the work of Emergency Medical Systems, including peer support specialists and post-overdose response teams, to connect individuals to trauma-informed treatment recovery support, harm reduction services, primary healthcare, or other appropriate services following an opioid overdose or other opioid-related adverse event.
- b. Support school-based services related to OUD, such as school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people. This should include alternatives to suspension or interaction with school resource officers such as restorative justice approaches.
- c. Fund services or training to encourage early identification and intervention for families, children, or adolescents who may be struggling with use of drugs or mental health conditions, including peer-based programs and Youth Mental Health First Aid. Training programs may target families, caregivers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.



- d. Include Fire Department partnerships such as Safe Stations.<sup>3</sup>

#### **4. Harm Reduction**

Support efforts to prevent overdose deaths or other opioid-related harms through strategies that:

- a. Increase availability of naloxone and other drugs that treat overdoses for first responders,<sup>4</sup> overdose patients, individuals with OUD and their friends and family, schools, community-based organizations, community navigators and outreach workers, persons being released from jail or prison, or the public.
- b. Provide training and education regarding naloxone and other drugs that treat overdoses.
- c. “Naloxone Plus” strategies to ensure that individuals who receive naloxone to reverse an overdose are linked to treatment programs or other appropriate services.
- d. Approve and fund syringe service programs and other programs to reduce harms associated with drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, syringe collection and disposal, connections to care, and the full range of harm reduction and treatment services provided by these programs.
- e. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, primary and behavioral health care, recovery support, or other appropriate services to persons with OUD.
- f. Promote efforts to train health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD in crisis training and harm reduction strategies.
- g. Active outreach strategies such as the Drug Abuse Response Team model or the Post Overdose Support Team model.
- h. Provide outreach and services for people who use drugs and are not yet in treatment, including services that build relationships with and support for people with OUD.

#### **5. Address The Needs Of Criminal-Justice-Involved Persons**

Support diversion and deflection programs and strategies for criminal-justice-involved persons with OUD, including:

- a. Programs, that connect individuals involved in the criminal justice system and upon release from jail or prison to OUD harm reduction services, treatment, recovery support, primary healthcare, prevention, legal support, or other supports, or that provide these

---

<sup>3</sup> Safe Stations currently operate in Fall River and Revere. See, e.g., <https://www.mma.org/fall-river-fire-stations-become-safe-stations-for-people-seeking-addiction-treatment/>.

<sup>4</sup> Municipalities can purchase discounted naloxone kits from the State Office of Pharmacy Services. See <https://www.mass.gov/service-details/bulk-purchasing-of-naloxone>.

services.

- b. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater OUD expertise.
- c. Public safety-led diversion strategies such as the Law Enforcement Assisted Diversion model.
- d. Participate in membership organizations such as the Police Assisted Addiction Recovery Initiative for training and networking and utilize law enforcement training opportunities such as the Safety and Health Integration in the Enforcement of Laws on Drugs (SHIELD) model.<sup>5</sup>

## **6. Support Pregnant Or Parenting Women And Their Families, Including Babies With Neonatal Abstinence Syndrome**

Support pregnant or parenting women with OUD and their families, including babies with neonatal abstinence syndrome, through programs or strategies that provide family supports or childcare services for parents with OUD, including supporting programs such as:

- a. FIRST Steps Together, a home visiting program for parents in recovery that currently has seven sites serving cities and towns across the state;
- b. Pregnant/post-partum and family residential treatment programs, including and in addition to the eight family residential treatment programs currently funded by DPH; and
- c. the Moms Do Care recovery support program that has grown from two to ten programs in the state.

## **7. Prevent Misuse Of Opioids And Implement Prevention Education**

Support efforts to prevent misuse of opioids through strategies that:

- a. Support programs, policies, and practices that have demonstrated effectiveness in preventing drug misuse among youth. These strategies can be found at a number of existing evidence-based registries such as Blueprints for Health Youth Development (<https://www.blueprintsprograms.org/>).
- b. Support community coalitions in developing and implementing a comprehensive strategic plan for substance misuse prevention. There are a number of evidence based models for strategic planning to consider including but not limited to the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (<https://www.samhsa.gov/sites/default/files/20190620-samhsa-strategic-prevention-framework-guide.pdf>) and Communities That Care developed by the University of Washington (<https://www.communitiesthatcare.net/programs/ctc-plus/>).
- c. Engage a robust multi-sector coalition of stakeholders in both the development and implementation of the above stated strategic plan (<https://www.prevention->

---

<sup>5</sup> See <https://paariusa.org>

[first.org/centers/center-for-community-engagement/about-this-center/](https://first.org/centers/center-for-community-engagement/about-this-center/)).

- d. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD.
- e. Support greater access to mental health services and supports for young people, including services provided in school and in the community to address mental health needs in young people that (when not addressed) increase the risk of opioid or another drug misuse.
- f. Initiate, enhance, and sustain local youth health assessment through the implementation of a validated survey tool to develop localized strategic plans that will inform the best ways to institute or enhance strategies to reduce and prevent youth substance misuse, including mental health services and supports for young people, intervention services for families, and youth-focused programs, policies, and practices that have demonstrated effectiveness in reducing and preventing drug misuse.

#### **IV. STATE SUPPORT FOR MUNICIPAL ABATEMENT AND INTER-MUNICIPAL COLLABORATION**

EOHHS and the Department of Public Health (DPH), including through its Office of Local and Regional Health (OLRH), will support municipal abatement initiatives by providing strategic guidance to help Massachusetts municipalities select and implement abatement strategies and effectively pool their resources through inter-municipal Shared Service Agreements, as well as other technical assistance. By pooling resources, functions, and expertise, a consortium of cities and towns can expand the public health protections and services they offer residents.

In addition, EOHHS/DPH will collect information regarding municipal abatement and publish an annual report to provide the public with information about the municipal abatement work and to highlight effective strategies, lessons learned, and opportunities for further progress. The support for municipal abatement described in this Section IV will be funded by the state abatement funds described in Section II, above.

#### **V. REPORTING AND RECORD-KEEPING REQUIREMENTS**

**A. STATE REPORTING.** Annually, not later than October 1, the secretary of EOHHS shall file a report on the activity, revenue and expenditures to and from the statewide Opioid Recovery and Remediation Fund in the prior fiscal year with the clerks of the senate and the house of representatives, the house and senate committees on ways and means and the joint committee on mental health, substance use and recovery and made available on the executive office of health and human services' public website. The report shall include, but not be limited to: revenue credited to the fund; expenditures attributable to the administrative costs of the executive office; an itemized list of the funds expended from the fund; data and an assessment of how well resources have been directed to vulnerable and under-served communities. EOHHS filed its first Annual Report on October 1, 2021.

**B. MUNICIPAL REPORTING.** Cities and towns that receive annual abatement distributions of \$35,000<sup>6</sup> or more, whether individually or pooled through OLRH Shared Service arrangements, will be required to submit annual reports of their Municipal Abatement Fund expenditures in the prior fiscal year to EOHHS, starting in FY2023. The reports shall include, but not be limited to: municipal abatement funds received; an itemized list of the funds expended for abatement and administrative costs, if applicable; the unexpended balance; a brief description of the funded abatement strategies and efforts to direct resources to vulnerable and under-served communities. Additional reporting-related guidance shall be provided. All municipalities must: maintain, for a period of at least 5 years after funds are received, documents sufficient to reflect that Municipal Abatement Funds were utilized for the Municipal Abatement Strategies listed herein.<sup>7</sup>

---

<sup>6</sup> EOHHS retains the right to modify this reporting threshold.

<sup>7</sup> Nothing in this document reduces obligations under public records law.

**SELECT BOARD MEETING MINUTES  
MARCH 5, 2022 AT 9:00AM  
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**CALL TO ORDER/OPENING**

Chair Antanavica called the meeting to order at 9:00am. 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. Advisory Committee members Dave Mero, Paul Messier, Dorothy Dudley and Bob Mercer were in attendance. Dennis McGrail and Bonnie Layden were absent.

**1. Reserve Fund Transfer Requests (2) – Highway Department Fuel and Field Maintenance Supplies**

Highway Superintendent Dennis Griffin presented a request for \$10,000 for field maintenance at Rochdale Park to include slice and seed, application of insecticide, fertilizer, crabgrass and weed control, lime and core aerate all athletic fields. This funding would cover the full playing season at Rochdale and there should be an 80% improvement in the field by the end of the season. The need to address conditions at the Little League/Softball fields was also discussed. Bob Mercer, Advisory Committee, asked for a \$10-\$15K budget for maintenance at all 7 town owned parks annually. Mr. Mercer took field samples from Rochdale Park to UMASS which showed Becker had not been fertilizing the fields. The Board discussed using a local contractor or getting quotes vs the proven track record this company has including on fields in Town.

**Motion 030522-1a:** A motion was made by Mr. Phillips and seconded by Ms. Provencher to approve the \$10,000 reserve fund transfer for the highway department for field maintenance at Rochdale Park. **Motion carries 4:1:0.**

***A motion was made by Ms. Dudley and seconded by Mr. Messier to approve the \$10,000 reserve fund transfer for the highway department for field maintenance at Rochdale Park. Motion carries 4:0:0.***

Highway Superintendent Dennis Griffin presented a request for \$30,000 for fuel due to rising fuel prices and an increase in the number of Town vehicles utilizing the fuel island at the highway garage.

**Motion 030522-1b:** A motion was made by Mr. Phillips and seconded by Mr. Shocik to approve the \$30,000 reserve fund transfer for the highway department for fuel. **Motion carries 5:0:0.**

***A motion was made by Mr. Mercer and seconded by Mr. Messier to approve the \$30,000 reserve fund transfer for the highway department for fuel. Motion carries 4:0:0.***

**2. FY23 Municipal Budget Hearing and Presentations**

A motion was made by Mr. Messier and seconded by Ms. Dudley to open the FY23 municipal budget public hearing at 9:54am. Motion carries 4:0:0.

Budget presentations were given by the Town Clerk, Highway Department, Development & Inspectional Services, Police Department, Library, Senior Center and Town Administrator budget.

***A motion was made by Ms. Dudley and seconded by Mr. Messier to continue the public hearing to March 26, 2022. Motion carries 4:0:0.***

**Motion 030522-2:** A motion to adjourn was made by Ms. Provencher and seconded by Mr. Shocik at 12:02pm. **Motion carries 5:0:0.**

**SELECT BOARD MEETING MINUTES  
MARCH 7, 2022 AT 5:30PM  
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**CALL TO ORDER/OPENING**

Chair Antanavica called the meeting to order at 5:36pm. Chair Rick Antanavica, Vice-Chair John Shocik, Second Vice-Chair Herb Duggan Jr., Selectman Dianna Provencher, Selectman Allen Phillips, Town Administrator David Genereux and Assistant Town Administrator Kristen Forsberg were in attendance.

**1. SCHEDULED ITEMS**

**a. 5:30pm – Executive Session, MGL Chapter 30A, Section 21(a), Exception #3**

**i. Discuss Strategy with Respect to Collective Bargaining (Police Officer Union)**

**Motion 030722-1a:** A motion was made by Mr. Phillips and seconded Ms. Provencher to enter into executive session at 5:38pm under MGL Chapter 30A, Section 21(a), Exception 3, to discuss strategy with respect to collective bargaining (Police Officer Union). The Chair declared that to discuss this matter in open session would compromise the position of the Town. Roll call: All Ayes. Mr. Antanavica and Mr. Phillips recused themselves from executive session and left the room.

**b. 6:00pm – Discuss/Vote on One Day Liquor License Requests (30) – Maple Hill Disc Golf, Steve Dodge**

Steve Dodge with Maple Hill Disc Golf stated he is looking to expand operations to include Maple Hill Weekends with food and beer/wine. If all goes well, Mr. Dodge intends to apply for a liquor license for next year. Ms. Forsberg noted the paperwork is in order and the maximum number of one day licenses allowed annually is 30.

**Motion 030722-1b:** A motion was made by Mr. Phillips and seconded by Mr. Shocik to approve the request for 30 one day liquor licenses for Maple Hill Disc Golf, manager Steve Dodge, pending concurrence from the Police Chief. **Motion carries 5:0:0.**

**c. 6:00pm – Discuss/Vote on One Day Liquor License Requests (15) – Maple Hill Disc Golf, Kevin Jarvi**

Kevin Jarvi of Alta Vista Farm and Milk Room Brewing Company presented a request for 15 one day liquor licenses for Milk Room Brewing Company to serve beer and wine at events at Maple Hill Disc Golf.

**Motion 030722-1c:** A motion was made by Mr. Phillips and seconded by Ms. Provencher to approve the request for 15 one day liquor licenses for Milk Room Brewing Company, manager Kevin Jarvi, pending concurrence from the Police Chief. **Motion carries 5:0:0.**

**d. 6:15pm – Discuss/Vote on Road Conversion Request – Virginia Drive**

John Stelmach with Oakridge Estates presented a road conversion request for Virginia Drive to turn it into a public road. The development began in 1998 and is subject to the 2010 road acceptance policy. Mr. Antanavica noted there are a number of outstanding issues including four manholes that stick up above the asphalt that will damage Town plows and the need for pictures from inside of the manholes to confirm the pipes are properly cemented. A site walk with the Road Conversion Committee will be required and this request will likely go to Fall Town Meeting, not Spring Town Meeting. This item was tabled to a later meeting after the Road Conversion Committee meets.

**e. 6:30pm - Discuss/Vote on Request to Approve Use of Roads – Tarentino Strong 5K – May 15<sup>th</sup>**

Trish Tarentino with the Tarentino Strong 5K discussed this community event which starts at the High School at 10am on May 15<sup>th</sup>. Ms. Tarentino has sought and received approval from the Police Chief and the School Department for this event.

**Motion 030722-1e:** A motion was made by Mr. Duggan and seconded by Mr. Phillips to approve the use of Town roads for the Tarentino Strong 5k race on May 15<sup>th</sup>. **Motion carries 5:0:0**

## **2. PUBLIC COMMENT PERIOD**

No members of the public provided comment

## **3. REPORTS & ANNOUNCEMENTS**

### **a. Student Liaison Reports**

The Student Liaisons provided updates from the Leicester Public Schools.

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

The Town Administrator presented highlights from the written report detailing office activities including discussion of a recent insurance claim regarding a federal court case from a former school employee and a request from the Highway Superintendent to use Chapter 90 funds to purchase a Kubota excavator with trailer at a cost of \$115,185 off the State bid list.

### **c. Select Board Reports**

The Select Board discussed various topics including the Becker Reuse Working Group meeting, how to share information across working groups, the red reflective number signs in Town sponsored by the Leicester Firefighters Association which can be purchased and installed for \$20, use of ARPA funds to pay off CVSD loans which is not allowed, getting a town car for patrols by Joe Fontaine, a video shown on LCAC by a former Selectboard member, ARPA funds to pay for a feasibility study for the Moose Hill reservoir, congrats to the girls LHS basketball team, ARPA funding for the recycling center or permission to use one of the sheds behind the vet clinic, keys to Becker for the Select Board, the Annual Town Election, reading a poem to veterans and the Becker Educational Working Group meeting this Wednesday at 6pm.

## **4. RESIGNATIONS & APPOINTMENTS**

### **a. Resignation – Charles Laperle Jr. – Police Officer**

**Motion 030722-4a:** A motion was made by Ms. Provencher and seconded by Mr. Shocik to accept with regrets the resignation of Charles Laperle Jr. and to send a letter of thanks for service. **Motion carries 5:0:0.**

### **b. Appointment – Christopher Goodney, Jr. – Per-Diem EMT**

**Motion 030722-4b:** A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Christopher Goodney Jr. to the position of per-diem EMT. **Motion carries 5:0:0.**

### **c. Appointment – Zachary Clements – Per-Diem Paramedic**

**Motion 030722-4c:** A motion was made by Ms. Provencher and seconded by Mr. Phillips to appoint Zachary Clements to the position of per-diem paramedic. **Motion carries 5:0:0.**

### **d. Appointments – Bark Park Committee**

**Motion 030722-4d1:** A motion was made by Mr. Antanavica and seconded by Mr. Shocik to appoint Allen Phillips as the Select Board member on the Bark Park Committee. **Motion carries 4:0:1 (Mr. Phillips abstained).**

**Motion 030722-4d2:** A motion was made by Ms. Provencher and seconded by Mr. Phillips to appoint Stephanie Parke to the Bark Park Committee. **Motion carries 5:0:0.**

**Motion 030722-4d3:** A motion was made by Mr. Phillips and seconded by Ms. Provencher to appoint Peggy Prynosi to the Bark Park Committee. **Motion carries 5:0:0.**



**Motion 030722-4d4:** A motion was made by Mr. Phillips and seconded by Mr. Shocik to appoint Courtney Skouby to the Bark Park Committee. **Motion carries 5:0:0.**

**Motion 030722-4d5:** A motion was made by Ms. Provencher and seconded by Mr. Phillips to appoint Richard Spaulding to the Bark Park Committee. **Motion carries 5:0:0.**

**Motion 030722-4d6:** A motion was made by Mr. Phillips and seconded by Ms. Provencher to appoint Paul Stimson to the Bark Park Committee. **Motion carries 5:0:0.**

## **5. OTHER BUSINESS**

### **a. Accept Senior Center Donation**

**Motion 030722-5a:** A motion was made by Ms. Provencher and seconded by Mr. Shocik to accept the \$2,000 donation to the Senior Center from the Camosse family. **Motion carries 5:0:0.**

### **b. Discuss/Vote on Police Union Memorandums of Understanding (3)**

Mr. Genereux noted that the union has requested that only two contracts be voted on at this time although all three were discussed in executive session without significant issues. The first MOU is a resolution of a personal day grievance from November 7, 2021. This MOU would allow the named supervisors to be credited with 55% of the personal days they were entitled to but not credited for between the years of 2001-2021 to be used at the discretion of the Police Chief. The second MOU is regarding impact bargaining for body worn cameras. This MOU would provide \$300 per member per year for two years only and no further compensation thereafter for wearing the cameras. The cameras are to be worn by all on duty officers and the Police Department received a grant in the amount of \$40,000 to purchase the cameras. The estimated total cost of this MOU is \$12,000.

**Motion 030722-5b:** A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the resolution of personal day grievance of November 7, 2021 and the impact bargaining regarding body worn camera MOUs. **Motion carries 3:0:2 (Mr. Antanavica and Mr. Phillips abstained).**

### **c. Discuss/Vote on Swan Library Lease with Massachusetts State Police Museum and Learning Center**

Mr. Genereux stated he received correspondence over the weekend from the Massachusetts State Police Museum and Learning Center (MSPMLC) regarding immediate withdrawal from the Swan Library lease. The MSPMLC did additional research regarding the installation of an elevator to meet ADA requirements. They were given a soft price of \$150K, not including addressing the potential concerns of ledge and/or groundwater. MSPMLC secured \$50K for the elevator and stated they were only looking at a two-year occupancy which made the project prohibitively expensive. The lease of the Swan Library was referred back to the Swan Library Reuse Working Group.

### **d. Discuss/Vote on ARPA Funding (Moose Hill)**

Mr. Genereux stated that regulations have been loosened regarding the use of federal ARPA funding. The approval to spend these funds lies with the Select Board. Mr. Genereux discussed a request to use ARPA funding for the \$220K Town match to the Moose Hill Feasibility Study One Stop Grant. The total cost of the study is \$620K and the grant would cover \$400K. The grant would fund the planning and permitting associated with designating the Moose Hill Reservoir as a Class A drinking water supply. The Board discussed the viability of Moose Hill, the outcomes of previous Moose Hill studies, the purpose of the study, etc.

**Motion 030722-5d:** A motion was made by Mr. Duggan and seconded by Mr. Phillips to take this item up at a Select Board meeting to be held next Monday night. **Motion carries 5:0:0**

e. **2022 Annual Town Meeting Warrant Discussion**

Mr. Genereux discussed the first draft of the Annual Town Meeting warrant. Most articles are fairly standard. New articles include establishment of an EMS enterprise account and an appropriation of funds to this account, changing the Moose Hill Water Commission appointments from elected to appointed, removal of the position of Police Chief from Civil Service, and removing the provision to send mailers for ballot measures.

f. **Discuss/Vote on Leicester Athletic Field Regulations**

Mr. Phillips discussed the rules and regulations for the recreational facilities in Town as drafted by the Becker Athletic Working Group. This includes rules for the turf field and for Bark Park. Most rules were unanimously agreed to except the rule to bar practices from the turf field. Nate Hagglund requested the Select Board suspend rule 13 (day of rest) and rule 15 (not moving the net) for the schools. Mr. Hagglund noted the schools looked at seven nearby single turf field communities that Leicester plays against, and none have rest days for their turf fields. Mr. Hagglund added he spoke with the former Becker athletics director Frank Miller and learned that Becker put in the "Cadillac" of turf fields in 2018 with top-of-the-line plastic and they fluffed it 3-4x per semester. Per Becker, the weather wears a field out more than play time. Jen Reynolds, Athletic Director for the Schools, noted that all colleges play on turf fields, and it is a different level of play. There is no home field advantage for Leicester if they can't practice on the turf field. Turf fields are safer, and the ball moves at a totally different speed, so players need to spend time getting used to it. The Select Board recommended the schools come back and seek a waiver for these rules.

g. **MSBA Statement of Interest & School Closure Statement – Leicester High School Boiler Replacement**

Ms. Tencza noted that the schools applied to the State MSBA Accelerated Repair Program for the high school boiler replacement several years ago but did not receive funding. The project does meet the minimum grant criteria of 25 years old and over \$25,000 but often projects that are even older receive funding. Ms. Tencza asked that the Board sign a school closure statement required to apply for these funds. The statement says the Town has closed a school in the last 10 years (Memorial School) and intends to close a school in the next 10 years (Middle School).

**Motion 030722-5g:** A motion was made by Mr. Duggan and seconded by Mr. Phillips to authorize the Select Board Chair to sign the School Closure Statement as part of the MSBA Statement of Interest for the Leicester High School Boiler Replacement project. **Motion carries 5:0:0.**

**6. MINUTES**

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

**Motion 030722-6:** A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the minutes of February 17, 22 and 28, 2022. **Motion carries 5:0:0.**

**Motion 030722-7:** A motion to adjourn was made by Mr. Antanavica and seconded by Mr. Shocik at 9:29pm. **Motion carries 5:0:0.**

**SELECT BOARD MEETING MINUTES  
MARCH 14, 2022 AT 6:00PM  
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**CALL TO ORDER/OPENING**

Chair Antanavica called the meeting to order at 6:00pm. 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. PUBLIC COMMENT PERIOD**

Doug Belanger, 13 Harberton Drive, discussed concerns from residents about what is going on between the School Committee, Select Board and the Town. Mr. Belanger stated it is time to get these boards together in light of the Becker project but also in general due to issues between the Select Board and the School Committee. Mr. Belanger offered to mediate/moderate the meeting.

Mr. Antanavica apologized for his outburst at the last meeting and to any department heads or workers who were offended. Mr. Antanavica stated he is interested in facts and figures.

Bill Robert, 175 White Birch Street, requested an agenda item regarding the Becker working group progress. Mr. Robert stated he feels the working groups have lost direction.

Peter Cusolito, 90 Willow Hill Road, agreed with Mr. Robert and state the groups are overlapping in their responsibilities and should all come together and meet. Mr. Cusolito stated he has been working to inventory IT items on the campus.

**2. REGULAR BUSINESS**

**a. Discuss/Vote on Purchase of Mini Excavator for Highway Department (Chapter 90 Funds)**

Mr. Griffin presented a request to purchase a mini excavator and trailer using \$115,184.33 in Chapter 90 funds. The Capital Committee has voted to approve this purchase.

**Motion 031422-2a:** A motion was made by Mr. Duggan and seconded by Mr. Phillips to approve the purchase of the mini excavator and trailer by the Highway Department using \$115,184.33 in Chapter 90 funds. **Motion carries 5:0:0.**

**b. Discuss/Vote on Sale of Fire Rescue Truck**

Mr. Duggan stated the Oakham Fire Department has voted to purchase the Town's 2006 Fire Rescue Truck for \$40,000 using their ARPA funding. Mr. Genereux noted that procurement laws do not apply when transferring vehicles from municipality to municipality. The sale would include the truck mounted generator that is built into the truck and the jaws of life. The Fire Chief has agreed to surplus the truck, generator and jaws of life. Radios and other small items have been removed.

**Motion 031422-2b:** A motion was made by Ms. Provencher and seconded by Mr. Phillips to approve the sale of the 2006 Fire Rescue Truck to the Town of Oakham for \$40,000 including the generator and jaws of life as surplussed by the Fire Chief. **Motion carries 5:0:0.**

**c. Discuss/Vote on Request to Use Becker Turf Field – Leicester Soccer Club**

Mr. Genereux received a request from Stu Loosemore of the Leicester Soccer Club to use the Becker Turf Field on 3/19. Mr. Loosemore requested a one-time use of the field for 1<sup>st</sup> and 2<sup>nd</sup> grade kids for a two-hour pre-

season soccer clinic. The Board discussed charging a \$100 fee, the fact that request from other groups have been turned down, insurance requirements and waiting until the vote on the field rules and regulations that are on the agenda this evening.

**Motion 031422-2c:** A motion was made by Ms. Provencher and seconded by Mr. Duggan to table this item until after the Leicester Athletic Field Regulations have been voted on. **Motion carries 5:0:0**

**d. Discuss/Vote on Leicester Athletic Field Regulations**

Mr. Phillips discussed the proposed athletic field regulations and the applicants for the Recreational Field Organizer position. The regulations include rules for the turf field and the dog park. Mr. Phillips stated the fees should be forthcoming from the Becker Athletic Working Group within 1-2 weeks. The committee considered recommendations from turf field manufactures and other towns while drafting these regulations. The Board discussed making the following amendments:

- Additional Playgrounds, Courts and Facility Rules #8 - Change April-October to April 1<sup>st</sup>-October 31<sup>st</sup>
- Fields and Facilities Rules and Regulations #14 - State "For any immediate life safety issue, call 911. For any other immediate safety concerns please notify Leicester Police at 508-892-7010."

**Motion 031422-2d1:** A motion was made by Mr. Shocik and seconded by Mr. Duggan to approve the Leicester Athletic Field Regulations as amended above. **Motion carries 5:0:0.**

**Motion 031422-2d2:** A motion was made by Mr. Shocik and seconded by Ms. Provencher to approve the request from Leicester Soccer Club to use the turf field on 3/19 from 8:30am-10:30am for a fee \$50. **Motion carries 5:0:0.**

**e. Discuss/Vote on Use of ARPA Funding for Moose Hill Grant Match**

Members of the Moose Hill Water Commission discussed the importance of determining whether Moose Hill can be permitted as a Class A water source. Commissioner Jay Powell noted that Moose Hill has never been tested and has never been designated as a Class B water source. There are grant funds available to pay for this testing and the Town is not obligated to move forward with developing this water source or building a treatment plant regardless outcome of the testing. The Board discussed only applying for the one stop grant with a reduced scope and not using ARPA funds as a match. The scope would be reduced to just determining if Moose Hill is eligible to become a class A water source.

**Motion 031422-2e:** A motion was made by Mr. Phillips and seconded by to apply for a one stop grant in the amount of \$400,000 for the Moose Hill study. **Motion carries 5:0:0.**

**Motion 031422-3:** A motion to adjourn was made by Ms. Provencher seconded by Mr. Shocik at 8:05pm. **Motion carries 5:0:0**