



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

**ORGANIZATION:** Select Board & Advisory Committee)

**MEETING:** X

**PUBLIC HEARING:**

**DATE:** April 11, 2022

**TIME:** 5:15pm

**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/693411285>

-OR-

(224) 501-3412; Access Code: 693-411-285

### CALL TO ORDER/OPENING

#### 1. SCHEDULED ITEMS

- a. 5:30pm – Discuss/Vote on Annual Town Meeting Warrant Articles(Select Board & Advisory Committee)
- b. 6:30pm – Eagle Scout Presentation – Xavier Morales
- c. 6:45pm – School Waiver Request – Athletic Regulations
- d. 7:00pm – Open Space and Recreation Plan Discussion
- e. 7:15pm – Discuss/Vote on Becker Properties Available for Disposition (Vet Clinic & Others)

#### 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. Retirement – Kristopher Soucie - Firefighter
- b. Resignation – Tyler Jefferson – EMT
- c. Appointment – Megan Canavan – Animal Inspector
- d. Appointment – Kristen Johnson – Part Time Non-Benefitted EMT
- e. Appointment – Kristopher Mastromatteo – Part Time Non-Benefitted Paramedic
- f. Appointments – On Call Firefighter Recruits – James Whittimore Jr., Tanisha Rodriguez, Thomas Missiewicz
- g. Appointment – Library Assistant – Marie Paquette
- h. Special Municipal Employee Appointment Request – Town Recycling Committee
- i. Reappointment – Matt Thompsen – Memorial Day Committee

#### 5. OTHER BUSINESS

- a. Accept Recycling Center Donation
- b. 2022 License Renewal – Wings & Co, 1072 Main Street – Common Victualler License
- c. Right of First Refusal – Pine Street Land

- d. Becker Working Groups Update
- e. Discuss/Vote on Out of Town Recreation Fees
- f. Request to Use Becker Turf Field – Evolution Field Hockey Club
- g. Approval of Highway Department MOU
- h. Accept Senior Center Donation
- i. Vote to Set the Annual Town Election for June 14<sup>th</sup>, 2022, from 12pm to 8pm in the Town Hall Gym
- j. Discuss /Vote Ballot Questions – Annual Town Election
- k. Discuss/Vote on Juneteenth as a Municipal Holiday for Town of Leicester
- l. Discuss/Vote Surveying Contract – Tauper Land Survey
- m. Discuss/Vote on Use of ARPA Funding for Additional Equipment for New Fire Pumper - \$33,707
- n. Accept PD Donation

**6. MINUTES**

- a. March 21, 2022
- b. March 26, 2022

**ADJOURN**



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

April 4, 2022

Eagle Scout Xavier Morales  
c/o Advancement Chair – BSA Troop 123  
935 Stafford Street  
Rochdale, MA 01542

Dear Eagle Scout Xavier Morales:

On behalf of the Select Board of the Town of Leicester, please accept the enclosed Certificate of Achievement along with our congratulations on becoming an Eagle Scout.

Best regards,

*Leicester Select Board*

# CERTIFICATE OF ACHIEVEMENT

THIS CERTIFICATE IS AWARDED TO

*Zavier Morales*

TROOP 123      LEICESTER MA

For achieving the rank of “Eagle Scout”

*“Congratulations! We wish you every continued success.”  
Boy Scouts of America’s highest honor...the Eagle Scout Award*



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\_\_\_\_\_  
April 4, 2022

LEICESTER SELECT BOARD

**From:** [Jennifer Reynolds](#)  
**To:** [Forsberg, Kristen](#)  
**Cc:** [Nathan Hagglund](#); [Ted Zawada](#); [Marilyn Tencza](#); [Genereux, David](#)  
**Subject:** Re: Request for Exemption  
**Date:** Saturday, March 12, 2022 9:39:47 AM

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Good Morning Kristen,  
Thank you for the clarification. For this request I will ask for a waiver from August 15th through the Wednesday before Thanksgiving.  
Thank you,  
Jen Reynolds

On Thu, Mar 10, 2022 at 7:10 PM Forsberg, Kristen <[forsbergk@leicesterma.org](mailto:forsbergk@leicesterma.org)> wrote:

Hi Jen,

I brought up this request to the Becker Athletics Committee tonight and they asked me to reach out to you to find out if this is request for a “waiver” or an “exemption”. Please clarify. Thanks,

Kristen L. Forsberg, MPA & MCPPO

Assistant Town Administrator

Town of Leicester

3 Washburn Square

Leicester, MA 01524

508-892-7077

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**From:** Jennifer Reynolds <[reynoldsj@lpsma.net](mailto:reynoldsj@lpsma.net)>  
**Sent:** Tuesday, March 8, 2022 8:10 PM  
**To:** Forsberg, Kristen <[forsbergk@leicesterma.org](mailto:forsbergk@leicesterma.org)>  
**Cc:** Nathan Hagglund <[hagglundn@lpsma.net](mailto:hagglundn@lpsma.net)>; Ted Zawada <[zawadat@lpsma.net](mailto:zawadat@lpsma.net)>; Marilyn Tencza <[tenczam@lpsma.net](mailto:tenczam@lpsma.net)>  
**Subject:** Request for Exemption

Hi Kristen,

Thanks for your help with the presentation at the meeting on Monday; I appreciated it. As suggested by the board, I am petitioning for exemption from the following rules;

9. Goals may only be moved under direction of the Select Board.

Reason: With the playing of multiple sports on the field, sport appropriate goals will need to be moved on and off the playing area. Goals will not be removed from the site.

15.The turf field is reserved for games only, unless specifically authorized by the Select Board.

Reason: Student Athletes would have access to proper training and simulation of in game conditions that occur during competition on artificial turf.

Please let me know if there is something specific I need to do to have this placed upon the agenda.

Thank you,

Jen Reynolds

**Jennifer A. Reynolds, M.A.T., M.Ed.**

Director of Athletics

Science Department

Leicester Public Schools

(508) 892 7030 ext. 1109

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

Please see our [Nondiscrimination Statement](#)

# Leicester High School

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Interscholastic Athletics use of the Turf Field

# Request from The School Committee of Leicester Public Schools to the Town of Leicester Select Board

In regard to the rules put forth for field use;

- 1) Suspend Rule #13 for the School District.

*A Day of rest will be assigned each week by the RFO based on the schedule.*

- 2) Suspend Rule #15 for the School District.

*The turf field is reserved for games only, unless specifically authorized by the Select Board*

Why is the District making these requests?



# Single Artificial Turf Field Communities

	Number of teams (V/JV/F) that practice on the turf field.	Number of teams (V/JV/F) that play games on the turf field.	Approximate number of games (V/JV/F) played per week on turf field/Fall.	Approximate number of games (V/JV/F) played per week on turf field/Spring.	Does your community and or district allow outside groups to rent or use the turf field?	Is there a designated rest time or season of non-use/rest?
<b>Millbury</b>	<b>8</b>	<b>8</b>	<b>3-4</b>	<b>2-3</b>	<b>Yes</b>	<b>No</b>
Lunenburg	11	12	10-12	6-8	Yes	No
<b>Uxbridge</b>	<b>8</b>	<b>8</b>	<b>4-5</b>	<b>0</b>	<b>Yes</b>	<b>No</b>
<b>Northbridge</b>	<b>9</b>	<b>10</b>	<b>5-6</b>	<b>2-3</b>	<b>Yes</b>	<b>No</b>
<b>Tantasqua</b>	<b>15</b>	<b>15</b>	<b>5</b>	<b>4-5</b>	<b>Yes</b>	<b>No</b>
Shrewsbury	15	15	6-8	6-8	Yes	No
Assabet	10	10	5-6	4-5	Yes	No
<b>Leicester</b>	<b>8</b>	<b>8</b>	<b>3-4</b>	<b>0</b>	<b>Yes</b>	<b>TBD</b>

# Alumni Field - Construction, Past Maintenance and Use



- Synthetic Turf/Crumb Rubber
- Constructed 1994 - Renovated 2008
- Replaced 2018 by FieldTurf with top of the line 'grass' plastic
- Used 2-10 pm all fall for Football, Soccer, Field Hockey, off season Lacrosse and some rentals.
- Field was fluffed 3 or 4 times a semester.
- Weather is more concerning regarding wear than use. Becker did plow it.
- 2 Seasons of use since turf replacement
  - 2 years of non-regular use

Grass fields behind Fuller not safe for play.

## Points of Emphasis

- Use of Alumni Field limited to pre-game/contest is not adequate preparation for competition as during that time the field would be shared with opposing teams for warm-ups.
- Most opposing high school teams both practice and play on turf surfaces.
- As LPS does not sponsor spring season turf teams, there would be limited interscholastic use of the turf field from November through August each year. The 'in season' for the turf field would be September and October with reduced usage during November.

# Health and Safety Concerns

- “A 2019 federal study between the U.S. Environmental Protection Agency, Centers for Disease Control and Prevention, and Consumer Product Safety Commission estimates that exposure to chemicals in crumb rubber is expected to be low. Exposure to VOCs and SVOCs is also limited because low amounts of them are released into the air where field users can potentially breathe them in.” (mass.gov). [Artificial Turf Fields](#)
- FieldTurf, the company that replaced the field in 2018, states that FieldTurf systems led to:
  - 44% Fewer Concussion Injuries Combined
  - 43 % Fewer ACL Injuries Combined
  - 25% Less Time Lost to Long-Term Injuries (22+ Days)
  - 16% Less Time Lost to Short-Term Injuries (1-2 Days)
  - Links to studies: [High School Football](#), [Collegiate Soccer Men’s](#), [Collegiate Soccer Women’s](#)

# Student-Athlete Perspective

Erin Arsenault - Varsity Field Hockey

Extensive club field hockey - indoor and outdoor play

Rian Fadden - Girls Varsity Soccer

Extensive club soccer - indoor and outdoor play

## Where can the Select Board & School Committee Collaborate on Field Use?

1. The SC may be able to come up with a per student fee schedule proposal for the Select Board.
  - a. This will help with maintenance to the fields/gyms etc.
  - b. The fee will need to be nominal so as to not adversely impact the parents of our student athletes who are already paying fees to play sports.
  - c. Waivers would be built into any fee structure which are not any different that how the District currently operates.
2. We can collaborate on having the RFO schedule all fields/gyms/etc.
  - a. This would allow for groups with scheduling conflicts to be reassigned to other suitable gyms/fields/etc should they be displaced by a School event.
  - b. This could be on our next school committee workshop.

Thank You



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

April 4, 2022

Melissa Cryan  
Division of Conservation Services  
Executive Office of Energy and Environmental Affairs  
100 Cambridge Street, Suite 900  
Boston, MA 02114

RE: Town of Leicester 2021 Open Space and Recreation Plan Update

Dear Ms. Cryan:

Please accept this letter as confirmation that the Leicester Select Board has reviewed the 2021 Draft Open Space and Recreation Plan Update for the Town of Leicester and is thrilled to offer this letter of support.

We are grateful for the efforts of staff, volunteers, participants, and members of the Open Space and Recreation Committee who contributed to the comprehensive planning process. We are excited to meet the challenges that have been laid out before us and look forward to addressing the open space and recreation needs of the Town of Leicester.

Sincerely,

Richard Antanavica, Chair  
Leicester Select Board

cc: David Genereux, Town Administrator  
Alaa M. Abusalah, Town Planner



# Building Recommendations North Campus

Keep	✓
Lease	○
Sell	\$

Working Groups	Conditions			Education	Swan	Reuse
	Keep	Lease	Sell			
Fuller Campus Center	✓	○	\$	✓		✓
Campus Center West	✓	○	\$	✓		✓
Borger Academic	✓	○	\$	✓		✓
Knight Hall	✓	○	\$	✓		✓
Marsh Hall	✓	○	\$	✓		✓
Swan Library	✓	○	\$	✓	✓ ○	✓
May House	✓					✓
Berkshire	✓	○	\$			✓ ○
Hampshire	✓	○	\$			✓ ○

# Building Recommendations South Campus

Keep	✓
Lease	○
Sell	\$

Working Groups	Conditions			Education	Veterinary	Reuse
	Keep	Lease	Sell			
Winslow Hall			\$			\$
Hitchcock Hall			\$			\$
Lane Hall			\$			\$
1812 House			\$			\$
Russell Hall			\$			\$
Barrett Hall	✓	○	\$			✓ ○
Gymnasium	✓	○	\$	✓		✓
Vet Clinic	✓	○	\$		✓ ○	✓ ○
Staff House	✓	○	\$			✓ ○
Staff House Garage	✓	○	\$			✓
Facilities	✓	○	\$			✓ ○

**Lease of Former Becker College Veterinary Clinic – Town of Leicester**



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

**TOWN OF LEICESTER**  
**REQUEST FOR PROPOSALS**

**LEASE OF TOWN OWNED REAL ESTATE**

**DATE OF ISSUE: APRIL 6, 2022**  
**PROPOSAL DUE DATE: MAY 9, 2022**  
**@ 11:00 A.M.**

## Lease of Former Becker College Veterinary Clinic – Town of Leicester

### Request for Proposals

Sealed proposals will be received at the Office of the Town Administrator, 3 Washburn Square, Leicester, MA 01524 on May 9, 2022, at 11:00 a.m. for the following:

**Five year lease of a Town owned building known as the former Becker College 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 form specified in the RFP, in a sealed envelope endorsed “Real Estate Lease Proposal – Former Becker Veterinary Clinic” 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 proposal’s value.

They will be opened publicly at that time.

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) on all correspondence.

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 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. The term of the lease is for five (5) years. 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 uses allowed by the Town’s Zoning Bylaws.

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. 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 by 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 outbuildings to the rear of the clinic, that are available as a secondary lease for Respondents who submit proposals (See Exhibit 4 – bid sheet).

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 will be surveyed and subdivided over the next six months. If a proposal has been accepted, that Town will consider requests from the chosen Respondent regarding the property to be included with the leased building(s).

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 Town will be responsible for outdoor maintenance and snow removal. The Lessee shall be responsible for all improvements within the envelope of the building.

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 ninety (90) days from the Date of Acceptance of the Respondent’s Proposal by the Town (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 five (5) year 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.

## **Lease of Former Becker College Veterinary Clinic – Town of Leicester**

- (6) Language detailing maintenance, upkeep and repair of the building during the term of the Lease Agreement that are the Lessee's responsibility.
  - (7) 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**

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 the following:

- A. Letter of introduction
- B. Form 1 - Certificate of Non-Collusion
- C. Form 2 – Attestation Certification
- D. Form 3 – Disclosure Statement
- E. Form 4 – Price Proposal
- F. Information relating to Minimum Evaluation Criteria
- G. Information relating to Proposal Evaluation Criteria
- H. Proposal Deposit

- Each proposal must comply with all requirements as outlined herein.
- 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 **May 9, 2022, at 11:00 A.M.**, at which time they will be opened publicly. If, at the time of the scheduled proposal opening, the Leicester Town Hall is closed due to uncontrolled events such as

## **Lease of Former Becker College Veterinary Clinic – Town of Leicester**

fire, snow, ice, wind or building evacuation, the proposals will be due the at 1:00 PM on the next normal business day.

All Respondents shall submit one (1) sealed envelope containing the information and forms listed in Section 2.2 of this RFP labeled with the Respondent's name and shall be further marked:

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

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.

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 sixty (60) 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

## **Lease of Former Becker College Veterinary Clinic – Town of Leicester**

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 ON-SITE TOUR**

The Town of Leicester will hold an on-site tour of the buildings with prospective respondents on April 19, 2022, at 2:00 p.m. on the site.

### **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, as specified below.



## **Lease of Former Becker College Veterinary Clinic – Town of Leicester**

General Aggregate	\$3,000,000.00
Products-Completed Operation Aggregate	\$2,000,000.00
Personal and advertising-injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage	amount equal to replacement cost
Medical Expense	\$5,000.00

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

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

Fire Insurance shall be in an amount equal to the replacement cost of the buildings as determined by the Lessor. The total assessed value of the building as of the date of this agreement is \$1,919,000.

### **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 respondents are due by April 25. No questions will be answered after that date and all responses shall be 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.

## **Lease of Former Becker College Veterinary Clinic – Town of Leicester**

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 five percent (5%) of the first year's proposed lease value, must accompany each response to this RFP. 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**

**3.1 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.

**3.2 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.

## **Lease of Former Becker College Veterinary Clinic – Town of Leicester**

### **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, or a physician's or 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**

*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. Proposed Lease Price**

*Highly Advantageous:* Respondent's lease price bid is at or in excess of the average square foot office lease value of \$12.00 per square foot per year.

*Advantageous:* Respondent's lease price bid is up ten percent (10%) below the average square foot office lease value of \$12.00 per square foot per year.

*Not Advantageous:* Respondent's lease price bid is eleven to twenty percent (11 to 20%) below the average office square foot lease value of \$12.00 per square foot per year.

*Unacceptable:* Respondent's lease price bid is greater than 20% (twenty percent) below of the average office square foot lease value of \$12.00 per square foot per year.

### **D. 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.

## **Lease of Former Becker College Veterinary Clinic – Town of Leicester**

*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.

### **E. 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.

### **F. 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.

### **G. 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.

# **Lease of Former Becker College Veterinary Clinic – Town of Leicester**

## **SECTION 4**

### **PROPOSAL SUBMISSION FORMATION AND CHECKLIST**

- 4.1 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.
- 4.2 Proposal Checklists. To assist Respondents in responding to the RFP, the Town provides the following checklist: (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.):

Proposals must include the following:

- A. Letter of introduction
  - B. Form 1 - Certificate of Non-Collusion
  - C. Form 2 – Attestation Certification
  - D. Form 3 – Disclosure Statement
  - E. Form 4 – Price Proposal
  - F. Information relating to Minimum Evaluation Criteria
  - G. Information relating to Proposal Evaluation Criteria
  - H. Proposal Deposit
- 4.3 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 a single marked envelope. Late submissions will be rejected, regardless of circumstances. The Town is not responsible for submittals not properly marked.

[The remainder of this page is intentionally left blank]



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)

April 2, 2022

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

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The following is a report on the general activities of the Town Administrator through March 31, 2022.

**Becker College**

- Redid the Veterinary Clinic lease RFP. DG
- IFB for Becker Mowing is out and due in mid-April. DG
- Completed the Meeting with an architect/engineer. DG
- Have determined that all dorms on the Becker Campus no longer fit for use under our current zoning bylaws. Amendments will be needed to the bylaws for any use.
- Met with remediation company for removal chemicals in Borger. Estimate forthcoming. DG
- Had a meeting with School/Town Counsel to work on a school use agreement for the campus. DG
- Met with five recreation scheduling software companies and provided a summary to the Becker Athletic working group KF
- Advertised vet clinic and becker mowing RFP/IFB KF

**Economic Development/Businesses**

- Working on two Host Community Agreements for delivery services originating at 88 Huntoon Highway. DG
- Worked with DIS Director regarding a Leicester marketing summary. DG
- Worked on a transfer of ownership for Las Cocinas Mexicanas KF
- Worked on a change of corporate name for Prestige Auto KF
- Worked with Travelin' Bones, a new BBQ food truck/catering company to be located at 610 Pleasant Street (former Karol's Corner) KF
- Obtained paperwork from final outstanding license renewal for 2022 KF

**Grants**

- Wrote and submitted \$489,000 grant for rehabilitation of the Auburn Street bridge KF
- Toured fire station, town hall, police station and senior center and answered questions for Guardian Energy who are helping prepare the Town's next Green Communities grant for energy efficiency upgrades KF
- Met with CMRPC to discuss CDBG grants KF, DG
- Assistant Recycling Committee in purchasing a shed using a DEP grant KF
- Worked on electric vehicle charging station grant for the Library 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**

- Attended Saturday budget hearing DG, JD
- Attended Becker Reuse working group Meeting KF
- Attended Becker Athletic working group meetings KF, JD
- Attended Bark Park/Becker Vet Clinic meeting JD
- Attended Health Insurance Advisory Committee meeting KF

### **Financial/Budgetary**

- Drafted second 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**

- Onboarding new employees KF
- Worked with civil service on police officer hiring process KF
- Compiled resumes and scheduled interviews for DIS Assistant, Social Workers, Health Officer Recreational Field Organization and Assistant Assessor positions KF, JD

### **Misc.**

- Continued work on the 2021 Annual Town Report KF
- Worked on various insurance claims, property, vehicle, workers comp etc. KF
- Worked on insurance claim and quotes for Town Hall roof replacement KF

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



**From:** [Michael Dupuis](#)  
**To:** [Forsberg, Kristen](#)  
**Cc:** [Fields, Donna](#)  
**Subject:** Re: Kristopher Soucie  
**Date:** Wednesday, March 30, 2022 4:23:08 PM

---

Hi Kristen, Kristopher Soucie was first appointed to the Fire Department on January 6, 2000. At the time of his retirement, he rose to the rank of lieutenant. His last day with us was 11/31/21. He made the decision to retire at this time because of his full time job increasing workload constraints and also because he can now spend more time with his family.

Thanks  
Mike

On Tue, Mar 29, 2022 at 6:44 PM Forsberg, Kristen <[forsbergk@leicesterma.org](mailto:forsbergk@leicesterma.org)> wrote:

Hi Chief,

We are going to have the Board formally accept the retirement of Kristopher Soucie from Fire on 4/4. Could you please provide me with a little bit of info about him like how long he worked for the department?

Kristen L. Forsberg, MPA & MCPPO

Assistant Town Administrator

Town of Leicester

3 Washburn Square

Leicester, MA 01524

508-892-7077

3/20/22

Dear LEMS & Leicester Selectboard,

I have taken a new job in the state of NH and moved away. As I am now too far from Leicester to attend trainings and pick up shifts, I am resigning from Leicester EMS.

I would like to thank Leicester EMS and the town for the wonderful opportunity to serve the community I grew up in. I hope I made a positive impact on the people of the town as they have positively impacted me.

I wish Leicester EMS and the town the best moving forward.

Respectfully,  
Tyler Jefferson

# THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



## Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114

617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

KATHLEEN A. THEOHARIDES  
Secretary

JOHN LEBEAUX  
Commissioner

March 7, 2022

RECEIVED MAR 09 2022  
1143A

### **RE: NOMINATION OF INSPECTOR OF ANIMALS**

Nominating Authority:

Enclosed is the nomination form for the Inspector of Animals for your city or town. **This form is due back to the Division of Animal Health by April 1, 2022.** The appointment will run from May 1, 2022 until April 30, 2023. If more than one inspector was appointed for your city or town, there is a separate form for each. If you are nominating the same inspector(s) this year, **be sure that all of the contact information is complete and still correct.** Any corrections should be made in the space provided on the right. If you will be nominating a new inspector, that person's information should be entered in the space provided on the right. Submit a separate form for each inspector nominated. Also, be sure that all of your (nominating authority) information is complete and correct. Any changes to your information should be made in the space provided to the right.

Once all of the contact information is confirmed to be correct, all that is needed is to **have the nominee sign the form**, accepting the nomination and swearing to faithfully perform the duties of that office. **The nominee's signature must be notarized.** In many cases the city or town clerk is a notary.

After the nominee's signature has been notarized, simply **return the form to the Division of Animal Health at the address listed at the top of the form.** The Division of Animal Health will send back confirmation of the inspector's appointment. **Please note that regardless of when the most recent appointment was made, it is only valid through April 30, 2022.** This nomination will cover the year starting May 1, 2022 and run until April 30, 2023.

If you have any questions, please contact Ashley Kraft at (617) 626-1810 or [Ashley.Kraft@mass.gov](mailto:Ashley.Kraft@mass.gov).

Thank you,

Michael Cahill, Director  
Division of Animal Health



**The Commonwealth of Massachusetts**

Department of Agricultural Resources

Division of Animal Health

251 Causeway Street, Suite 500

Boston, MA 02114-2151

**Nomination of Inspector of Animals**

In accordance with the Massachusetts General Laws Chapter 129, sections 15 and 16, nominating authorities of each city and town are required to nominate one or more inspectors of animals by April 1, 2022. Please complete or make necessary changes and return this form to the above address. The Director will review your nomination and, assuming appointment is confirmed, will return to you a Certificate of Appointment. Please submit one form for each person nominated. Any city or town not in compliance is subject to a penalty of \$500.

City or Town of Leicester

3/7/2022

**To the Director, Division of Animal Health, Department of Agricultural Resources**

In accordance with the provisions of section 15 of Chapter 129, General Laws, as amended, the following nomination of inspector of animals for the year ending April 30, 2023 is sent for your approval:

**Inspector of Animals**

Name: Megan Canavan

Mail Address: P.O. Box 66

Auburn, MA - 01501

Phone: (774) 303-7814 Fax:

Email: megancanavan5@gmail.com

Inspector: (Note all changes here)

Name:

Mail: 384 Sunderland Rd, Unit 6  
Worcester, MA 01604

Phone: Fax:

Email:

**Nominating Authority**

Contact: Town Administrator

Office: Leicester Select Board

Mail: 3 Washburn Sq.

Leicester, MA - 01524

P: (508) 892-7077 F: (508) 892-7070

Email: forsbergk@leicesterma.org

Nominating Authority: (Note all changes here)

Contact:

Office:

Mail:

Phone: Fax:

Email:

**Acceptance of Nomination of Inspector of Animals (must be notarized)**

I hereby accept my nomination as Inspector of Animals for the City or Town of Leicester, and if and when I am appointed, I solemnly swear to faithfully perform the duties of that office, all of which are listed in General Laws Chapter 129, and Massachusetts Regulations 330 CMR 10.00-10.10 (rabies regulations).

Name (print) Megan Canavan

Signed

COMMONWEALTH OF MASSACHUSETTS

Worcester,ss

Date:

Then personally appeared the above-named \_\_\_\_\_ and acknowledged the foregoing instrument to be his or her free act and deed, before me.

Notary Public

My commission Expires:

**Appointment of Inspector of Animals (Division of Animal Health use only)**

Notice is hereby given that I, Michael Cahill acting under authority of sections 15 and 16 of Chapter 129 of the General Laws, as amended, hereby approve the nomination of \_\_\_\_\_ as Inspector of Animals for the City or Town of Leicester, Massachusetts.

Date Approved:

Director, Division of Animal Health

# Memo



**To:** Leicester Selectboard  
**From:** Brian D. Kelley, Interim EMS Director  
**Date:** March 25, 2022  
**Re:** EMT & Paramedic Appointments

---

On Wednesday March 23, 2022, Selectboard Member / Public Safety Liaison Herbie Duggan and I interviewed one candidate for a position at Leicester EMS. In addition on Friday March 25, 2022 I interviewed a second candidate, who is already employed at Leicester EMS as an EMT and recently became a paramedic. Each candidate interviewed very well and we believe they will be excellent additions to our staff.

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

- Kristen Johnson, Part-Time Non-Benefited EMT

In addition, due to being a current EMT at Leicester EMS, having recently obtain his Paramedic – I request that the board appoint the following retroactively to March 25, 2022:

- Kristopher Mastromatteo, Part-Time Non-Benefited Paramedic



CHIEF  
MICHAEL R. DUPUIS

## TOWN OF LEICESTER FIRE DEPARTMENT

3 PAXTON STREET  
LEICESTER, MASSACHUSETTS 01524



OFFICE (508) 892-7022

**Date:** March 31, 2022

**To:** Select Board

**From:** Michael R. Dupuis  
Fire Chief

**Subject:** Recruit- Appointment

I respectfully request the Board appoint the following applicants to the position of on call firefighter recruits- for The Town of Leicester Fire Department, with a Six Month probation period.

*Whitmore Jr.*  
James ~~Whitmore~~  
52 Burncoat St  
Leicester, MA

Tanisha Rodriguez  
4 Harberton Drive.  
Leicester, MA

Thanking you in advance for your consideration in this matter.



CHIEF  
MICHAEL R. DUPUIS

## TOWN OF LEICESTER FIRE DEPARTMENT

3 PAXTON STREET  
LEICESTER, MASSACHUSETTS 01524



OFFICE (508) 892-7022

RECEIVED MAR 31 2022  
*(Signature)* 409p

**Date:** March 31, 2022

**To:** Select Board

**From:** Michael R. Dupuis  
Fire Chief

**Subject:** Recruit- Appointment

I respectfully request the Board appoint the following applicants to the position of on call firefighter recruits- for The Town of Leicester Fire Department, with a Six Month probation period.

Thomas Missiewicz  
122 White Birch St  
Leicester, MA

Thanking you in advance for your consideration in this matter.



## Leicester Public Library

1136 Main Street  
Leicester, MA 01524  
(508) 892-7020  
[www.leicesterlibrary.org](http://www.leicesterlibrary.org)

March 30, 2022

To: Leicester Select Board

From: Suzanne Hall, Library Director

Re: Request to hire new Library Circulation Assistant

Please accept this memo as a formal request to hire Marie Paquette as a permanent, part-time Library Assistant. Her resume and cover letter are attached.

This position was advertised recently, and the hours will cover those made available by the retirement and reassignment of Donna Johnson and Charissa Berube. This is not a new position, and the funds are already in our budget. Marie will be on the schedule for 10 hours per week, and will fill in for staff vacations, holidays and sick days as necessary.

If you have any questions, please let me know.

cc: Nick George, Acting Treasurer/Collector



March 14, 2022

HR/Town of Leicester

To Whom It May Concern:

I would like to apply for the Library Assistant, Position Two opening. This option would work best for me since I do have other responsibilities on Tuesday afternoons/evenings watching grandchildren.

Attached is my resume and listed below are three references. I would appreciate the opportunity to again serve the town of Leicester and would enjoy the challenge of learning something new. I consider myself to be a fast learner and have had years of computer experience working with a variety of software packages. Although I'm sure working in a library would be somewhat different I'm sure I would enjoy it.

Thank you for your consideration.

References: David Genereux, Town Administrator  
Kristen Forsberg, Assistant Town Administrator  
Deborah Davis, Town Clerk

Sincerely,

Marie Paquette

P.S. If you would also like a reference from UMass Memorial Health Care please let me know.

## **MARIE PAQUETTE**

**OBJECTIVE:** As a retiree and not ready to stay home; I would be interested in working part-time preferably in the town in which I live, Rochdale/Leicester. I'm very experienced in administrative work. I consider myself organized, dependable and detail oriented. I am a sociable person and would enjoy interaction with the public.

### **WORK EXPERIENCE:**

#### **Town of Leicester Office of Town Administrator & Select Board Leicester, MA**

- Performed various administrative duties in Town Administrator's Office
- Maintained Boards & Committees Database
- Assisted with the compiling of Town's Annual Report publication
- Assisted with Yearly License Renewal of Common Victualler, Vehicle & Liquor Licenses
- Various duties assisting Town Administrator's Assistant & coverage when she was out of office

**Reason for Leaving:** My position was changed from a part-time position to full-time.

#### **Program Manager, Ambulatory Psychiatry UMass Memorial Medical Center Worcester, MA**

**May 2003-February 2016**

- Assisted Clinic Director w/numerous personnel & clinical functions
- Supervised three Medical Secretaries
- Monitored and approved Kronos payroll
- Scheduled and participated in clinic quarterly and annual inspections
- Ordered stationery, business cards, supplies for staff and clinic
- Performed a multitude of office functions

**Reason for Leaving:** Took Early Retirement

#### **Executive Assistant Allmerica Financial Worcester, MA**

**May 1990-December 2002**

- Administrative support to Senior Vice President, Marketing & Sales
- Supported two Regional Sales Vice Presidents

**Reason for Leaving:** Company closed.

### **SOFTWARE KNOWLEDGE:**

- Microsoft Word
- Over the years I have learned many software packages.

LEICESTER RECYCLING COMMITTEE

March 9, 2022

RECEIVED MAR 14 2022  
 14ff

TO LEICESTER SELECT BOARD

This letter is a formal request asking for the Town Recycling Committee To be on the designated waiver list for the "special municipal employees". The Management Team of the Recycling Comm, has met and voted to ask for this designation.

This refers to the Conflict of Interest Law for Municipal Employees.

Thank you for your consideration.

Sincerely,



**Jan Parke**, on behalf of the Management Team, Leicester Recycling Comm.



RECEIVED MAR 15 2022  
*(Signature)* 2018

January 2022

Maureen Whitney  
95 Auburn Street  
Cherry Valley, MA 01611

Dear Mo:

Thank you for volunteering to "staff the shack" this holiday season. Our pledge was to split the proceeds from each night equally between Deja New and your group and permit you to keep 100% of the tips. We are happy to let you know that all groups received more than their half this year due to an anonymous donation. Below is the total your group made from the evening. Enclosed is a check in the amount of \$197.43.

Date	Group	Total Sales	Group Amt	Tips	Donation	Total Group
12/12/21	Leicester Recycling	99.00	49.50	97.93	50.00	197.43

We appreciate your efforts to make this season successful - it truly takes a village! We hope to see you at Santa's Snack Shack next year and in the years to come.

Sincerely,

Deja New Staff

*deposited  
on 2-7-22*

**From:** [Alaa Abusalah](#)  
**To:** [Forsberg, Kristen](#)  
**Subject:** RE: right of first refusal - Pine Street  
**Date:** Thursday, March 24, 2022 2:32:37 PM

---

Hi Kristen, Planning Board and Conservation Commission both voted to recommend that the select board exercise the right of first refusal. There was brief discussion related to preserving the open space and protecting potential wildlife. Let me know if you need anything else.

Alaa

---

**From:** Forsberg, Kristen <forsbergk@leicesterma.org>  
**Sent:** Saturday, March 19, 2022 12:36 PM  
**To:** Brooke Hultgren <hultgrenb@leicesterma.org>; Alaa Abusalah <AbusalahA@leicesterma.org>  
**Subject:** right of first refusal - Pine Street

Hi Brooke and Alaa,

Please forward the recommendations from PB and ConCom regarding the right of first refusal for chapter land on Pine Street at your earliest convenience. This item will go before the select board on 4/4 and they will want input from both boards. Thanks,

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

**From:** [Linda Berisha](#)  
**To:** [Forsberg, Kristen](#)  
**Subject:** RE: Right of First Refusal  
**Date:** Monday, March 21, 2022 10:06:44 AM

---

Hi Kristen,

The Board of Assessors recommends the property sale on Pine street Map 41 Parcel A11. They voted on 03/15/2022.

Regards,

---

**From:** Forsberg, Kristen <forsbergk@leicesterma.org>  
**Sent:** Monday, March 21, 2022 10:02 AM  
**To:** Linda Berisha <BerishaL@leicesterma.org>  
**Subject:** Right of First Refusal

Hi Linda,

Could you please send a quick write up via email stating that the Board of Assessors recommends sale of the property on Pine Street? Thanks,

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



Blaise P. Berthiaume  
Damien D. Berthiaume  
Padgett D. Berthiaume

**BERTHIAUME & BERTHIAUME**  
Formerly Igoe & Beaudette  
**ATTORNEYS AND COUNSELORS AT LAW**

Ralph Igoe (1900-1962)  
Arthur L. Beaudette (1920-1982)

February 28, 2021

Leicester Select Board ✓  
3 Washburn Square  
Leicester, MA 01524

RECEIVED MAR 02 2022  
122/p

Leicester Board of Assessors  
3 Washburn Square  
Leicester, MA 01524

Leicester Conservation Commission  
3 Washburn Square  
Leicester, MA 01524

Leicester Planning Board  
3 Washburn Square  
Leicester, MA 01524

Massachusetts State Forester  
c/o Department of Conservation and Recreation  
251 Causeway Street # 900  
Boston, MA 02114

**RE: Right of First Refusal**  
**Pine Street**  
**Assessors' Map 41 Parcel A 11**

Dear Board Members:

Please consider this letter a "Notice of Intent" pursuant to the provisions of General Laws Chapter 61 section 8.

This office represents Ernestine Ann Cherry and Michaela A. June, (hereinafter "sellers"), current owners of the above unimproved property located on the northerly side of Pine Street in Leicester. Ernestine Ann Cherry's address is 471 Pine Street, Leicester, MA 01524 and her telephone number is (508) 892-3056. Michaela A. June's address is 3 Shattock Street, Natick, MA 01760 and her telephone number is (508) 653-1890.


The subject property is shown as Parcel A 11 on Assessors' Map 45, a copy of which plan is enclosed for your reference. Said property consists of approximately 59 acres of land, 49.5 of which is subject to classification under General Laws chapter 61. For your reference, I enclose a copy of the relevant lien dated January 15, 2004, recorded with the Worcester District Registry of Deeds in Book 32797 Page 101. Although that lien classifies land on the northerly and southerly side of Pine Street, this correspondence is limited to the 49.5 classified acres on the northerly side of Pine Street.

Sellers intend to sell all of their land on the northerly side of Pine Street. I have enclosed a fully executed copy of the purchase and sale agreement. My understanding is that the purchaser intends to subdivide the subject property into residential house lots, thus converting the land currently classified as Forest Land to residential use. In that regard, I have also notified the State Forester of this conversion.

This letter is written pursuant to the provisions of General Laws Chapter 61 section 8, under the provisions of which the Town of Leicester has a first refusal option to meet a bona fide offer to purchase the land. In that regard, please consider this a statement of intent to sell as required under G. L. c. 61 s. 8.

For the convenience of the Select Board, I have enclosed a proposed statement confirming the Town's non-exercise of its right of first refusal option.

Very truly yours,

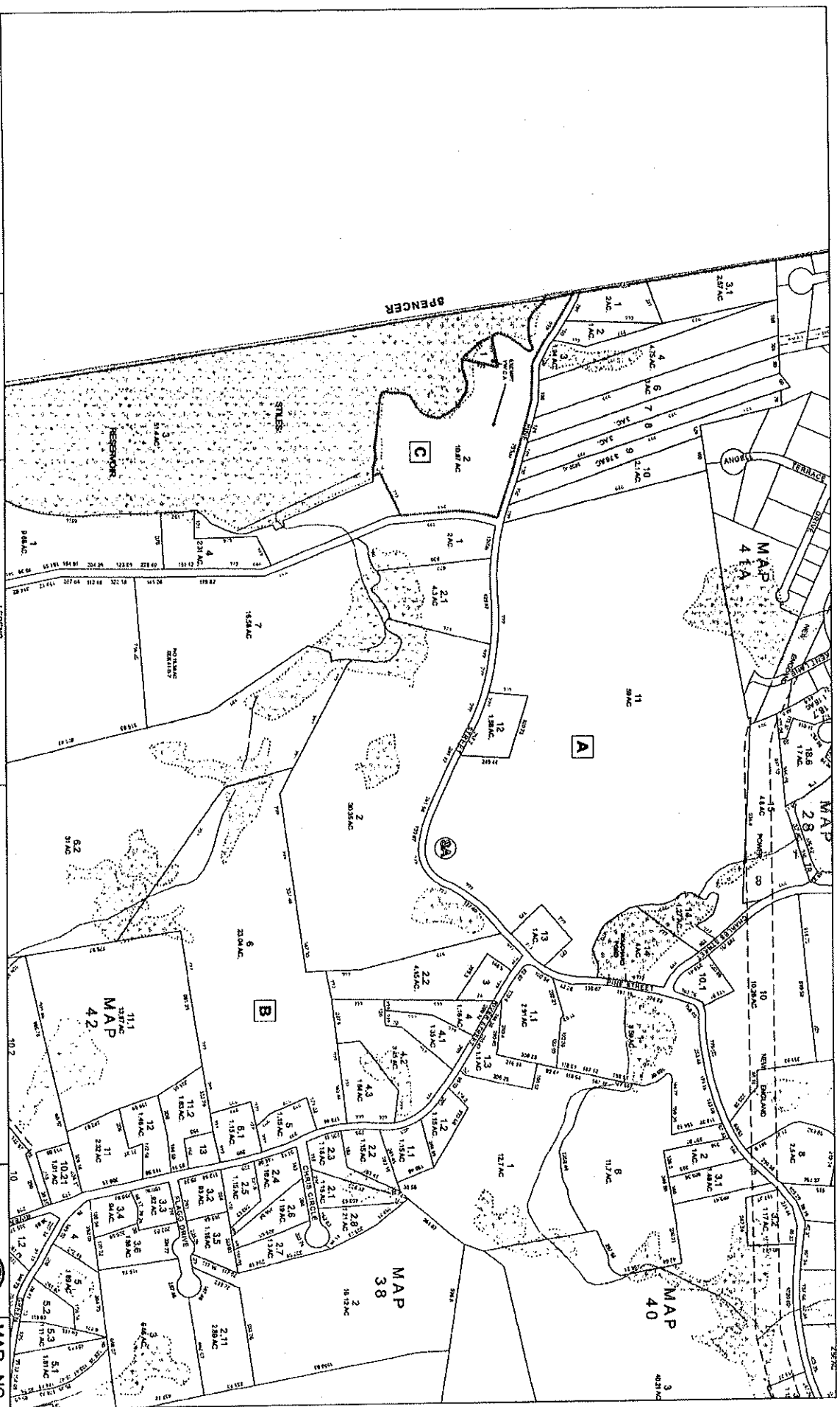


Blaise P. Berthiaume

BPB/bf  
Enc.



MAP NO.  
041  
SCALE 1 in = 200 feet



THIS INSTRUMENT MUST BE FILED FOR RECORD OR REGISTRATION

STATE TAX FORM CL-3  
REV. 10/93

THE COMMONWEALTH OF MASSACHUSETTS

LEICESTER  
NAME OF CITY OR TOWN

OFFICE OF THE BOARD OF ASSESSORS

2004 00020713  
Bk: 32796 Pg: 101 Doc: LIE  
Page: 1 of 1 02/08/2004 03:58 PM

## CLASSIFIED FOREST-AGRICULTURAL OR HORTICULTURAL-RECREATIONAL LAND TAX LIEN

The Board of Assessors of the city/town of LEICESTER hereby states it has accepted and approved the application of Florine A Girard owner(s) of the real property described below, for the valuation, assessment and taxation of that property as classified forest ☒ agricultural or horticultural ☐ recreational ☐ land under the provisions of General Laws Chapter 61 ☒ 61A ☐ 61B ☐. This classification is effective as of January 1, ~~19200~~ 2001 for the fiscal year beginning July 1, ~~192001~~ 2001

## DESCRIPTION OF PROPERTY

(The description must be sufficiently accurate to identify the property. In the case of registered land, the Certificate of Title Number and the Registry Volume and Page must be given.) 49.5 acres located on Pine st Leicester, Assessors Map 41 Parcel A11. See Book 3173 Page 299.

30.2 acres located on Pine st Leicester, Assessors Map 41 Parcel B2  
See Book 3173 page 299.

This statement made on the 13th day of January, ~~192004~~ 2004 constitutes a lien upon the property as provided in General laws Chapter 61 §2 ☒ 61A §9 ☐ 61B §6 ☐ 2004

William Flis  
James F. LaMonda

BOARD OF ASSESSORS

THE COMMONWEALTH OF MASSACHUSETTS

Worcester ss.January 15, 2004 19

Then personally appeared the above named William Flis and James F. LaMonda, Board of Assessors for the city/town of Leicester and acknowledged the foregoing instrument to be their free act and deed, before me.

Linda A. Rowden  
Notary Public/Justice of the Peace

My commission expires March 24, 2006

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

I hereby certify that this Purchase and Sale Agreement is a true, exact and complete copy of the agreement between the parties thereto.

Dated: 2/28/22

FROM THE OFFICE OF

  
Blaise P. Berthiaume

**BERTHIAUME & BERTHIAUME**

(FORMERLY IGOE & BEAUDETTE)  
ATTORNEYS & COUNSELORS AT LAW

4 Elm Street  
Post Office Box 190  
North Brookfield, Massachusetts 01535

Telephone 508-867-6885

**PURCHASE AND SALE AGREEMENT**

AGREEMENT made this 02/23/2022, 2022

**1. PARTIES**

Ernestine Ann Cherry of Leicester, Worcester County, Massachusetts and Michaela A. June of Natick, Middlesex County, Massachusetts, hereinafter referred to as "SELLER" agree to sell, and PMZ Development, LLC, or its nominee, hereinafter called the "BUYER" agrees to buy, on the terms and conditions hereafter set forth, the real property described hereinafter called the "Premises."

**2. DESCRIPTION OF THE PREMISES:**

The Premises, including all appurtenant easements, if any, which are the subject of this agreement consist of approximately 59 acres of unimproved land located on Pine Street in Leicester, Worcester County Massachusetts being shown as parcel 11 on Leicester Assessors' Map #041. For reference to Seller's title, see a deed from Raymond P. Grosvenor, Administrator of the Estate of George K. Wilson to Ernest G. Girard and Florine A. Girard dated July 7, 1948 recorded with the Worcester District Registry of Deeds in Book 3173 Page 299. See also the Estate of Florine A. Girard, Worcester Probate Docket # WO04P3137EP1, Estate of Louise G. Foley, Worcester Probate Docket # WO15P1843EA, and a deed of distribution recorded in the Worcester District Registry of Deeds in Book 56851 Page 248.

**3. PURCHASE PRICE**

The agreed purchase price for the premises is: **THREE HUNDRED FIFTY FIVE THOUSAND (\$355,000.00) DOLLARS** of which

\$ 1,000.00 has been paid as a deposit on or before the date hereof, and

\$ 15,000.00 has been paid as a deposit on the date of execution hereof, and of which

\$ 339,000.00 are to be paid upon the delivery and recording of the deed, by certified, cashier's, treasurer's, or the mortgage lender's attorney's IOLTA check, or any combination thereof

**\$ 355,000.00 TOTAL**

#### 4. TIME FOR PERFORMANCE

Unless otherwise agreed in writing, the deed is to be delivered and recorded and the Purchase Price paid, at **1:00 p.m.** on or before the nintieth (90<sup>th</sup>) day of BUYER's receipt of the Town of Leicester's waiver of its right of first refusal under the provisions of G. L. c. 61, said closing to be at the Worcester District Registry of Deeds, unless another location is mutually agreed upon between the parties

#### 5. TITLE AND DEED

The Premises are to be conveyed by a good and sufficient quitclaim deed running to the **BUYER**, or to a nominee designated by the **BUYER**, by written notice sent to **SELLER** or **SELLER'S** attorney, by certified mail, return receipt requested, or by facsimile transmission, at least seven days before the deed is to be delivered as herein provided. Said deed shall convey a good and clear record and marketable title to the premises, to the **BUYER** or **BUYER'S** nominee, free from all encumbrances, including free of any rights or liens under the present classification under the provisions of G. L. c. 61, except:

- a. The Provisions of local zoning laws, if any;
- b. Such taxes for the current fiscal year as are not due and payable on the date of the delivery of such deed;
- c. Any liens for municipal betterments assessed after the date of recording of the deed;
- d. All Easements, restrictions and rights of ways, if any, of record to the extent the same are now in force and applicable, provided that they do not substantially interfere with the use of the premises for residential purposes.

#### 6. PLANS

**SELLER** shall not be required to provide a new plan of the property. **BUYER** may choose to obtain a new plan or survey at its own cost and expense.

#### 7. REGISTERED TITLE

**SELLER** represents that the property is not registered land.

#### 8. EXTENSION TO PERFECT TITLE

If the **SELLER** shall be unable to give title or make conveyance, or deliver possession of the Premises, all as herein provided, or if at the time of delivery of the deed the Premises do not conform with the provisions hereof, then the **SELLER** shall give written notice to the **BUYER**, at or before the time for performance hereof, of the extension of the time for performance for up to thirty days. Upon giving such notice to **BUYER**, the **SELLER** shall use reasonable efforts to remove any defect in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be. Except for the expenditure of funds to discharge existing mortgages or mechanics or materialmen liens affecting the Premises, the **SELLER** shall not be obligated or required to incur or expend more than \$2,000.00 or 2% of the Purchase Price, whichever is greater, in the exercise of reasonable effort, exclusive of any voluntary liens, municipal charges, or the costs of releasing the Premises from c. 61.

## 9. FAILURE TO PERFECT TITLE

If at the expiration of the extended time the **SELLER** shall have failed to remove any defects in title, deliver possession, or make the Premises conform as the case may be all as herein agreed, then any payments made under this agreement shall be forthwith refunded to **BUYER** and all obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

## 10. BUYER'S ELECTION TO ACCEPT TITLE

The **BUYER** shall have the election, at either the original or any extended time or performance, to accept such title as the **SELLER** can deliver to the Premises or to accept the Premises, in its then condition, and to pay therefore the purchase price without deduction, in which case the **SELLER** shall convey such title.

## 11. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the **BUYER** or by **BUYER'S** nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

## 12. USE OF PROCEEDS TO CLEAR TITLE

To enable the **SELLER** to make conveyance as provided, the **SELLER** may at the time of delivery and recording the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments releasing or discharging such encumbrances or interests are recorded simultaneously with the delivery and recording of such deed, or the holders of such encumbrances or interests have agreed, in writing, to deliver, without condition, or upon reasonable conditions, a release or discharge of such encumbrances or interests, in recordable form, within a reasonable time thereafter. Notwithstanding the foregoing, if the encumbrance or interest is held by a non-institutional holder, the release or discharge must be recorded simultaneously with the recording of the deed.

## 13. ADJUSTMENTS

To the extent applicable, real estate taxes for the current fiscal year as of the time of delivery and recording of the deed, shall be apportioned and adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the **BUYER** at the time of delivery and recording of the deed. If after delivery and recording of the Deed, an error in any adjustment is discovered, the **SELLER** and **BUYER** agree to re-adjust and reimburse the **SELLER** or **BUYER** as the case may be.

## 14. ADJUSTMENT OF UNASSESSED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. The **SELLER** shall be responsible for any real estate taxes assessed/imposed by the municipality after the closing for any time

period prior to recording of the deed transferring ownership to the BUYER. This provision shall survive the closing.

#### 15. BROKER'S FEE

In the event that this sale is completed under the terms and conditions set forth herein, SELLER will pay a real estate broker's commission to the listing broker, Kevin Bergin, RE/Max Professional Associates, who shall be responsible to pay a co-broker's commission to Keller Williams.

#### 16. DEPOSIT

The deposit given at the time of the signing of this agreement will be held by the listing broker in an account without interest to either **SELLER** or **BUYER**, unless otherwise agreed in writing. All deposits made hereunder shall be held, in escrow, by the Listing Broker, subject to the terms of this agreement, and shall be paid to the **SELLER** or **BUYER** under the terms hereof, but in the event the holder of the deposit is notified in writing of a dispute between **SELLER** and **BUYER** as to whom the deposits belong, then the holder of the deposit shall retain said deposits until a court of competent jurisdiction finally determines who is entitled to the funds held as deposit, or until **SELLER** and **BUYER** direct the holder of the deposit, in writing, as to the agreed disbursement of the deposit. The District Court having jurisdiction over the city or town in which the property is located shall be conclusively presumed to be the court of competent jurisdiction. If the amount of the deposit is less than \$7,500.00, than such action will be brought in the small claims session of said court. If said amount exceeds \$25,000.00, such action shall be brought in the Superior Court for the county in which the property lies.

#### 17. LIABILITY OF FIDUCIARY

If the **SELLER** or **BUYER** executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound and neither the **SELLER** or **BUYER** so executing, nor any shareholder, officer, director, manager, member or beneficiary or any trust, shall be personally liable for any obligation, expressed or implied, hereunder.

#### 18. WARRANTIES AND REPRESENTATIONS

The **BUYER** acknowledges that the **BUYER** has not been influenced to enter into this transaction nor has he or she relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing.

#### 19. FINANCING

This agreement is not contingent upon financing.

#### 20. RIGHT OF ACCESS

The **BUYER**, **BUYER'S** agents and employees shall have a reasonable right of the access to the Premises prior to and on the date of delivery of deed for the purpose of performing inspections and conducting tests. Said right or access shall be exercised only after reasonable notice to the **SELLER** or **SELLER'S** agent, and in the presence of **SELLER** or **SELLER'S** agents, at reasonable times and shall be subject to the **SELLER'S** permission, which permission shall not be unreasonably withheld. To as

great an extent possible, **BUYER** will restore the property to the condition that it was in prior to testing. **BUYER** agrees to indemnify and hold **SELLER** harmless from any actions resulting from **BUYER** or its agent's entry onto the premises, unless caused by **SELLER**'s negligence or willful misconduct.

## 21. REAL ESTATE BAR ASSOCIATION PRACTICES

Any matter or practice arising under or relating to this Agreement which is the subject of a practice standard or title standard of the Real Estate Bar Association shall be governed by such standard to the extent applicable, unless otherwise provided for herein.

## 22. AFFIDAVITS AND CERTIFICATES

At the closing, **SELLER** shall execute and/or deliver to **BUYER** all reasonable and customary affidavits and documents as **BUYER**'s attorney may require, including the following documents:

- a) an affidavit stating that the **SELLER** is not a foreign person under Internal Revenue Code Section 1445;
- b) an affidavit to **BUYER** and **BUYER'S** title insurance company completed and in the form and substance of the Real Estate Bar Association Title Insurance Affidavit, REBA Form Section 5;
- c) completed Internal Revenue Code Section 1099 Forms;

## 23. SUPERCESSIONS

All other agreements of the parties hereto, whether written or oral, are superseded by this Agreement.

## 24. CONSTRUCTION OF AGREEMENT

This instrument, which may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be cancelled, modified or amended only by a written instrument executed by both the **SELLER** and the **BUYER** or their respective attorneys. If two or more persons are named herein as **BUYER** or **SELLER** their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

The parties hereby agree that signatures obtained by facsimile or other electronic means shall be significant to bind them to the terms of this agreement and any extensions or amendments thereto.

All dates and times expressed herein are of the essence.

## 25. NOTICES

All notices and correspondence required or permitted to be given hereunder shall be in writing and deemed duly given when delivered, or mailed by registered or certified mail, charges prepaid, or by email or facsimile transmission addressed to the parties as follows:

In the case of **SELLER:**

Blaise P. Berthiaume, Esq.  
Berthiaume & Berthiaume  
4 Elm Street, PO Box 190  
North Brookfield, MA 01535  
(508) 867-6889 phone  
(508) 867-3138 fax  
[bpb@berthiaumelegal.com](mailto:bpb@berthiaumelegal.com)

In the case of the **BUYER:**

Aviv M. Shamash, Esq.  
Kriss Law, LLC  
15 Crawford Street  
Needham, MA 02494  
(617) 431-2072 (phone)  
(617) 447-9732 (cell)  
[aviv@krisslawatlantic.com](mailto:aviv@krisslawatlantic.com)

**26. RIDERS AND EXHIBITS**

The Riders and Exhibits attached hereto which are a part of this agreement are as follows:

**Buyer's Rider A to Purchase and Sale Agreement.**

**27. SELLERS' OUTSTANDING MORTGAGES**

**SELLERS** represents that the property is currently mortgage free.

**28. ADDITIONAL PROVISIONS**

None

**SELLER:**

*Ernestine Cherry*  
dotloop verified  
02/23/22 12:18 PM  
EST  
RUKE-SKAV-JK5C-JLTP

**SELLER:**

*Michaela June*  
dotloop verified  
02/23/22 2:28 PM  
EST  
OJJA-3D7C-FIX5-SKYR

**BUYER:**

*Peter Hauge Jr Manger For PNR*  
dotloop verified  
02/22/22 3:55 PM EST  
GNSL-DUIY-9P7M-POZJ



**BUYER'S RIDER A TO PURCHASE AND SALE AGREEMENT**

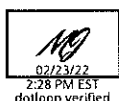
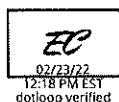
PROPERTY: Pine St, Leicester, MA

SELLER: Ernestine Ann Cherry and Michaela A. June

BUYER: PMZ Development, LLC

Regardless of any language to the contrary, the aforesaid Purchase and Sale Agreement and Riders or Amendments thereto are hereby amended by incorporation therein the following terms and conditions, and in the event of any inconsistent terms or conditions, the following provisions shall prevail:

1. SELLER states to the best of SELLER's knowledge that there are no conditions of the Premises which constitute a violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters, but which statements shall not constitute a warranty against the existence of such conditions about which SELLER has no knowledge.
2. SELLER warrants and represents that SELLER is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended ("I.R.C."), and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with I.R.C. Section 1445(b)(2) and the regulations thereunder, evidencing the foregoing warranty and representation.
3. SELLER hereby states as of the date hereof that to the best of their actual knowledge:
  - (a) There are no current or future assessments/betterments for public improvements presently affecting or anticipated to affect the Premises of which SELLER has knowledge;
  - (b) There are no underground oil tanks or related apparatus on or about the Premises, there has been no removal of such tanks or apparatus from the Premises and there has been no release into the soil from any such tanks or apparatus;
  - (c) The Premises are not located in flood hazard zone requiring the purchase of flood insurance;
  - (d) SELLER has the legal right, power and authority to enter into this Agreement and perform all of its obligations hereunder; and
  - (e) The within transaction is not a so-called "short-sale."
  - (f) There are no hazardous materials located upon or under the Premises which may give rise to any claim under the Massachusetts Oil and Hazardous Material Release Prevention and Response Act as amended and regulations there under.
  - (g) There are no leases, licenses or occupancy agreements in force and effect covering the use and occupancy of the Property, nor shall BUYER be purchasing the Property subject to any such leases, license or occupancy agreements.
  - (h) There are no lawsuits, actions or proceedings pending against or threatened against the SELLER, including bankruptcy.
4. Except as otherwise herein provided, the statements contained in this Agreement refer to the date of execution of this Agreement, SELLER will promptly notify BUYER of any change in facts, which SELLER becomes aware of, which arise prior to the Closing which would make any such statement untrue if such state of facts had existed on the date of execution of this Agreement, and unless SELLER shall rectify the cause of such change by the original or extended time for Closing hereunder, BUYER shall have the option of canceling this Agreement by notifying the SELLER thereof in writing in which event all deposits made by the BUYER hereunder, together with the accrued interest, if any, shall be forthwith refunded to BUYER and this Agreement shall be null and void and without recourse to the Parties hereto.
5. It is understood and agreed by the Parties that the Premises shall not be in conformity with the title provisions of this Agreement unless:



- (a) no buildings, structures or improvements of any kind belonging to any other person or entity shall encroach upon or under said Premises, provided, however, that encroaching utility easements shall not be considered as a violation of the title provisions of this Agreement and further provided that any such utility easements shall not affect the use of the Premises for residential purposes; and
- (b) the Premises shall abut or have access to a public way, duly laid out or accepted as such by the city or town in which said Premises are located; and
- (c) title to the Premises is insurable, for the benefit of the BUYER (for owner's policy) by a title insurance company of BUYER'S choice qualified to do business in Massachusetts and utilizing the American Land Title Association (ALTA) form currently in use, subject only to those printed exceptions to title normally included in the "Jacket" to such form or policy and those permitted pursuant to Paragraph 4 of this Agreement.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue so-called "affirmative coverage" over a known defect or problem, BUYERS may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement.

6. In the event this Agreement contains any provision that the BUYER shall accept the title of the SELLER subject to easements and restrictions of record, if any, then such acceptance of title subject to easements and restrictions shall be limited to those of record, if any, insofar as they may be in force and effect, which do not adversely affect the Premises for use as a single family dwelling by the BUYER and which are: (a) give no rights to anyone to enter upon, cross or use any portion of the Premises other than standard utility easements; (b) have been duly satisfied of record at or prior to the Closing in the event consent(s) or approvals are needed; and (c) have been duly complied with of record (without limitation, a certificate of compliance) at or prior to the Closing in the event any order of condition or any other state, county, or municipal (or any subdivisions thereof) requirements in connection with the Premises.

Executed as a sealed instrument as of the day and year first written above.

SELLER: Ernestine Cherry dotloop verified  
02/23/22 12:18 PM EST  
TX3L-M8SK-ZS5C-QJFD

BUYER: Peter Hauge Jr Manager For PNR dotloop verified  
02/22/22 3:55 PM EST  
VLBB-SJPD-F2B7-M4VX

SELLER: Michaela June dotloop verified  
02/23/22 2:28 PM EST  
NLPP-EEDA-H2OH-MG7U

BUYER: \_\_\_\_\_

## WIRE FRAUD RIDER

### WHAT IS WIRE FRAUD?

Wire fraud is a serious issue in real estate transactions and incidents of wire fraud are on the rise. Criminals/hackers have become extremely sophisticated with their methods and are well versed with the nuances of real estate transaction. They are targeting email accounts and transactions by hacking or impersonating relevant parties to a transaction, such as attorneys, title companies, mortgage lenders, real estate agents, etc. Sometimes the fraudulent email will appear in your inbox with the proper "display name" of the sender. It will look like it came from a trusted sender and many times it can contain a signature or attributes that resemble a trusted sender. You must treat every communication that is instructing you to wire or transmit funds as suspect.

### BEST PRACTICES REGARDING WIRES:

Before wiring any money, call your paralegal, lawyer, or real estate broker using contact information found from an independent source, such as the sales contract, your contacts, business cards, or the internet (website), to verify any funding instructions received. Hacked or fraudulent emails can contain misleading phone numbers. Never rely on email for contact information and pay close attention to the email properties (such as variations of domain names, different "reply to" email addresses, etc.) Be vigilant and stay paranoid. Contact us with any questions before sending any funds.

### KRISS LAW'S POLICIES REGARDING WIRES:

If Kriss Law Atlantic is acting as the closing attorney for your transaction, you will NEVER be asked to send any sensitive information via regular (unsecure) email. All wiring instructions from our firm will be sent via secure email and funds will always be directed to an IOLTA account in the name of the firm. Before wiring any funds to our firm, please call your paralegal to verbally verify the instructions. All staff can be reached via our main number: 617-964-3788.

If you are receiving funds from Kriss Law Atlantic as part of a transaction, the following wire policy must be followed, without exception:

- The Kriss Law Atlantic Wire Authorization Form (hereinafter "The Wire Form") must be filled out in its entirety, signed by the party requesting the wire and must be notarized;
- The Wire Form must be delivered to the Paralegal assigned to your file a minimum of forty-eight (48) hours prior to closing, via fax or secured email. This is to enable our firm to verify the instructions and prepare the wire for timely release — this is for your protection and to enable efficiency with the transmission of outgoing wires;
- The original/hard copy of the Wire Form must be presented at the time of closing. In the event the Wire Form is not presented at closing, we will reserve the right to issue funds in the form of an IOLTA check;
- The Wire Form must contain a valid call back number, naming an individual authorized to verbally verify the wiring instructions. In the event the individual is unavailable, unreachable or does not return a call in a timely fashion, we reserve the right to issue funds in the form of an IOLTA check;
- In no event will Kriss Law Atlantic initiate international wires;
- All requested wires must be to accounts containing the complete name(s) of the parties to the transaction (specifically including Trusts, LLC's and Corporations); and
- There shall be a \$40.00 fee assessed per outgoing wire.

In the event these protocols are not followed, or if in our sole discretion we deem the requested wire to be suspicious, all funds will be delivered in the form of an IOLTA check. This is not intended as a punitive measure, rather a protective one to allow time to verify the accuracy of the wiring instructions provided and ensure that all funds are delivered to the correct recipient. Further, any parties requesting or receiving funds, hereby agree to hold Kriss Law Atlantic harmless from any delays incurred because of our diligence and vigilance with these policies. If there are any questions or concerns at any time, please call your Attorney or the Paralegal assigned to your transaction at 617-964-3788.

I/We hereby acknowledge receipt of this disclosure:

Date:

*Peter Hauge Jr Manger For PMZ*

dotloop verified  
02/22/22 3:55 PM EST  
Q4T6-6PP0-YFNS-XHZD

*Ernestine Cherry*

dotloop verified  
02/23/22 12:18 PM EST  
HCLJ-2THH-YFTW-VWDS

*Michaela June*

dotloop verified  
02/23/22 2:28 PM EST  
IIV0-G0JH-OFAX-ZBOX

**CERTIFICATE**

The **TOWN OF LEICESTER**, acting through the duly elected members of its Select Board , namely **Rick Antanavica, John Shocik, Herb Duggan, Jr., Dianna Provencher and Allen R. Phillips, Sr.**, hereby certifies that the said Town will not exercise its first refusal option to meet a bona fide offer to purchase that portion of land located on the northerly side of Pine Street, that is subject to a lien dated January 15, 2004 recorded with the Worcester District Registry of Deeds in Book 32796 Page 101.

Witness our signatures this            day of            , 2022.

\_\_\_\_\_  
Rick Antanavica

\_\_\_\_\_  
John Shocik

\_\_\_\_\_  
Herb Duggan, Jr.

\_\_\_\_\_  
Dianna Provencher

\_\_\_\_\_  
Allen R. Phillips, Sr.

**COMMONWEALTH OF MASSACHUSETTS**

Worcester, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned Notary Public, personally appeared the above named, Rick Antanavica, John Shocik, Herb Duggan, Jr., Dianna Provencher and Allen R. Phillips, Sr, members of the Select Board of the Town of Leicester, proved to me through satisfactory evidence of identification, which was which was the notary's personal knowledge of the identity of the principals, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Leicester Select Board.

My commission expires:

\_\_\_\_\_  
Notary Public

### Proposed Fee Schedules

- Rochdale Park:
  - In Town Nonprofit - \$25/hr plus lights, 3 hour minimum
  - In Town For Profit - \$35/hr plus lights, 3 hour minimum
  - Out of Town (nonprofit or for profit) – \$50/hr plus lights, 3 hour minimum
  - Pro/Semi Pro Teams - \$100/hr plus lights; 3 hour minimum
  - 10% discount for half day (4 hrs or more), 20% discount for full day (8 hrs or more)
- Community Field
  - Snack Shack - \$25/half day, \$50/full day
  - Basketball Court
    - Nonprofit - \$12.50/hr, 2 hour minimum
    - For profit - \$17.50/hr, 2 hour minimum
    - \$250 half day tournament
    - \$500 full day tournament
- Becker Turf Field:
  - Out of Town - \$125/hr plus lights
  - Pro/Semi Pro Teams - \$250/hr plus lights
- Becker Gym
  - Out of Town - \$100/hr
  - Pro/Semi Pro Teams - \$200/hr
- Becker practice field
  - Out of Town - \$75/hr
  - Pro/Semi Pro Teams - \$150/hr
- Town Common/Bandstand
  - Out of Town - \$300 per event; \$200 refundable deposit
  - In Town - \$100 per event; \$200 refundable deposit
  - Nonprofits can request a waiver of fee; deposit still required
- Community Field (soccer)
  - Out of Town – \$100/hr
  - Pro/Semi Pro Teams - \$200/hr
- Community Field Tee ball/softball practice
  - In Town - \$50/hr
  - Out of Town - \$100/hr
- Towtaid (pickleball, basketball, handball)
  - In Town - \$40/hr
  - Out of Town - \$80/hr

\*Light fee is \$35/hr, charged in 1 hour increments

\*\*In Town Local Community Service/nonprofit seasonal rentals 50% discount not to exceed \$1500 (e.g Legions, Lions Club, Eagles Club, Parks and Rec, VFW)

**From:** [Meighan Allison](#)  
**To:** [Forsberg, Kristen](#)  
**Subject:** Re: Other  
**Date:** Friday, March 18, 2022 6:27:31 PM

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Kristen,

Thank you for the response! We are looking for a practice field for our club field hockey team. I actually coached at Becker for 2 season before they closed. I was able to secure a spot for the spring! Now we are looking for one night a week in the summer for roughly 6-8 weeks! Let's stay in touch and keep me posted! This would be a wonderful opportunity for us!

Have a great weekend!

Meighan

[Sent from Yahoo Mail on Android](#)

On Mon, Mar 14, 2022 at 6:25 PM, Meighan Allison  
<guineyallisonrocks@yahoo.com> wrote:

No worries,

We were looking for Tuesdays 5-7 in April, May and some of June!

Thank you!

Meighan

Shamrock Performance Meighan Allison 34 Birchwood Road Rutland, MA 01543 Cell # 508-450-8030  
Home # 508-886-9061 guineyallisonrocks@yahoo.com

On Monday, March 14, 2022, 11:07:01 AM EDT, Forsberg, Kristen <forsbergk@leicesterma.org>  
wrote:

Hi Meighan,

My apologies for the delay in response. The Select Board is currently in the process of reviewing rules and regulations for the turf field and other recreational facilities before they allow use of the fields. When are you looking to use the fields? Thanks,

Kristen L. Forsberg, MPA & MCPPO

Assistant Town Administrator

Town of Leicester

3 Washburn Square

Leicester, MA 01524

508-892-7077

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**From:** Meighan Allison via Leicester MA <cmsmailer@civicplus.com>

**Sent:** Tuesday, March 8, 2022 9:15 PM

**To:** Forsberg, Kristen <forsbergk@leicesterma.org>

**Subject:** Other

Submitted on Tuesday, March 8, 2022 - 9:15pm

Submitted by anonymous user: 66.189.114.136

Submitted values are:

Subject: Other

Message:

Good evening,

I am looking to see if the town of Leicester owns the Becker turf field now? I coached at Becker before they closed and now I am looking for turf time for my club field hockey team! If you could point me in the right direction, it would be wonderful!

Thank you,

Meighan Allison

Evolution FHC

Shamrock Field Hockey

Notre Dame Academy Field Hockey Coach

==Please provide the following information==

Your Name: Meighan Allison

Your E-mail Address: [guineyallisonrocks@yahoo.com](mailto:guineyallisonrocks@yahoo.com)

Organization: Evolution FHC

Phone Number: 508.450.8030

==Address==

Street: PO BOX 123

City: Rutland

State: Massachusetts

Zipcode: 01543

The results of this submission may be viewed at:

<https://www.leicesterma.org/node/2/submission/15826>



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

March 30, 2022

Sean McArdle  
International Representative  
UFPO Headquarters  
1717 Pennsylvania Ave, Suite 125  
Leicester, MA 01524

**RE: Grievance dated March 21, 2022**

Dear Mr. McArdle,

I am writing to acknowledge receipt of the grievance filed by you on behalf of the Leicester Highway Department Union. I have met with the Union, and we have discussed their concerns. At this time, the Town is seeking to have an outside contractor perform that grounds maintenance on the former Becker College Campus, for one season beginning in May, while we evaluate whether it is a function more efficiently performed by the Department, which would necessitate additional staffing.

The Union states that their workload has increased in recent years, with additional duties being added without staffing increases to address them. This includes the addition of mowing of Rochdale Park, the Town Common, the Fire Headquarters, and the former landfill, along with one-off projects within Becker facilities.

They stated that the addition of Becker requires the creation of a facilities division within the department. We agreed that those issues will not be determined today. Other issues were discussed in the meeting, as annotated below:

- 1.) Initial set up of the new town dog park, which would consist of laying down stone around structures being placed by volunteers.
- 2.) Weekly mowing and string trimming of said dog park (No waste pick up or removal)
- 3.) Mowing of the Becker campus and associated properties, for the month of April only until a contractor is in place.

The Union and the Town, subject to the approval of the Select Board, agree that the above tasks will be done by the Union. The Town agrees to recruit two additional summer help staff for the 2022 summer season. Please see attached MOU.

Regards

David Genereux  
Town Administrator



# Memorandum of Agreement

between

Government Employees' Union, IUPE, Local 1,

And

Town of Leicester

(Highway Bargaining Unit)

WHEREAS, the Collective Bargaining Agreement between the Town of Leicester (the "Town") and Government Employees' Union, IUPE, Local 1, (the "Union") has expired on June 30, 2020 (the "former Agreement"), and

NOW THEREFORE, the Town and the Union agree to the following that the New Agreement shall consist of the provisions of the former Agreement except as modified as follows:

## ARTICLE 38 – Miscellaneous provisions

- The Union agrees to assist the Dog Park Committee and others in the initial set up of the Leicester Dog Park by laying down gravel;
- The Union agrees to mow the Becker property for the month of April of 2022
- The Town agrees to hire two (2) summer helpers for the summer of 2022.

This Agreement is subject to ratification by the Town of Leicester and by Government Employees' Union, IUPE, Local 1 and to appropriation by the Town. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement, and the funds have been appropriated for the Agreement.

This Agreement has been duly executed by authorized representatives of the Town of Leicester and by Government Employees' Union, IUPE, Local 1

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this

Memorandum of Agreement on this \_\_\_\_ day of April 2022,

TOWN OF LEICESTER

GOVERNMENT EMPLOYEES'  
UNION, IUPE, LOCAL 1

\_\_\_\_\_  
David Genereux, Town Administrator

\_\_\_\_\_  
Michael McCormick, Steward

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

-

Ratified by:  
TOWN OF LEICESTER  
SELECT BOARD

\_\_\_\_\_  
Rick Antanavica - Chair

\_\_\_\_\_  
John Shocik – 1<sup>st</sup> Vice Chair

\_\_\_\_\_  
Herb Duggan, Jr. – 2<sup>nd</sup> Vice Chair

\_\_\_\_\_  
Allen Phillips, Sr. – Member

\_\_\_\_\_  
Dianna Provencher - Member

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



# 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)

March 17, 2022

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

**Rachelle S. Cloutier, M.Ed.**

*Director of Elder Affairs*

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

Dear Henry and Family:

It was very evident Tuesday of this week just how much our seniors have missed being together, The Board of the Leicester Senior Group met and the enthusiasm of being together for the first time in a very long time was very evident. I had often wondered how they were doing. This very small reception by just a few of them (20 on their Board) said it all. On the 17<sup>th</sup> of May it is my hope that all of their members will be here to celebrate with a special meal and entertainment.

The above event is sponsored by generous individuals like you. Without the financial support of a Foundations such as yours and other local individuals feeding a large crowd of seniors prepared by a great restaurant such as Ellers would not be possible.

You have no idea what this means to these folks. They come from near and far, most from Leicester but here at this center all persons who are seniors are welcome. We do the same with the Veterans Breakfast which is celebrated in November. You served our Country, you deserve a good breakfast on Veterans' Day. Most are from here but if by chance I meet a veteran who asks if he can attend, it matters not to me where he is from, it matters that he kept us free!

Thank you, Henry, and please say thank you your family for your continued generosity. The \$500 check we just received yesterday will allow us to continue to do what we do.

Sincerely,

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

Cc: Town Administration  
Board of Select persons



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)

April 6, 2022

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

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I recommend that the following ballot questions be placed on the Spring Election ballot.  
These ballot questions are associated with Articles 13 and 15 of the Town Meeting Warrant.

**“Shall the town vote to have its elected Moose Hill Water Commissioners become an appointed Moose Hill Water Commissioners of the town? Yes\_\_ No \_\_”**

**Shall the Town vote to rescind the action approved via town ballot on March 3, 1969, which placed all police patrol positions under Civil Service?\_Yes\_\_\_\_\_ No\_\_\_\_\_**

<b>Community</b>	<b>How are you handling Juneteenth?</b>	Action Taken	Action Not Taken	
Abington				
Acton	Not in Acton or future plans as of this date.		X	
Acushnet				
Adams				
Agawam				
Alford				
Amesbury				
Amherst	Observing the holiday; this year the Friday before	X		
Andover				
Aquinnah				
Ashburnham				
Ashby				
Ashfield				
Ashland	We are currently planning to recognize this as a state holiday. Need to bargain with unions.	X		
Athol				
Attleboro				
Auburn	Will be bargained in upcoming sessions next year.		X	
Avon				
Ayer	Select Board voted to add this holiday and to recognize it as other holidays are recognized.	X		
Barnstable				
Barre				
Becket				
Bedford				
Bellingham				
Belmont				
Berkley				
Berlin				
Beverly	We negotiated it into our contracts	X		
Billerica				
Blackstone	Not offering, but requested in negotiations		X	
Boston				
Bourne				

<b>Boxborough</b>	<b>Our Personnel Board is updating our Personnel Plan to include Juneteenth as a holiday. The updates to the plan will be voted at our upcoming Annual Town Meeting. The Personnel Board is also planning on changing the title of Columbus Day to <u>Indigenous Peoples Day</u>.</b>	X		
Boxford				
Boylston				
Braintree				
<b>Brewster</b>	<b>We were in a negotiating year, so we added it to our paid holidays</b>	X		
Bridgewater				
Brimfield				
Bristol County				
Brockton				
Brookfield				
Brookline				
Buckland				
Burlington				
<b>Burlington</b>	<b>We negotiated it into contracts that didn't include it automatically.</b>	X		
<b>Cambridge</b>	<b>We announced it will be a holiday for non union employees in 2021 (celebrated on Friday 6/18), and as each CBA expires we expect it will be bargained in (already have agreements with 2)</b>	X		
Canton				
Carlisle				
Carver				
Charlton				
Chatham		X		
Chelmsford	Chelmsford is closing the Library on Saturday. All employees scheduled to work at the Library this day will be paid. All other office buildings are closed anyway. Non-Union employees are given a floating holiday this year to be used by Labor Day. Bargaining group are excluded. As it is a State holiday, next year the holiday will be celebrated on Monday. Chelmsford Town Office Buildings will close.	X		
Chelsea Public Schools				
Chicopee Public Schools	Currently in negotiations, waiting to see if Unions will request it.		X	
Chilmark	Observing the holiday; this year the Friday before for 2022. Future TBD			
Cohasset	Since the first two will be on weekends, we are planning activities to highlight diversity, equity and inclusion but no "time off."		X	

Conway	Observing the holiday; this year the Friday before. Only for 2021. Future TBD	X		
Dalton				
Danvers				
Dartmouth				
Dedham				
Deerfield				
Dennis				
Dighton			X	
Douglas				
Dover				
Dracut	We have added Juneteenth to the list of Holidays and will observe this year on Friday 6/18	X		
<b>Duxbury</b>	<b>Board of Selectmen voted to include "Juneteenth Independence Day" as a paid annual holiday for eligible Town employees, beginning this year, subject to the related holiday terms, eligibility and language in our current Personnel Policies and Collective Bargaining Agreements. Expect to have executed Memorandum of Agreements from collective bargaining units by June 4.)</b>	<b>X</b>		
Dracut Water Supply District	Voted at annual meeting to add to our list of paid holidays for employees. Given that it is a Saturday we will observe on Friday.	X		
Dudley				
Dunstable				
Duxbury				
East Bridgewater	Not in EB or future plans as of this date.		X	
East Brookfield				
Eastham				
Easthampton	We will recognize it as a paid holiday June 2022 for non-union employees. We are not doing it this year. Unions have to negotiate it into their contracts.	X		
<b>Easton</b>	<b>Haven't announced anything to employees. Plan to treat as any other state holiday starting this year.</b>	<b>X</b>		
<b>Egremont</b>	<b>Treat as any other Holiday. Union's agreed.</b>	<b>X</b>		
Essex				
Fairhaven				
Fall River	In Fall River we want to possibly do holiday on Friday or Monday.	X		
Falmouth				
Fitchburg				

<b>Foxborough</b>	<b>Library closed Saturday; floating holiday for public safety scheduled on Saturday; Town Hall, COA, Rec are normally open 4 hours Friday and will be closed.</b>		<b>X</b>	
Framingham				
Franklin	Will be adding it as a holiday in FY22. We did not bargain this and are drafting a MOU for FY20-FY22 CBA. We are hoping to organize a ceremony or event to celebrate this year, but will not have the actual holiday.	x		
Freetown				
Gardner				
Georgetown				
Gill				
<b>Gloucester</b>	<b>Will be observed on Friday June 18 this year - holiday</b>	<b>X</b>		
Goshen				
Grafton				
Granby	Not in Acton or future plans as of this date.		X	
Great Barrington				
Greenfield				
Groton				
Groveland				
<b>Hadley</b>	<b>Unions can propose at the next negotiations. For non-union, Policy Manual says Saturday holidays are observed on Friday. The Town offers one floating holiday for non-union, and it could designate Juneteenth as that floater.</b>		<b>X</b>	



Halifax	<p>My guess is that Halifax will close its buildings that are normally open to the public on Saturday, June 19 (Library). Under State law, Saturday holidays are observed on Saturday unlike Sunday holidays which are observed on Monday. The Wage and Personnel by-law (non-union) does not include Juneteenth. Annual town meeting on May 10, 2021 could revise it. State law does not require municipalities to pay for the holiday so that will be a subject of discussion. If Town Meeting does not make any changes, the Library would close and employees would have the day off without pay. Only 1 of 5 Unions has brought it up. There's no question that employees would have the day off but none of the employees in the unit work on Saturday. That will leave the question of whether the Town will pay them for the holiday as the language in all the union contracts has a specific list without reference to the State list so it is not automatic that the Town will pay for the holiday. I'm not sure if it will pass muster, but I'd be happy to offer the eight hours of pay in return for certification/documentation that the employee spent at least eight hours that weekend (or week) volunteering for an entity that promotes racial equality. Sort of a "walk the walk" provision.</p>		X	
Hamilton				
Hanover				
Hanson				
Hardwich				
Hardwick				
Harvard	This is being discussed with the Personnel Board for non-union. Not broached by Police (new contract starts 7/1/22), nor DPW, as of 3/28/22		X	
Hingham				
Hinsdale				
Holbrook				
Holden	We are currently planning to recognize this as a state holiday, will need to settle with unions.			
Holliston				
Hopedale				
Hopkinton	We are adding it to our list of paid holidays for town employees. Given that it is a Saturday we will observe on Friday. Currently working with CBAs.	X		

Hubbardston				
Hudson	With Labor Counsel		X	
Human Resources Services, Inc.				
Huntington				
Ipswich	observing it the Friday before, but going forward will be negotiated	X		
Kingston				
Lancaster				
Lee				
Leicester				
Leverett				
Lexington	We have negotiated Juneteenth into one contract so far and anticipate that this will be requested by all unions over the next few months.	X		
Lincoln	Recognized retroactively in 2021 once it became federal, on calendar in 22	X		
Littleton				
Longmeadow	No plans in Longmeadow, will most likely come up in negotiations.		X	
Lowell				
Ludlow	As of April 20th the town has not yet decided how it will handle. Will update at a later date.		X	
Lunenburg				
<b>Lynn</b>	<b>We are extending the Juneteenth holiday to all of our employees. Most of our unions have generic language honoring federal and state holidays while a couple of others have them specified. We'll formally address the inclusion with those bargaining units during negotiations later this year.</b>	<b>X</b>		
Lynnfield				
Malden				
Manchester-by-the-Sea				
<b>Mansfield</b>	<b>This is a state holiday and we are currently bargaining.</b>	<b>X</b>		
Marblborough				
Marblehead				
Marshfield				
Mashpee				
Massachusetts Water Resources Authority				
MassDevelopment-Devens				

Mattapoisett				
Maynard				
Medford				
<b>Medway</b>	<b>It is being treated as a state holiday and observed as such (day off)</b>	<b>X</b>		
Melrose				
Mendon				
Merrimac				
Metacomet Emergency Communications Center				
Metropolitan Area Planning Council				
<b>Middleton</b>	<b>Town Counsel has advised us that buildings will need to be closed and that we are responsible for paying employees for the holiday. We will enter into negotiations with unions as we are not legally required to pay double time or time and a half for those people working the holiday, so we will not just automatically add this to the holiday list for public safety.</b>	<b>X</b>		
Milford	No plans yet		X	
Millbury				
Millis				
Monson				
Montague				
Monterey	Accepted as a holiday	x		
Nahant				
Nantucket	We have received union proposals to recognize holiday. We also have some CBA's that automatically recognize a new State holiday. Our opinion is that it is an across the board acceptance of the holiday, but the details of how that is communicated and rolled out are not yet finalized. We are also measuring budget impact for FY21 for departments with employees who work holidays.	X		
Natick				
Needham				
New Bedford				
New Marlborough				
Newbury				

<b>Newton</b>	<b>We have updated our City ordinances to include this holiday. If it falls on a Saturday, we will recognize it on a Friday, if it falls on a Sunday, we will recognize it on a Monday. Our non public safety staff will receive the paid day off and we will close city buildings. Our public safety staff (police, fire, dispatch) will receive an additional paid holiday. We did not bargain, we felt the holiday was too important to ask for something in return. We just granted it and asked our unions to acknowledge. They all did of course.</b>	X		
Norfolk				
Norfolk	Will close transfer station and library on June 19th. In negotiations for the future practice.			
North Adams	Since signing by governor- we will observe the Saturday Holiday on Friday in 2021		X	
North Andover	We are currently negotiating with several groups. We expect that all will be given the holiday to be equitable across the Town.	X		
North Attleborough				
North Reading	The only Union that has asked for it to be a paid holiday (as of 3/8/21) has been the firefighters and we are still in negotiations regarding a number of other issues. NOTE: While the Sec State website has it as a holiday (and a Mon. holiday in 2023), the Law itself states, in part, that the Juneteenth Independence Day is, "to be observed on the Sunday that is closest to June 19th of each year".		X	
Northampton	We aren't doing anything...they can ask for it at the next negotiations if they want. Until then it's a regular day.		X	
Northborough				
Northbridge	No plans as of now		X	
Northfield	Selectboard added it to list of Holidays. We have Personnel Policy on how to handle Saturday or Sunday Holiday observance. If it falls on a weekend day they work (i.e. Library) they will take it another day.	X		
Norton				
Norwell				
Norwood	4 of our contracts include language that says "and any other holiday declared by the governor." We will give Juneenth to those 4 groups and most likely non-unit employees	X		
Oak Bluffs				
<b>Orange</b>	<b>We did not negotiate it in this years CBA, we are paying everyone for this year and open negotiations next year.</b>		X	

Orleans	2 of our union contracts get it automatically. We plan to bargain with the rest. The SB is going to take an official vote to close this year.	X		
Otis				
Oxford				
Palmer				
Paxton				
Peabody				
Pelham				
Pembroke				
<b>Pepperell</b>	<b>We have added it to our list of paid holidays for town employees. Given that it is a Saturday next year we will observe on Friday. Will work with CBAs in 2021.</b>	X		
Petersham				
Phillipston	Library Trustees may decide to close Saturday. No other office closures.		X	
<b>Pittsfield</b>	<b>We intend to treat this as the other holidays currently accepted under our personnel ordinance and CBAs. If the holiday falls on a weekend, it will be recognized on a Friday or a Monday.</b>	X		
Plainville				
Plymouth				
Princeton				
Provincetown	In Union Negotiations now, have proposed to add it to the holiday schedule. If it falls on a weekend, it will be recognized on a Friday or Monday.	X		
Quincy				
<b>Raynham</b>	Union Contract now states if a holiday falls on a weekend, it will be recognized on a Friday or Monday. Labor Counsel gave opinion that it should be recognized this year (June 2021) because it falls on a Saturday and it is a state holiday.	X		
Reading	Reading Town Hall is already closed on Fridays - plan to address for the future			
Revere	We are negotiating this with the unions right now.		X	
Richmond				
Rochester				
Rockland				
Rockport				
Rowley				
Rutland				
Salem				
Salisbury				

Sandisfield				
Sandwich	Sandwich will be giving June 18th off as a holiday to all employees. We will negotiate next time CBA's expire.	X		
Saugus				
Scituate				
Seekonk	Two unions have negotiated it, two have an automatic adoption clause, and we have three individual contract employees that have added it. We're just working in the language as negotiations come up.	X		
Sharon	Not in Sharon or future plans as of this date.		X	
Sherborn				
Shirley				
<b>Shrewsbury</b>	<b>Being considered at the 2021 Annual Town Meeting. Unsure what to do for June 2021</b>	<b>X</b>		
Shutesbury				
Somerset				
<b>South Hadley</b>	<b>We have added it to our list of paid holidays for town employees. Given that it is a Saturday next year we will observe on Friday.</b>	<b>X</b>		
Southborough				
<b>Southbridge</b>	<b>We have added it to our annual holiday schedule. As per our Personnel regs, if it falls on a Saturday, we will observe it on Friday and will observe it on Monday if it falls on a Sunday.</b>	<b>X</b>		
Southwick				
Spencer				
Springfield				
Springfield Water and Sewer Commission				
Sterling				
Stockbridge				
Stoneham	It has been added to our list of paid holidays for Town Employees in 2021 and is being added to contracts as they come up in negotiations.			
<b>Stow</b>	<b>It has been added to our list of paid holidays for town employees beginning in 2021. Given that it is a Saturday, we will observe on Friday.</b>	<b>X</b>		
Sturbridge				
Sudbury	We have recognized this as a state holiday for non-union employees. Our CBA's expire this year and we expect the unions to ask for it.	X		
Sunderland				

Sutton				
Swampscott				
Swansea	Union contracts specifically list holidays; language does not add any additional holidays that may be called by the Governor. We are likely to remain open.		X	
Taunton	we have verbage in our contracts so will be accepting it since state holiday	x		
Templeton				
Tewksbury				
Tisbury	we have verbage in our contracts so will be accepting it since state holiday	X		
Topsfield				
Towsend				
Truro				
Tyngsborough				
Upton				
Uxbridge				
Wakefield				
Wales				
Waltham				
Walpole	Adding to Personnel Bylaw for non-union employees; some bargaining groups have language indicating recognizing holdiays when new state holidays are added; negotiating with others	X		
Ware	negotiating now with the unions		X	
Wareham	All our union contracts have language recognizing all State holidays as paid time off. No need to bargain.	X		
Washington				
<b>Watertown</b>	<b>Negotiated with the unions for paid holiday</b>	<b>X</b>		
Wayland	We are seeing a request for the holiday. So far we are not adding it to our list.		X	
Webster				
Wellesley				
Wenham				
West Boylston				
<b>West Bridgewater</b>	<b>Providing June 19 as a paid holiday to all employees (union or non-union), in alignment with HRD's Red Book, which now recognized June 19th as a holiday for state employees.</b>	<b>X</b>		
West Brookfield				
West Newbury	Juneteenth was added to the Personnel Policy as an official holiday starting in calendar year 2022			

West Springfield	Only one union has made a request to add it to their list of paid holidays in bargaining. We may not make a decision until next year on whether we will do that. For 2021, we will observe by closing the public buildings but since it is on a Saturday it should only affect the library.		X	
West Stockbridge				
West Tisbury	Its an official Massachusetts holidays on the Sec of States list of official holidays. We have a warrant article on the annual town meeting warrant to add it to the list.	X		
Westborough	At this point we have not adopted the holiday		X	
Westfield				
Westford	Looking into		X	
Westminister				
Weston				
Westport				
Westwood	We did not adopt this in FY21. Currently negotiating this for FY22 and beyond		X	
Weymouth				
Wilbraham	Negotiating with our unions with contracts that spell out individual holidays. Some were unaware that while we have to observe the day and give it to them, we don't have to pay them for it.			
Williamstown				
Wilmington				
Winchendon				
Winchester				
Winchester Public Schools				
Winthrop				
Woburn				
<b>Worcester</b>	<b>We are waiting for additional guidance. Juneteenth is a holiday but is it just on Sunday as the law states or is it supposed to be granted to non represented unions on Monday? Also, if it is determined to be recognized Sunday or Monday, the unions will need to negotiate.</b>		<b>X</b>	
Worthington				
Wrentham				
Yarmouth				



Yarmouth	Providing June 19 as a paid holiday to all employees (union and non-union)	X		

# Tauper Land Survey, Inc.

Professional Engineering & Land Surveying

April 1, 2022

Town of Leicester  
Attention: David Genereux  
3 Washburn Square  
Leicester MA 01524

Re: Becker College Land Survey

*955 Main Street – Vet clinic (subdivide)	*963 Main Street – Dormitory (subdivide)
*Main Street – Gym (subdivide)	*Main Street - Dog Park (subdivide)
*981 Main Street – Dormitory (subdivide)	*2 Flynt Way- Dormitory (subdivide)
*993 Main Street – Dormitory (boundary)	*997 Main Street – Dormitory (boundary)
*79 South Main Street – Garage (subdivide)	*77 South Main Street – Garage (subdivide)
*1003 Main Street – Dormitory (boundary)	

Dear Mr. Genereux,

Our office will perform and provide the following:

Thank you for the opportunity to provide you with a proposal for professional land surveying services. We propose to provide the following scope of services:

## **SCOPE OF SERVICES**

Our office will perform a ground survey for approximately 10.554 +/- Acres of the above referenced sites. This office will produce a Planimetric Plan of all structures and Paved parking and Driveway areas so that Reconfigurators of the lots will conform to the Zoning. Above-ground utilities will be located. Under-ground utilities will need to be defined by others and located by this office.

We will provide this service for a lump sum cost of: **\$28,500.00**

## **SCHEDULE**

We estimate to start the work within 2 weeks of Deposit and signed Contract. We estimate to complete the work in 6-8 weeks. Throughout the survey we will keep you informed if the timeline changes due weather or site conditions.

## **FEE & PAYMENT SCHEDULE**

Our office will perform the above referenced scope of services for the estimates provided. We respectfully request the following payment schedule:

Initial Deposit	\$ 8,500.00
Final payment at completion	\$ 20,000.00

# Tauper Land Survey, Inc.

*Professional Engineering & Land Surveying*

Thank you for the opportunity to provide you with professional land survey services. Please sign and date on the below line for authorization of work.

If you have any questions regarding the above information, please call us at (508) 207-6855.

Sincerely,  
Tauper Land Survey, Inc.  
By:

A handwritten signature in blue ink, appearing to read "James P. Smith", is written over a light blue rectangular background.

James P. Smith P.L.S  
President

\_\_\_\_\_  
Accepted By:

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

# Tauper Land Survey, Inc.

*Professional Engineering & Land Surveying*

## TERMS & CONDITIONS

1. **Right of Entry:** The signing of the agreement gives authorization for Tauper Land Survey, Inc. personnel to enter upon the property to conduct site examinations, surveys, soil tests, and other services as described in the Scope of Professional Services. It is understood by the client that these surveys and tests may require the cutting of trees and brush. If the client is not the record owner of the property at the time of the agreement, obtaining the right of entry from the owner of record shall be the client's responsibility.
2. **Change of Scope of Professional Services:** If, subsequent to the agreement, there is a change in the scope of professional services, either as ordered by the client or as necessitated by circumstances or authorities, a written authorization will be required before any services outside of the original Scope of Services shall proceed. In the event of such a change in the scope of services, this office will supply a written notification to the client. Services outside of the original scope and with the revised scope as described on the notification will commence upon receipt by this office of the client's authorization. If the scope of professional services is changed, the amount of compensation shall be equitably adjusted.
3. **Unanticipated Circumstances:** If, subsequent to the agreement, unanticipated circumstances require additional work to fulfill the scope of services therein, then in such event written authorization by the client will be required before proceeding. Said authorization will be in the form of a revised contract forwarded to the client depicting thereon an equitable adjustment in the originally quoted fee. Work will commence upon receipt by this office of the client's signature on the revised contract.
4. **Client's Responsibility to Notify of Hazards:** It is the client's responsibility to advise this office of any known hazards or hazardous substances or any known conditions on or near the site that may present a potential danger to human health or the environment. Failure to notify this office of any known hazards shall relieve Tauper Land Survey, Inc., its agents and its employees from all damages arising from said hazards(s).
5. **Termination Provision:** The agreement may be terminated by either party upon five (5) days written notice. Tauper Land Survey, Inc. shall be paid for services completed up to the time of termination.
6. **Billing Procedure:** Invoices shall be rendered monthly or upon completion of project phases. Payment is required upon receipt of invoice. Invoices more than thirty (30) days overdue shall accrue interest at a rate of 1½% per month (18% per year). We reserve the right to discontinue professional service on all accounts more than sixty (60) days overdue. Should any account become more than ninety (90) days overdue, we reserve the right to require payment in full for all services provided to date prior to the release of information, plans, or other project-related data.
7. **Responsible Party:** The client, as the responsible party, agrees to compensate Tauper Land Survey, Inc. at the standard or agreed rate for providing the professional services, as described in the scope of services. No payments shall be contingent upon financing or receipt of payment from any third party.
8. **Ownership and Documents:** Tauper Land Survey, Inc. shall retain ownership of all engineering drawings, plans, estimates, reports, original field notes, field data, soil boring logs, calculations and other documents prepared by this office as instruments of service. Tauper Land Survey, Inc. agree that such documents will not be made available to any individual or organization without the written approval of the client. The client may obtain copies of any such documents upon payment of the cost of reprinting, providing that the client agrees not to make any extensions, amendments or modifications of any documents or copies provided by this office.
9. **Use of Stakes:** Neither the client nor any contractor hired by the client, nor any third party will use stakes or other markers set at the site by Tauper Land Survey, Inc. for the purpose of construction or installation of any facility or structure before obtaining verification from this office that the stakes or markers were set for the intended purpose and are in place to accuracy appropriate for the intended use.

# Tauper Land Survey, Inc.

*Professional Engineering & Land Surveying*

- 10. Delays:** Tauper Land Survey, Inc. will not be responsible for delays in the performance of the agreement due to inclement weather, illness, failure of equipment, unanticipated degree of difficulty encountered in performing said services, or delay created within or by approving agencies. In addition, Tauper Land Survey, Inc. will not be responsible for delays due to changes in conditions on the site or on property adjacent to the site that would adversely impact working conditions requiring delays or additional work.
- 11. Testimony:** Client agrees to pay reasonable fees for the participation in court by Tauper Land Survey, Inc. personnel; including time spent preparing affidavits and other documents, research, and meetings with the client and with the client's attorney(s). Issuance of a summons shall not relieve the client's financial obligation.
- 12. Warranty:** All professional services provided by Tauper Land Survey, Inc. will be performed in accordance with generally accepted engineering and surveying principals and practices. No acceptance or approval by municipal, state, or federal agencies is guaranteed.
- 13. Time Limitation:** The agreement is null and void unless executed by the client and returned to this office within thirty (30) days.
- 14. Exclusions:** The scope of services under this contract does not include any permits, approvals, or meetings not listed; off-site roadway improvement plans; off-site utility design; MEPA Environmental Impact Report (EIR); construction equipment charges for soil testing; or any additional construction related services not listed.

**Tauper Land Survey, Inc.**  
*Professional Engineering & Land Surveying*

## 2022 BILLING RATES

TITLE	RATE
REGISTERED PROFESSIONAL ENGINEERING	\$145/HR
REGISTERED PROFESSIONAL SURVEYOR	\$145/HR
PROJECT ENGINEER/SURVEYOR	\$105/HR
STAFF ENGINEER	\$90/HR
STAFF SURVEYOR	\$90/HR
OFFICE MANAGER / ADMINISTRATIVE	\$65/HR
TWO- MAN SURVEY CREW	\$185/HR
TWO-MAN SURVEY CREW (PREVAILING WAGE RATE)	\$220/HR
ONE-MAN GPS/ROBOTIC CREW	\$145/HR
ONE-MAN GPS/ROBOTIC CREW (PREVAILING WAGE RATE)	\$165/HR
TWO-MAN GPS CREW	\$200/HR
THREE-MAN FIELD CREW	\$235/HR
DIRECT EXPENSE	
MILEAGE	\$0.58/MILE
REPROGRAPHICS	
24" X 36" BOND PRINTS	\$5.00 EACH
24' X 36" MYLAR PRINTS	\$15.00 EACH
TITLE V LAB TESTING	\$225.00/TEST
SPECIALTY POSTAGE (OVERNIGHT, CERTIFIED ETC.)	AS INCURRED
SUB-CONSULTANTS	COST + 10%

**Bulldog Fire Apparatus****H-6665****P.O. Box 58****17 Winter Street****508-435-4200****Woodville, MA 01784****SOLD TO:**

Town of Leicester

3 Washburn Square

Leicester, MA 01524

**INVOICE NUMBER:** 20220405**INVOICE DATE:** 4/5/2022

ITEM #	DESCRIPTION	UNIT PRICE	AMOUNT
1	Contract Price MVP Pumper	702,020.78	702,020.78
2	Original Equipment Mounting Quote	26,598.00	26,598.00
3	Additions to Equipment Mounting	4,409.00	4,409.00
4	Trade-In Equipment Allowance	(5,000.00)	(5,000.00)
		SUBTOTAL	728,027.78
		TAX	
<b>MAKE ALL CHECKS PAYABLE TO:</b> <b>Bulldog Fire Apparatus</b>			728,027.78
			PAY THIS AMOUNT

email: ckuzio@bulldogfa.com

**THANK YOU FOR YOUR BUSINESS!**

# Brigham Industries, Inc.

15 Brigham Road  
Paxton, MA 01612  
(508) 795-7905  
(508) 755-1676 Fax

## ~ PROPOSAL ~

Leicester Fire Department  
3 Paxton Street  
Leicester, MA 01524

Quote: 280322

**ATTENTION:** Mike Dupuis

**Date: March 28, 2022**

We are pleased to quote you the following items:

1	Tempest battery fan, VS-1.2 Deluxe Model with charger and (2) batteries	\$ 7,700.00
---	--	-------------

Freight: Included

Delivery: 4 – 8 weeks

Payment terms: Net 30 days

**These quoted prices are in effect through April 30, 2022**

Regards,

Neil Bagdis  
General Manager



## Equipment Mounting Quote - Leicester, MA

Item	Description	Cost	Total	Accept/ Decline
1	Mount locks in backboard storage area for pike poles in L1 compartment	\$ 400.00	\$ -	No
2	Mount 1" stud for for one (1) stack of fittings in L1 compartment	\$ 270.00	\$ 270.00	Yes
3	Supply one (1) 6x4" storz adapter with 30 degree elbow in L1 compartment	\$ 455.00	\$ 455.00	Yes
4	Mount a 250 lb. adjustable tray below extrusion in L2 Compartment.	\$ 480.00	\$ 480.00	Yes
5	Mount a tilt down tray above extrusion in L2 Compartment.	\$ 1,745.00	\$ 1,745.00	Yes
6	Mount toolbox & fan on floor with velcro straps in L2 compartment	\$ 400.00	\$ 400.00	Yes
7	Omit module in L3 compartment	\$ 202.50	\$ 202.50	Yes
8	Mount double sided swing out tool board in L3 compartment	\$ 2,680.00	\$ 2,680.00	Yes
9	Mount portable generator & protable winch with velcro straps in L4 Compartment.	\$ 400.00	\$ 400.00	Yes
10	Mount Blitz Fire Mount with Velcro Strap	\$ 202.50	\$ 202.50	Yes
11	Supply and mount invertor (Left Side Wall) in R1 Compartment	\$ 2,100.00	\$ 2,100.00	Yes
12	Supply and Mount duplex household receptacle with 6 port outlet in R1 Compartment.	\$ 400.00	\$ 400.00	Yes
13	Supply one (1) 6x4" storz adapter with 30 degree elbow in R1 Compartment.	\$ 455.00	\$ 455.00	Yes
14	Supply a 3"x4" storz LDH discharge in R1 compartment.	\$ 315.00	\$ 315.00	Yes
15	Mount 1" stud for one (1) stack of fittings in R1 Compartment	\$ 270.00	\$ 270.00	Yes
16	Supply mounting brackets and mount for 8 total struts in R2 compartment.	\$ 2,500.00	\$ 2,500.00	Yes
17	Supply and mount black cargo netting with Velcro strapping in R3 Compartment.	\$ 850.00	\$ 850.00	Yes
18	Mount 250 lb rollout tray with lock in R4 Compartment.	\$ 1,325.00	\$ 1,325.00	Yes
19	Supply & mount lazy susan on top of rollout tray in R4 Compartment.	\$ 2,258.00	\$ 2,258.00	Yes

20	Supply black cargo netting with velcro in of dividers & shave down dividers by 6" for better compatibility in R4 compartment.	\$ 800.00	\$ 800.00	Yes
21	Mount engine enclosure mounting plate (22 inches wide).	\$ 550.00	\$ 550.00	Yes
22	Supply & mount jonny ray swivel for two radios on doghouse.	\$ 262.00	\$ -	No
23	Remove radio from previous truck & mount two (2) radios on jonny ray swivel.	\$ 2,000.00	\$ 2,000.00	Yes
24	Supply & mount four (4) fire vulcan C4 LED battery lights on both sides of Pac Trac on rear cab wall.	\$ 1,160.00	\$ 1,160.00	Yes
25	Mount one (1) tic charger on rear cab wall on driver side.	\$ 150.00	\$ 150.00	Yes
26	Mount On Spot Tire Chains	\$ 3,580.00	\$ 3,580.00	Yes
27	Rescue surfboard shall be mounted on top of hosebed cover.	\$ 1,050.00	\$ 1,050.00	Yes

**Items added after original Quote:**

28	Remove Opticom from previous truck & mount on new.	\$ 1,460.00	\$ 1,460.00	Yes
29	Remove deck gun controller from L2 compartment and remount in L1	\$ 270.00	\$ 270.00	Yes
30	Supply a box for straps and hooks in R2 compartment.	\$ 517.00	\$ 517.00	Yes
31	Mount Chargers on wall in R2 compartment	\$ 1,500.00	\$ 1,500.00	Yes
32	Supply and mount magnetic mic clips for radios	\$ 262.00	\$ 262.00	Yes
33	Mount glass saw, sledgehammer, halogen, & bolt cutters on divider in R4 compartment.	\$ 400.00	\$ 400.00	Yes

<b>Original Quote:</b>	<b>\$ 26,598.00</b>
<b>Additions Add After Quote:</b>	<b>\$ 4,409.00</b>
<b>Trade-In Allowance</b>	<b>\$ (5,000.00)</b>
<b>Total Equipment Mounting:</b>	<b>\$ 26,007.00</b>



**Leicester Police Department**  
**90 South Main Street**  
**Leicester, MA 01524**



**Chief**  
**Kenneth M. Antanavica**  
[antanavicak@leicesterpd.org](mailto:antanavicak@leicesterpd.org)

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

**Emergency: 911**  
Non Emergency: 508-892-7009  
Non Emergency: 508-892-7010  
Fax: 508-892-7012

April 6, 2022

To: David Genereux - Town Administrator  
Selectboard - Town of Leicester

From: Kenneth Antanavica  
Chief of Police

Re: Acceptance of Donation from Brenda & Robert Riopel

The Leicester Police Department recently received a generous donation of a check for \$100.00 from Brenda & Robert Riopel. Pursuant to the appropriate bylaw/ordinance, I am requesting that the Board of Selectmen accept the generous donation. The Leicester Police Department will deposit the funds into its donation account, where it will be used to support departmental operations that are not funded by the general operating budget.

Should you have any questions pertaining to this matter, please feel free to contact me personally.

Kenneth M Antanavica  
Chief of Police

Attachments

1. Copy of Check

**SELECT BOARD MEETING MINUTES  
MARCH 21, 2022 AT 5:30PM  
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**CALL TO ORDER/OPENING**

Chair Antanavica called the meeting to order at 5:33pm. Chair Rick Antanavica, Vice-Chair John Shocik, Second Vice-Chair Herb Duggan Jr., Selectman Dianna Provencher, Selectman Allen Phillips, Town Administrator David Genereux and Assistant Town Administrator Kristen Forsberg were in attendance.

**1. SCHEDULED ITEMS**

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

**i. Discuss Strategy with Respect to Collective Bargaining (Sergeant Promotion)**

**Motion 032122-1a1:** A motion was made by Mr. Shocik and seconded by Mr. Phillips to enter into executive session under MGL Chapter 30A, Section 21(a), Exception #3, discuss strategy with respect to collective bargaining (Sergeant Promotion). The Chair declared that to discuss these matters in open session would compromise the position of the Town. **Roll call: All Ayes**

**Motion 032122-1a2:** A motion was made by Mr. Phillips and seconded by Ms. Provencher to go out of executive session at 6:00pm. **Roll call: All Ayes**

**b. 6:00pm – Discuss/Vote on Sergeant Promotions & Conditional Police Officer Appointments**

**Motion 032122-1b1:** A motion was made by Mr. Duggan and seconded by Mr. Shocik to appoint Officer Frank Bulman to the position of Sergeant. **Motion carries 5:0:0.**

**Motion 032122-1b2:** A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Detective Matthew Brady to the position of Sergeant. **Motion carries 5:0:0.**

**Motion 032122-1b3:** A motion was made by Mr. Phillips and seconded by Ms. Provencher to offer a conditional police officer appointment to Amber Costello. **Motion carries 5:0:0.**

**Motion 032122-1b4:** A motion was made by Ms. Provencher and seconded by Mr. Shocik to offer a conditional police officer appointment to Michael Cogswell. **Motion carries 5:0:0.**

**Motion 032122-1b5:** A motion was made by Mr. Shocik and seconded by Ms. Provencher to offer a conditional police officer appointment to Zachary Phillips. **Motion carries 4:0:1 (Mr. Phillips abstained).**

Chief Antanavica noted there will be a swearing in at the Police Station this Wednesday at noon for the new sergeants.

Ms. Provencher left the meeting following this item.

**c. 6:15pm - Commission on Disabilities Discussion**

This item was passed over.

**d. 6:30pm – Discuss/Vote on Tata & Howard Stormwater Year 4 Contract**

Mr. Genereux stated that this contract utilizes the remaining stormwater funds available for FY22 to complete some of the Year 4 MS4 required permit tasks.

**Motion 032122-1d:** A motion was made by Mr. Phillips and seconded by Mr. Duggan to approve the partial Year 4 stormwater contract with Tata & Howard. **Motion carries 4:0:0.**

**e. 6:45pm - Discuss/Vote on FY23 Health Insurance Carrier – Blue Cross**

The Town was notified earlier this year that Fallon will no longer provide retail health insurance for municipalities. Mr. Genereux had the Town's health insurance broker NFP put on an RFP for other insurance carriers. Two responses were received and the only propose that was competitive was MIIA Blue Cross, which offers a 1.93% reduction in premium for FY23. This proposal was unanimously endorsed by the Town's Health Insurance Advisory Committee. Mr. Genereux noted that MIIA's dental program also came in at a lower rate than the Town's current provider, Altus. There will be a 5.06% decrease in dental insurance and taking dental from MIIA will also provide an additional discount on the Town's MIIA health insurance.

**Motion 032122-1e:** A motion was made by Mr. Phillips and seconded by Mr. Duggan to approve the proposal from MIIA Blue Cross for the Town's FY23 health insurance. **Motion carries 5:0:0.**

**2. PUBLIC COMMENT PERIOD**

Paul Messier with the Eagle Scouts asked for a letter from the Board in support of the Eagle Scout ceremony of Xavier Morales.

**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 of the office.

**c. Select Board Reports**

The Select Board discussed a variety of topics including an LCAC show Becker Let's Do It Right Session 3 and misinformation regarding the lease of the Swan Library, a dispatch issue with solicitors, having your facts straight when holding the Board accountable, road issues on Burncoat Lane, issues with a wall on Route 9 near Hanks Marina, tree removed by the salon on Route 9, Board transparency and posting of information, issue with a leaning tree on the Becker property, Becker working group updates, and looking into the VCT for veteran construction assistance in the community, upcoming Deja New fundraiser for a service dog for a diabetic family.

**4. RESIGNATIONS & APPOINTMENTS**

**a. Resignation – Kathy Asquith – Assistant Assessor**

**Motion 032122-4a:** A motion was made by Mr. Phillips and seconded by Mr. Duggan to accept the resignation of Kathy Asquith, Assistant Assessor. **Motion carries 4:0:0.**

**b. Resignation – Michael Sielis – Police Officer**

**Motion 032122-4b:** A motion was made by Mr. Phillips and seconded by Mr. Shocik to accept, with regret, the resignation of Officer Michael Sielis, and to send a letter of thanks for service. Under discussion, it was noted that the Chief stated he would take Officer Sielis back within the next five years and that he had clearly made an impression on the Chief. **Motion carries 4:0:0.**

**c. Resignation – Brooke Hultgren – DIS Department Assistant**

**Motion 032122-4c:** A motion was made by Mr. Phillips and seconded by Mr. Shocik to accept the resignation of Brooke Hultgren and to send a letter of thanks for service **Motion carries 4:0:0.**

d. **Appointment – Christopher Doeg – Per-Diem EMT**

**Motion 032122-4d:** A motion was made by Mr. Phillips and seconded by Mr. Shocik to appoint Christopher Doeg as a per-diem EMT. **Motion carries 4:0:0.**

**5. OTHER BUSINESS**

a. **Accept Senior Center Donations**

**Motion 032122-5a:** A motion was made by Mr. Phillips and seconded by Mr. Shocik to accept \$750 in donations to the Senior Center. **Motion carries 4:0:0.**

b. **2021 License Renewal – Families Together, 1601 Main Street – Common Victualler License**

**Motion 032122-5b:** A motion was made by Mr. Shocik and seconded by Mr. Duggan to approve the 2022 common victualler license renewal for Families Together. **Motion carries 4:0:0.**

c. **FY19 CDBG-CV Extension Request**

**Motion 032122-5c:** A motion was made by Mr. Duggan and seconded by Mr. Phillips to approve the FY19 CDBG-CV extension request through June 30, 2022. **Motion carries 4:0:0.**

d. **Request to Surplus 2015 International Ambulance and 2006 Chevy Ambulance**

**Motion 032122-5d:** A motion was made by Mr. Phillips and seconded by Mr. Duggan to surplus the 2015 International Ambulance and the 2006 Chevy Ambulance. **Motion carries 4:0:0.**

e. **Request to Use Borger & Becker Parking Lot for MEMA CERT Rodeo – April 23 & April 30, 2022**

**Motion 032122-5e:** A motion was made by Mr. Shocik and seconded by Mr. Duggan to approve the request to use the Borger and Becker parking lots for the MEMA CERT Rodeo on April 23, 2022 with a rain date of April 30, 2022 provided MEMA brings porta potties and other sanitary items as needed. **Motion carries 3:0:1 (Mr. Phillips abstained).**

f. **Request to Use Surplus Becker Items at Swan Tavern – Leicester Historical Commission**

Joe Lennerton with the Historical Commission stated the Commission is looking for heavy duty tables and shelving to display collections at the Swan Tavern. Mr. Lennerton is looking for 4 wood tables and 2-3 of the smaller round plastic tables from the Swan Library.

**Motion 032122-5f:** A motion was made by Mr. Duggan and seconded by Mr. Shocik to approve the request from the Historical Commission to use the items requested at Swan Library contingent upon the Becker inventory process being complete and items used documented. **Motion carries 4:0:0.**

g. **Request to Use Surplus Becker Items – Town and School Departments**

Mr. Genereux noted the Board has informally stated that surplus Becker items can be used by municipal and school departments. The Board discussed that all items must be inventoried first and nothing can be sold by the departments because these items are town property and the items are to be used to help cut costs for the Town.

**Motion 032122-5g:** A motion was made by Mr. Shocik and seconded by Mr. Phillips to allow Town and School departments to use surplus items on the Becker property for use in their departments and offices once the full inventory is complete, that all items are cleared for use through the Town Administrator's office, and that nothing is removed from the buildings that the school may potentially use. **Motion carries 4:0:0.**

**h. Request to Dispose of Becker Laboratory and Veterinary Clinic Supplies to Bay Path**

Mr. Genereux noted that surplus out of code chemicals to Bay Path would save the Town on the cost to dispose of these items. The Board discussed making sure the Fire Chief and EMS Director can't use any of the chemicals or supplies for training, concerns about circumventing the system, and potential liability on the Town if issues occur with out of code items.

**Motion 032122-5h:** A motion was made by Mr. Phillips and seconded by Mr. Shocik to not dispose of the supplies at the Becker laboratory and veterinary clinic to Bay Path at this time. **Motion carries 4:0:0.**

**i. Town/School Becker Building & Grounds Maintenance Discussion**

Mr. Genereux discussed the Collins Center walk through on Friday and comments regarding putting together a building and grounds maintenance agreement between the School and Town. Mr. Genereux sent a draft agreement to the Collins Center on Friday. Some of the issues which arose revolved around the care, custody and control of the buildings and grounds, fees associated with the fields, and how much the schools would transfer to the Town to cover maintenance of school buildings/fields on the Becker campus. Issues around security, privacy for children, and safety concerns were raised. The Board discussed how maintenance would be scheduled, requested a discussion with Town Counsel regarding care, custody, and control of the school areas on the Becker campus, halting the spending of ARPA funding until needed renovations have been made to the Becker campus to allow for the school relocation, and the need for a signed maintenance agreement between the Town and School before moving forward.

**j. Discuss/Vote on Becker Education Workgroup Recommendations**

This item was passed over.

**k. Discuss/Vote on Draft Veterinary Clinic Request for Proposals & Announce Grand Opening of Bark Park**

Mr. Genereux presented the draft RFP to lease the Becker vet clinic which has a high preference to lease to a vet style practice and a secondary preference for a doctor's office type practice. The evaluative criteria looks at experience, property management expertise, financial viability and neighborhood impact. The Board discussed selling the property which reduces the debt vs. leasing the property which brings in income that can be used to maintain the Becker properties. The Board also discussed the Becker working groups, recommendations from the smaller working groups rolling up to the larger working groups before going to the Select Board, and the chairs of each working group providing status updates. This item was tabled at this time.

The Grand Opening of Bark Park will be held on April 24<sup>th</sup>. At this time, the Bark Park Committee will have held their first meeting, the exercise equipment will be out for the dogs, and the park will be in a state where it can be utilized.

**l. Discuss/Vote on Draft Becker Landscaping Invitation for Bid**

**Motion 032122-5l:** A motion was made by Mr. Duggan and seconded by Mr. Shocik to authorize the Town Administrator to release an IFB for landscaping services at Becker. **Motion carries 4:0:0.**

**m. Discuss/Vote on Opioid Settlement Subdivision Agreement**

**Motion 032122-5m:** A motion was made by Mr. Shocik and seconded by Mr. Duggan to authorize the Chair to sign the Opioid Settlement Subdivision Agreement. **Motion carries 4:0:0.**

**6. MINUTES**

**a. March 5, 2022**

- b. **March 7, 2022**
- c. **March 14, 2022**

**Motion 032122-6:** A motion was made by Mr. Phillips and seconded by Mr. Shocik to approve the minutes of March 5, 7 & 14, 2022. **Motion carries 4:0:0.**

**Motion 032122-7:** A motion to adjourn was made by Mr. Shocik and seconded by Mr. Phillips at 8:38pm. **Motion carries 4:0:0.**



**SELECT BOARD MEETING MINUTES**  
**Finance Advisory Board Public Hearing**  
**MARCH 26, 2022 AT 9:00AM**  
**TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**CALL TO ORDER/OPENING**

Chair Antanavica called the meeting to order at 9:02am. 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 to the Town Administrator: Janine Drake 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.

**FY23 Municipal & School 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 9:05am. Motion carries 4:0:0.***

**1. Fire Department Budget-Fire Chief Mike Dupuis**

FD will be level funded, again this year. The FD is looking into preventive maintenance. There has been a lot of development with inspector Wilson. Chief Dupuis' salary will be split between the 2 departments of Fire and EMS. FAB asked about the FD building maintenance. SB would like to get together a maintenance plan.

**2. EMS Budget-EMS Interim Director Brian Kelley**

In FY22 EMS are eligible to collect: \$873,000. We could be eligible to collect \$1M going forward. Call volume in 2020-1440 and 2021-1706. We are on pace to hit 1700 this year. Meeting with Vibra and the Meadows. EMS is working to do facility transfers. Interim Director Kelley explained his budget for expenditures and salary.

**3. LPS Presentation: William Frangiamore and Dr. Marilyn Tencza**

SB asked why the Athletic non salary line item has been level funded. And why the funding differences. Bill will get David Genereux the answer next week.

SB asked about the Elementary student's revenue going down and the SB would like an explanation. Bill will get David Genereux the answer next week.

Requested copies of school utilities contract, French River: Highway fuel contracts and obtain last year's rack pricing, Town Hall oil contracts and French River: LPS oil contracts. The TA's office will be gathering the contracts next week.

SB asked what the Maintenance line item was budgeted for in FY2021? What has been expended to date? Bill will get David Genereux the answer next week.

SB would like a definition of the Dist. Non-Salary Supply line item. Bill will get David Genereux the definition and the detail breakdown of the Dist. Non-Salary line item.

**SELECT BOARD MEETING MINUTES**  
**Finance Advisory Board Public Hearing**  
**MARCH 26, 2022 AT 9:00AM**  
**TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**Motion 032622-a:** A motion was made by Mr. Phillips and seconded by Ms. Provencher to approve the reopening of the warrant to insert the article regarding electronic meeting participation for transparency purposes. **Motion carries 5:0:0.**

**Motion 032622-b:** A motion was made by Mr. Phillips and seconded by Ms. Provencher to close the warrant. **Motion carries 5:0:0.**

***A motion was made by David Mero seconded by Dorothy Dudley to continue the public hearing on Saturday, 4-2-22. Motion carries 5:0:0.***

**Motion 032622-c:** A motion to adjourn was made by Mr. Antanavica and seconded by Mr. Duggan at 12:02pm. **Motion carries 5:0:0.**

***A motion to adjourn was made by Paul Mercier and seconded by Bob Mercer at 12:02pm. Motion carries 4:0:0.***