

# AMENDED

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

ORGANIZATION: Select Board Amended

MEETING: X

PUBLIC HEARING:

DATE: April 25, 2022

TIME: 6:00pm

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

REQUESTED BY: David Genereux, 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/343698509>

Or

(408) 650-3123; Access Code: 343-698-509

### CALL TO ORDER/OPENING

#### 1. SCHEDULED ITEMS

- a. 6:00 pm – Appointment LRPHC Human Services Director – Miriam Nyante
- b. 6:05 pm - Appointment – Assessors Department Assistant – Sarah Morin
- c. 6:10 pm – Appointment – DIS Department Assistant – Tina Sciascia
- d. 6:15 pm – Appointment – Library Assistant – Carol Whitcore
- e. 6:20 pm – Social-J LLC (Host Community Agreement – Marijuana Delivery Operator)
- f. 6:45 pm - Request to Use Becker Turf Field (Evolution Field Hockey Club)
- g. 7:00 pm - Discuss/Vote on Annual Town Meeting Warrant Articles – Assign motions

#### 2. PUBLIC COMMENT PERIOD

#### 3. REPORTS & ANNOUNCEMENTS

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

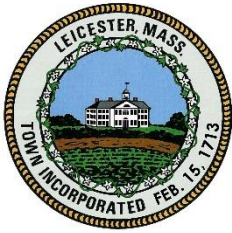
#### 4. OTHER BUSINESS

- a. Discuss/Vote on Juneteenth
- b. Discuss/Vote Becker Mowing bid – Global Maintenance LLC
- c. Discuss/Vote Chemical disposal quote (Borger Hall) – Triumvirate
- d. Discuss/Vote Vibra EMS Transport Contract
- e. Discuss/Vote Declaration of Surplus Property – Becker Mattresses

#### 5. MINUTES

- a. April 11, 2022
- b. April 20, 2022
- c. April 21, 2022 - Executive Session

ADJOURN



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**ADJOURN**



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 25, 2022

To: Select Board  
From: David Genereux, Town Administrator  
**RE: Employment Recommendations**

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We conducted numerous interviews last week to fill three open positions; one of which is a new grant funded position. The interviews for the two administrative positions were conducted by me, the Assessor, the DIS Director, and Health Director. Our recommendations are as follows:

Assessor Department Assistant – Sarah Morin of East Brookfield, with a starting rate of \$20.22 per hour. Sara has five years of administrative experience and currently works for a lake management company.

DIS Department Assistant - Tina Sciascia of Leicester, with a starting rate of \$20.22 per hour. Tina has 23 years of office experience, is a former Planning Board member in a town that she used to reside in and has a real estate license.

The position of Human Services Director is a department head position that is entirely funded by a DPH grant. The Director of Public Health and I conducted the interviews, and we recommend Miriam Nyante for the position. She currently works in a similar position for the City of Worcester. The Board reviewed her contract in executive session last week.

Please contact me with any questions or concerns.



## Leicester Public Library

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

April 19, 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 Carol Whitcore as a permanent, part-time Library Assistant.

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. Carol will be on the schedule for 8 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



**TOWN OF LEICESTER  
AND  
SOCIAL J-LLC**  
**HOST COMMUNITY AGREEMENT FOR THE SITING OF A MARIJUANA ESTABLISHMENT  
IN THE TOWN OF LEICESTER**

This Host Community Agreement (“Agreement”) is entered into pursuant to M.G.L. 94G, § 3(5)(d) this \_\_\_\_ day of April, 2022 by and between **SOCIAL J-LLC** (the “**Operator**”) a Massachusetts limited liability company, whose principal address is 1 Porrazzo Road, Hull, MA 02045 and is seeking to operate a Marijuana Establishment for the delivery of marijuana products at 88 Huntoon Highway, Leicester, MA, 01524 (the “**Property**”) and the **Town of Leicester** a Massachusetts municipal corporation with a principal address of 3 Washburn Square, Leicester, MA 01524 (the “**Town**”).

- A. **WHEREAS**, On November 8, 2016, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for adult use through Chapter 334 of the Acts of 2016, an Act for The Regulation and Taxation of Marijuana; and
- B. **WHEREAS**, On July 28, 2017, Governor Baker signed the General Court’s revised law on the subject, “An Act to Ensure Safe Access to Marijuana” adopted as Chapter 55 of the Acts of 2017 (the “**Act**”); and
- C. **WHEREAS**, Massachusetts, acting through the Cannabis Control Commission (the “**CCC**”) implemented regulatory framework for the regulation of adult use of marijuana establishments through 935 CMR 500.000 *et. seq.* (the “**CCC Regulations**”); and
- D. **WHEREAS**, A “Marijuana Establishment” as defined in the CCC Regulations, means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery Licensee, Marijuana Research Facility Licensee (as defined in 935 CMR 500.002: Marijuana Research Facility Licensee); Social Consumption Establishment (as defined in 935 CMR 500.002: Social Consumption Establishment) or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center (MTC); and
- E. **WHEREAS**, Operator wishes to locate and operate a “Marijuana Establishment”, meaning specifically, a facility licensed for the cultivation, manufacture and transportation of marijuana products (hereinafter referred to as the “**Facility**”) at the Property in accordance with CCC Regulations and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable regulations in effect at the time the Operator files its application with the CCC; and

- F. **WHEREAS**, Operator will satisfy the purpose and intent of the voters and the Act by providing marijuana for adult use, educational materials and related products to citizens of the Town and throughout the Commonwealth of Massachusetts; and
- G. **WHEREAS**, Operator intends to provide certain benefits to the Town upon receipt of CCC licensure to operate a Facility in Town and all required local approvals to do so; and
- H. **WHEREAS**, notwithstanding the anticipated benefits to certain members of the community, the Operator and the Town agree that the Facility will impact Town resources in ways unique to the business of the Facility and will draw upon Town resources such as Town's road system, law enforcement, fire protection services, inspectional and permitting services, public health services in a manner not shared by the general population and may cause additional unforeseen impacts upon the Town; and
- I. **WHEREAS**, Massachusetts General Laws chapter 94G, § 3(d) states "that a marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center. An agreement between a marijuana establishment or a medical marijuana treatment center and a host community may include a community impact fee for the host community; provided, said impact fee shall not amount to more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years.

**NOW, THEREFORE**, in consideration of the above and the mutually agreed promises contained herein, the Operator and the Town agree as follows:

1. Compliance: Operator and Town shall comply with all applicable provisions of M.G.L. c. 94G, as affected by Chapter 55 of the Acts of 2017 and the CCC Regulations as the same may be amended from time to time; and the Leicester General Bylaws, Zoning Bylaws and all laws, rules, regulations and orders applicable to the operation of a Marijuana Establishment in the Town, such provisions being incorporated herein by reference, and Operator shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of a Marijuana Establishment.
2. Community Impact Fee: Operator shall pay a community impact fee as required by M.G.L. c. 94G, § 3 (d) (the "**Community Impact Fee**") in the amounts and under the terms provided herein. The Operator shall furnish the Town with annual Profit and Loss Statements, as soon as they become available, reflecting Gross Annual Revenues (as defined herein) of the Facility located within the Town. Additionally, the Operator shall provide the Town with copies of all of

its periodic financial filings with agencies of the Commonwealth documenting Gross Annual Revenues.

3. Application of Impact Fee: The Operator acknowledges and agrees that the Town is under no obligation to use the Community Impact Fee payments made hereunder in any particular manner and that the payments are classified as General Fund under M.G.L. c. 44, § 53.
4. Calculation of Community Impact Fee Payments: Subject to adjustment or modification as set forth in this Agreement, Operator shall pay to the Town three percent (3.00%) of the Operator's Gross Annual Revenues as the Impact Fee for gross annual revenues.
5. Commencement Date of Agreement: For the purposes of calculation of the Community Impact Fee paid to the Town, this agreement is effective as of the commencement of operations at the Facility location ("**The Operations Commencement Date**") by the Operator. The Operator shall notify the Town in writing when the Operator commences sales within the Town.
6. Dates of Community Impact Fee Payments: Following the Operations Commencement Date, payment on sales for the first calendar year of operations and shall be due and payable at the anniversary of the first year's operations. Payments made in successive years shall be made once annually, on that same date of each consecutive year, through the earlier of either the end of the fifth year of operation following the Operation Commencement Date; or the maximum time permitted under M.G.L. c. 94G, § 3 (d) (each an "**Annual Payment**" and collectively the "**Annual Payments**").
7. Gross Annual Revenues: The term "**Gross Annual Revenues**" shall mean the grand total of all Operator's revenue associated with the operations of the Facility.
8. Amendment of Impact Fee Payment Date: At the option of the Operator, the payment date may be amended once, by written request, to align with the Operator's fiscal year or quarterly tax filing obligations for ease of administration, but such amendment shall not change the total amount due.
9. Annual Review of Community Impact Fee: Notwithstanding anything to the contrary herein, every year after the Operation Commencement Date the Town and Operator shall jointly review the Impact Fee and may increase or decrease the Annual Payment (as the case may be) but in no event shall the Annual Payment exceed three percent (3%) of the Operator's Gross Annual Revenues
10. Monitoring of Community Impacts: The Operator shall evaluate and monitor crime statistics, fire protection services, public health statistics including but not limited to marijuana usage in the Leicester High School, inspectional services and permitting services in conjunction with and with the reasonable cooperation of the appropriate municipal office before and after the Sales Commencement Date and shall provide this information to the Town. The Operator and the

Town agree that any increase or decrease in the Community Impact Fee shall be based on the escalation of the aforementioned services in the area immediately surrounding the Facility, at a rate in excess of Town-wide escalation, unless mutually agreed upon by the Operator and the Town.

11. Filings with the Commonwealth: The Operator shall furnish the Town with the annual reports of the Gross Annual Revenue as described in Section 2, as soon as they become available, reflecting Gross Annual Revenue figures for the Facility and shall provide the Town with all copies of its periodic financial filings to the CCC and/or to the Massachusetts Department of Revenue documenting the Operator's Gross Annual Revenues, and shall furnish copies of its filings to the Secretary of the Commonwealth's Corporations Division, and if any, to the Massachusetts Office of the Attorney General.
12. Term: The term of this Agreement is five years, terminating on the fifth anniversary of the Sales Commencement Date, unless sooner terminated by:
  - a. revocation of Operator's license by the CCC; or
  - b. Operator's voluntary or involuntary cessation of operations; or
  - c. the Town's termination of this Agreement for breach of the conditions contained herein that remain uncured sixty (60) days from the date of written notice of such breach.
13. Renegotiation/Applicability: To the extent permitted by law: (a) the terms of this Agreement shall be renegotiated by the Owner and the Town in good faith following five (5) years of continuous operation of the Facility; and (b) the terms of this Agreement shall continue in full force and effect unless the parties reach accord on a subsequent agreement provided, however, that in no event shall the Operator be permitted to continue to operate the Facility after termination as set forth in Paragraph 12 above.
14. Property Valuation/Taxation: Operator shall not object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes and that, notwithstanding the foregoing, if:
  - a. any real or personal property owned or operated by OPERATOR is determined to be non-taxable or partially non-taxable, or
  - b. the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full value, or
  - c. OPERATOR is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then

OPERATOR shall pay to the TOWN an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at

full assessed value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the Impact Fee made by OPERATOR under this Agreement. The Operator shall not request any tax credits or subsidy from the Town for the Facility including, but not limited to, any request for a tax exemption or abatement as a non-profit entity and shall not object or otherwise challenge the taxability of its entity and shall not object or otherwise challenge the taxability of the Facility.

15. Community Impact Fee as Compensatory: The Community Impact Fee referenced herein shall be compensatory to the Town for all impacts of the Operator's operation of the Facility in the Town, including all reasonable indirect costs. Nothing herein shall be construed to exempt the Facility from payment of local, state, and federal taxes.
16. Local Hiring: To the extent permissible by law, Operator will make jobs available to local, qualified residents; and such residency will be a positive factor in hiring decisions, but this does not prevent Operator from hiring the most qualified candidates and complying with all employment laws and other legal requirements. In addition to the direct hiring, Operator will work in a good faith, legal and non-discriminatory manner to similarly consider local status of vendors, suppliers, contractors and builders from the Town area to be a positive factor in retaining such vendors.
17. Approval of On-Site Manager: If requested by the Town, Operator shall provide to the Town, for review and approval, the information set forth in 935 CMR 500.101(1)(b), of the person proposed to act as on-site manager of the Facility, which submittal shall include authorization to perform a criminal history (CORI) check. Within thirty (30) days of its receipt of the information set forth in 935 CMR.500.101(1)(b), the Town shall, in consultation with the Police Chief determine whether the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. Said approval shall be considered unreasonably denied if the Town denies such approval and the CCC has approved said on-site manager pursuant to the Regulations. Notwithstanding the foregoing, if Town does not provide confirmation or rejection of the proposed on-site manager within thirty (30) days, that on-site manager of the Facility shall be deemed approved by Town. This approval process shall also apply to any change of on-site manager.

The anticipated on-site manager will be Jeffery Shaheen, and he shall be approved as part of this Agreement.

18. Prevention of Diversion: To the extent requested by the Town's Police Department, and consistent with the Regulations, Operator shall work with the Town's Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the Operation Commencement Date. Such plan will include, but is not limited to, (i) training Facility employees to be aware of, observe, and report any unusual behavior in Facility employees that may indicate the potential for diversion; (ii) strictly adhering to CCC

Regulations as to certification amounts and time periods; (iii) utilizing seed-to-sale tracking software to closely track all inventory at the Facility.

19. Security: To the extent requested by the Town's Police Department and Fire Department, and consistent with the Regulations, Operator shall work with the Town's Police Department and the Town's Fire Department to determine the placement of interior and exterior security cameras, so that at least two cameras are located to provide an unobstructed view in each direction of the public way(s) on which the Facility is located. Operator will maintain a cooperative relationship with the Police Department and the Fire Department, including but not limited to periodic meetings to review operational concerns, cooperation in investigations, and communication to Police Department of any suspicious activities on or in the immediate vicinity of the site. Such camera(s) may be altered by the CCC during their security and architectural review process.
20. Registration and Approvals Required: The obligations of Operator and the Town recited herein are specifically contingent upon the obtaining of a Certificate of Registration for the operation of a Marijuana Research Establishment from the CCC to operate in Town, and contingent upon all necessary local permits and approvals required, which are consistent with M.G. L. c. 94G, §§ 3, 5, and in effect as of the date specifically required by said section.
21. On-Site Consumption: The on-site consumption of marijuana products shall be prohibited.
22. Cooperation: Operator shall work cooperatively and in good faith with the Town in securing the prompt and efficient siting, planning, permitting and preparation for opening of the Facility. This Agreement does not affect, limit, or control the authority of Town boards, commissions and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Operator and/or its Facility for violation of the terms of said permits and approvals or said statutes, Bylaws and regulations.
23. Modification of Payments: Both the Operator and the Town understand and agree that an indoor Marijuana Cultivator, Marijuana Product Manufacturer and Marijuana Transporter have a distinct and separate impact on a municipality and justify a difference in Host Community Agreement terms. Should Operator enter into an agreement with any other municipality for the siting of a combined Marijuana Cultivator, Marijuana Product Manufacturer and Marijuana Transporter at terms materially more favorable to that municipality than the terms of this Agreement are to Town, this Agreement shall be modified to reflect those terms. Notwithstanding the foregoing, should Operator enter into an agreement with any other municipality for the purpose of operating one or more Marijuana Establishments that do not

combine a Marijuana Cultivator, Marijuana Product Manufacturer and Marijuana Transporter, this Agreement shall not be modified.

24. Location; Additional Operations: This Agreement applies to the proposed Facility to be located at 88 Huntoon Highway, Leicester. This agreement will remain in force should the Operator chose to move or transfer operations to a different location within the Town. Should the Operator and the Town agree to allow the Operator to site another facility within the Town, the Operator and the Town shall agree to negotiate an additional agreement.
25. Assignment: Neither the Town nor the Operator shall assign, sublet or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided however such consent shall not be required in the event such transfer or assignment is between the Operator and another entity which is authorized by the CCC to operate the Facility pursuant to a Certificate of Registration granted by it, or if such assignment or transfer is the result of a merger or consolidation with the Operator.
26. Agreement as to Agricultural Exemption: Operator agrees to comply with all laws, rules, regulations and orders applicable to the Facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the operation of the Facility. The Operator agrees not to assert or seek exemption as an agricultural use under the provisions of from the requirements of the Town's Zoning Bylaws pursuant to M.G. L. c. 40A, § 3.
27. Retention of Regulatory Authority: By entering into this Agreement, Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.
28. Notices: Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
29. Severability: If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
30. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the

jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

31. Entire Agreement: This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
32. Confidentiality: Operator may provide to the Town certain financial information, investment materials, products, plans, documents, details of company history, know-how, trade secrets, and other nonpublic information related to Operator, its affiliates and operations (collectively, the "**Confidential Information**"). Town (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or thereafter, disclose any Confidential Information to any person or entity, except as may be required by court order or law (pursuant to M.G.L. c. 66 § 10), provided in all events, prior to such disclosure, the Town will notify Operator in writing of its intent to make such disclosure at least three (3) days in advance of any disclosure.
33. Waiver: The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
34. Third Parties: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Town or the Operator.
35. Amendment: This Agreement may only be amended by a written document duly executed by both of the parties hereto. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the Town and the Operator.
36. Modifications: Modifications to this Agreement may only be effective if made in writing and signed by both of the parties hereto.
37. Headings: The article, section, and paragraph headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.
38. Counterparts: This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.



39. Signatures: Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

[SIGNATURES TO FOLLOW]

The following signature indicate that the parties hereby agree to the terms set forth in this Agreement as per the date set forth on page 1 of this Agreement.

For the Town of Leicester, Massachusetts:

For SOCIAL-J LC:

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Rick Antanavica  
Chair

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By: Jeffrey Shaheen  
Its: Manager

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John Shocik  
Vice Chair

---

Herb Duggan Jr.  
Second Vice Chair

---

Dianna Provencher  
Member

---

Allen R. Phillips Sr.  
Member

Approved as to Form:

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Christopher J. Petrini, Town Counsel

July 26, 2021

Social-J, LLC  
PMDA5830  
[jeffreysaheen@gmail.com](mailto:jeffreysaheen@gmail.com)

Type of Delivery License: Marijuana Delivery Operator

### **NOTICE: DELIVERY PRE-CERTIFICATION APPLICATION APPROVED**

#### **WHY ARE YOU RECEIVING THIS NOTICE?**

This letter provides notice that the Cannabis Control Commission (“Commission”) approved the Delivery Pre-Certification application for the license type indicated above. This approval represents that the applicant submitted responsive documentation demonstrating a propensity to successfully operate the Delivery license indicated above. This approval does not convey a license.

A copy of your application, to the extent permitted by law, is included with this notice. This notice and application may be useful when discussing with third parties about the need to obtain a property interest, host community agreement and local approvals, capital resources, agreements with Marijuana Retailers (if applicable), Third Party Technology Platform Providers, and other requirements of the next stage of the licensing process.

#### **WHAT ARE YOUR NEXT STEPS?**

The applicant may now start the applicable Delivery Provisional License application in the Massachusetts Cannabis Industry Portal (“MassCIP”). Please note that this Pre-Certification approval is valid for 24 months and the applicant must begin the Provisional License application within this time frame. **Additionally, the applicant’s business must maintain majority ownership comprised of Economic Empowerment Priority Applicants and/or Social Equity Program Participants to complete the Provisional License application and ultimately be recommended for licensure.**

In anticipation of the applicant starting the Provisional License application, the Commission would like to make the applicant aware of the following information:



- When you start the Provisional License application, all previously submitted information from the Pre-Certification application will automatically be transferred. The applicant is not required to update any previously submitted information regarding disclosures or plans unless there has been a change.
- The following is a list of requirements that the applicant will have to comply with in the Provisional License application (these items were not previously required for the Pre-Certification application):
  - Identification of any individuals and/or entities contributing capital resources, and supporting documentation;
  - Bond or escrow account with the required amounts;
  - Disclosure of a property location and supporting documentation (i.e. lease, binding letter of intent to use the premises, title to the property);
  - A list of Marijuana Retailers, if applicable, that the business will be working with along with any agreements with said licensee(s);
  - A list of Third Party Technology Platform Providers, if any at this stage, that the business will be working with along with any agreements with said providers(s);
  - Certification of Host Community Agreement;
  - Certification and supporting documentation demonstrating that a Community Outreach Meeting was held;
  - Plan to Remain Compliant with Local Ordinances;
  - Plan to Positively Impact Disproportionately Harmed People;
  - Background authorization forms;
  - Massachusetts Business Number;
  - Doing-business-as name, if any;
  - Articles of Organizations and Bylaws/Operating Agreement;
  - Letters of good standing from the Department of Revenue, Department of Unemployment Assistance, and the Secretary of the Commonwealth;
  - Proposed timeline to become operational; and
  - Diversity Plan

Please note that information relating to Delivery application requirements and licensing process is available on the Commission's website. Additionally, information relating to the application requirements and licensing process for all license types can be found in the Commission's Guidance on Licensure located here: <https://mass-cannabis-control.com/guidancedocuments/>.

### WHAT CAN YOU EXPECT LATER IN THE LICENSING PROCESS?

Once the applicant starts and submits the Provisional License application, it will enter the license review queue as a priority or expedited applicant depending on whether your application is associated with an Economic Empowerment Priority Applicant or Social Equity Program Participant. Once reviewed, the applicant may receive a request for further information or be



deemed complete (which is when the applicant has submitted all requirements and found to be in compliance).

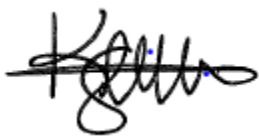
When the applicant is deemed complete, they will receive a notice that background checks and fingerprinting will now begin. The notice will contain instructions to pay for background checks associated with all individuals (current cost is \$400.00 per individual and is subject to change) and have them be fingerprinted (current cost is \$35.00 per individual). **Please do not pre-pay for background checks, or have anyone fingerprinted, until directed to do so by the Commission.**

A notice will also be sent to the municipality at this point asking them to confirm the applicant's compliance with local ordinances or bylaws. If any special permits or local licenses are required prior to provisional licensure, they should be obtained prior to being deemed complete.

Once all background-related documents are received, reviewed, and found suitable for licensure pursuant to Table A of 935 CMR 500.801, and an affirmative municipal response is received (or no response by the municipality within 60 days), your application will be recommended for provisional licensure.

If there are any questions with regards to this notice, please contact the Commission at [licensing@cccmaass.com](mailto:licensing@cccmaass.com).

Sincerely,

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

Kyle Potvin, Esq.  
Director of Licensing  
Cannabis Control Commission



## **Delivery**

**Is the “Delivery Only” license type the same as the “Marijuana Courier” license type?**

Yes, the name for the Delivery Only license was changed to “Marijuana Courier” and is the same license type.

**If I originally applied for, or was approved for a Delivery Only license, can I convert it to a Marijuana Delivery Operator license?**

No. Even if you have previously applied for Pre-Certification or Licensure for Delivery Only (now Courier), you will have to start a new Pre-Certification application for the Marijuana Delivery Operator license.

If you previously applied to operate as a Delivery Only licensee, or were issued that license, your application or license will automatically convert to the Marijuana Courier license type.

**What is the difference between a Marijuana Courier, Marijuana Delivery Operator, and a Delivery Endorsement?**

The Marijuana Courier and Marijuana Delivery Operator licenses are both stand-alone license types allowed to perform different operations. Marijuana Couriers are allowed to deliver marijuana and marijuana products to consumers and patients from a Marijuana Retail Establishment or Medical Marijuana Treatment Center. Delivery Operators are allowed to purchase marijuana and marijuana products from licensed Marijuana Cultivators and Marijuana Product Manufacturers and sell and deliver to consumers. Marijuana Couriers cannot store marijuana and marijuana products overnight whereas Marijuana Delivery Operators may securely store on its premises marijuana and marijuana products that have been purchased at wholesale for eventual resale to consumers.

A Delivery Endorsement is expanded permission to perform delivery operations that is added to an existing license. It is like having a driver's license for a car and then getting permission to operate a motorcycle and receiving a motorcycle endorsement. Currently, Delivery Endorsements are available only to Marijuana Microbusinesses with majority ownership comprised of Certified Economic Empowerment Priority Applicants and/or Social Equity Program Participants for a period of at least 36 months from the date the first Delivery Operator licensee receives a notice to commence operations.

**Who can apply for a Delivery license?**

Marijuana Courier and Marijuana Delivery Operator licenses and Delivery Endorsements are limited, on an exclusive basis, to businesses controlled by, and with majority ownership comprised of, Certified Economic Empowerment Priority Applicants and/or Social Equity Program Participants for a period of at least 36 months from the date the first Delivery Operator licensee receives a notice to commence operations.

**Can a Delivery applicant or licensee have, or obtain, a Marijuana Retailer license?**

Yes.

Individuals and entities are limited to applying for and obtaining no more than two (2) delivery licenses. The limitation for delivery licenses is not tied to the amount an individual or entity can obtain for retail licenses—which remains at no more than three (3).

**What restrictions are in place to prevent retailers or third-party companies from controlling delivery businesses?**

Individuals and entities can hold only a limited number of Marijuana Retailer and Delivery licensees.

Marijuana Retailers, Delivery licensees, and Microbusinesses with Delivery Endorsements may work with Third-Party Technology Platform Providers

which provide or host internet-based applications for the facilitation of ordering and delivering cannabis. All agreements between a Delivery licensee and a Third-Party Technology Platform Provider, however, shall be available for inspection and are subject to the control limitations under **935 CMR 500.050**: Marijuana Establishments, including:

- a. A Third-Party Technology Platform Provider cannot be a licensee, or a Person or Entity with Direct or Indirect Control, as defined by **935 CMR 500.002**: Fees, of a Delivery licensee.
- b. A contract between a Delivery licensee and a Third-Party Technology Platform Provider shall be negotiated and entered into on an arm's length basis. A Delivery licensee may not accept any investment by a Third-Party Technology Platform Provider with which it has a contract.
- c. A Delivery licensee cannot share its profits of the sale of marijuana or marijuana products with a Third-Party Technology Platform Provider, or otherwise provide a percentage or portion of the sale of marijuana or marijuana products to the Third-Party Technology Platform Provider.

### **What is the application process to apply for a Delivery license?**

For an applicant to receive a Delivery license, they must complete two (2) applications that will occur in two (2) phases: Phase 1 – the pre-certification application, and Phase 2 – the provisional license application. All applicants will be required to complete both applications in phases. Phase 1 is completing the pre-certification application. Once you receive an approval letter stating you are pre-certified, you will be able to start and finish Phase 2 which is completing the provisional license application.

As a note, there are two separate pre-certification applications, one for each Delivery license type that have specific and distinct requirements. While an applicant can be pre-certified for both license types, they must be pre-certified for the license type they are applying for and cannot use another pre-certification in its place.



**What is required to be submitted as part of the pre-certification application?**

The following is a list of application requirements for the pre-certification application:

- a. Information about the business:
  1. Legal business name;
  2. Tax identification number;
  3. Contact information;
  4. Disadvantaged Business Enterprise information, if applicable; and
  5. Certified Economic Empowerment Priority Applicant and Social Equity Program Participant certification numbers (these numbers start with either “EE” or “SE”)
- b. Information pertaining to Persons and Entities Having Direct or Indirect Control;
- c. Business interests in other jurisdictions, and within Massachusetts, of any Persons and Entities Having Direct or Indirect Control;
- d. Background check and contact information for any Persons and Entities Having Direct or Indirect Control—background check authorization documents are not required until the provisional license application;
- e. Upload a business plan and a plan for obtaining limited liability insurance; and
- f. Upload operating policies and procedures that comply with the Commission’s regulations including the following:
  1. Security plan;
  2. Transportation plan;
  3. Inventory plan;

4. Plan to prevent diversion;
5. Storage plan;
6. Delivery plan;
7. Quality control and testing;
8. Record-keeping procedures;
9. Maintenance of financial records;
10. Qualifications and intended trainings for personnel;
11. Plan to obtain marijuana and marijuana products (Marijuana Courier license type)
12. Personnel policies; and
13. Dispensing procedures (for Marijuana Delivery Operators).

Applicants are encouraged to review the Commission's **Guidance on Licensure** for further clarification on application requirements.

**What can I expect when my pre-certification application is deemed complete?**

When a pre-certification application is deemed complete, the application will move to the “Applications Deemed Complete” queue within the Massachusetts Cannabis Industry Portal (MassCIP). The applicant does not need to take any additional steps until notified by email from the Commission.

When the applicant is approved for pre-certification, a notice (including a copy of the pre- certification application) will be sent to the business email on the application explaining next steps which will include starting the next phase of the application—the provisional license application.

**How long is my pre-certification valid for?**

Pre-certified applications are valid for 24 months from the date of the approval notice. Applicants must start the provisional license application within 24 months from when they were pre-certified; otherwise, a new pre-certification application will need to be completed and approved.

**What is required to be submitted as part of the provisional license application?**

The following is a list of application requirements for the provisional license application:

- a. Amend or supplement any outdated information from what was submitted in the pre- certification application;
- b. Disclose the proposed location of the Delivery license and submit property interest documentation;
- c. Disclose capital resources along with supporting documentation;
- d. Disclose, if known, all current agreements between the applicant and Third-Party Technology Platform Providers (both Delivery license types) and Marijuana Retailers (for Marijuana Couriers only);
- e. Submit additional documentation which includes the following:
  1. Certification of Host Community Agreement;
  2. Community Outreach Meeting attestations and documentation;
  3. Plan to remain compliant with local ordinances;
  4. Positive Impact Plan;
  5. Diversity Plan;
  6. Bond or escrow account;
  7. Background authorization forms;
  8. Certificates of good standing from the Department of Revenue, Secretary of the Commonwealth, and Department of

Unemployment Assistance;

9. White labeling and wholesale agreements, where applicable for Marijuana Delivery Operators; and
10. A proposed timeline to become operational.

**Will I have to re-enter the information from the pre-certification application into the provisional license application?**

No. When you start your provisional license application, the previously submitted information will transfer from your approved pre- certification application. If previously submitted information has changed or is outdated, you will need to update that information at the provisional license application stage. For example, you will need to add individuals newly associated with your application.

**What is the application fee for a Delivery license and when do I pay it?**

The application fee for a Marijuana Delivery Operator or a Marijuana Courier license application is \$1,500, however, license application fees are automatically waived (\$0) for businesses controlled by and with majority ownership comprised of Certified Economic Empowerment Priority Applicants or Social Equity Program Participants.

**What are the license fees for a Marijuana Delivery Operator and Marijuana Courier license and when do I pay it?**

The annual license fee is \$5,000 for a Marijuana Courier and \$10,000 for a Delivery Operator. However, the annual license fees for Delivery licensee businesses controlled by and with majority ownership comprised of Social Equity Program Participants and/or Certified Economic Empowerment Priority Applicants are the following:

- For the first year: \$0

- For the second year and every following year: \$2,500 for a Marijuana Courier and \$5,000 for a Delivery Operator license (50% reduction)

### **What is the application process to apply for a Delivery Endorsement?**

Licensed Marijuana Microbusinesses may electronically submit a Delivery Endorsement application through MassCIP. This application process involves one (1) application instead of the two-part application process for Delivery licenses. Delivery Endorsements are only available to businesses controlled by and with majority ownership comprised of Certified Economic Empowerment Priority Applicants or Social Equity Program Participants for a period of 36 months from the date the first Delivery Operator Licensee receives a notice to commence operations.

### **What is required to be submitted as part of the Delivery Endorsement application?**

The applicant will confirm certain business information. In addition to that confirmation, applicants for a Delivery Endorsement will have to submit the following information:

1. Plan to remain compliant with local ordinances relating to delivery;
2. Delivery plan;
3. Security plan for delivery, and
4. Agreements with Third-Party Technology Platform Providers.

### **What is the application fee for a Delivery Endorsement and when do I pay it?**

Generally, the application fee for a Delivery Endorsement is \$500. This fee is paid prior to submission of the application.

Currently, while Delivery Endorsements are available only to Marijuana Microbusinesses controlled by and with a majority ownership comprised of

Certified Economic Empowerment Priority Applicants and/or Social Equity Program Participants during a 36-month exclusivity period, the application fee is waived (\$0).

**What is the annual license fee for a Delivery Endorsement and when do I pay it?**

The annual license fee for a Delivery Endorsement is \$5,000. However, as Delivery Endorsements are available only to Marijuana Microbusinesses controlled by and with a majority ownership comprised of Certified Economic Empowerment Priority Applicants and/or Social Equity Program Participants during an exclusivity period, the fee is reduced by 50% and is \$2,500.

Additionally, because the endorsement is tied to the license, the fee is prorated based on the remaining time on the license. This fee is required to be paid upon approval by the Commission.

**Where can I get more information about the application requirements or the licensing process?**

Information about all license application requirements and the licensing process can be found in the Commission's **Guidance on Licensure**. For best advice, the Commission recommends consulting a licensed attorney or knowledgeable industry professional for best guidance.

**What is a “Third-Party Technology Platform Provider?”**

A Third-Party Technology Platform Provider (Provider) is an individual or business that provides or hosts an internet-based application(s) developed for the facilitation of ordering and delivering marijuana, marijuana products and marijuana accessories and branded goods by a Marijuana Courier or Marijuana Delivery Operator or a business with a Delivery Endorsement to a consumer, patient, or caregiver.

Where a Delivery licensee contracts with a Provider, it must ensure that its goods are sold in compliance with the licensing requirements, for example,

advertising and branding.

A licensee that develops a proprietary application exclusively for its own use is not considered to be a Third-Party Technology Platform Provider.

A Third-Party Technology Platform Provider may not be an investor in a Delivery licensee.

**Can a Marijuana Courier deliver adult and medical marijuana product?  
What about Marijuana Delivery Operators?**

Yes, a Marijuana Courier may contract with Marijuana Retailers and/or Medical Marijuana Treatment Centers (MTCs) to deliver product to consumers, patients, or caregivers. Products from an MTC can be delivered to patients and caregivers.

A Marijuana Delivery Operator may not acquire from an MTC or deliver medical-use marijuana to a patient or caregiver. A Marijuana Delivery Operator can only sell and deliver marijuana and marijuana products, and their own marijuana accessories and branded goods, directly to a consumer (a person who is 21 years of age or older).

**Where do I apply for a Delivery license or Delivery Endorsement?**

Applications will be available electronically in MassCIP located here: <https://www.massciportal.com/login-register>. Businesses seeking a Marijuana Courier or Marijuana Delivery Operator license will be able to access the pre-certification application. Marijuana Microbusinesses seeking a Delivery Endorsement will be able to access the Delivery Endorsement application.

**Which communities may receive deliveries? Why aren't Marijuana Couriers or Marijuana Delivery Operators allowed to deliver to consumers in municipalities that have not allowed retail operations or opted in for delivery operations?**

The law allows cities or towns, in some cases, to restrict certain Marijuana

Establishments from operating within its borders. Considering this legal requirement, the Commission's regulations allow delivery in only the following locations:

1. The city or town in which the Delivery licensee is located (the business location or place of business);
2. Any city or town which allows for retail operations (even if a Marijuana Retailer is not operational there); and
3. Any city or town that has notified the Commission that delivery is allowed within its borders.

Applicants, licensees, and consumers can view which cities and towns have allowed delivery and retail operations by reviewing the Commission's Municipal Zoning Tracker located here:

**[MassCannabisControl.com/Municipal-Zoning-Tracker](https://masscannabiscontrol.com/municipal-zoning-tracker)**.

**Can a Microbusiness licensee located in a city or town that does not permit retail sales and has not “opted in” to allow for delivery obtain a Delivery Endorsement?**

No, the city or town must either allow retail operations or “opt in” to allow delivery operations. A city or town can “opt in” after receiving notice from the Commission and stating that delivery may operate within its borders.

Applicants, licensees, and consumers can view which cities or towns have allowed delivery and retail operations by reviewing the Commission's Municipal Zoning Tracker located here:

**[MassCannabisControl.com/Municipal-Zoning-Tracker](https://masscannabiscontrol.com/municipal-zoning-tracker)**.

**What defines the delivery business location? Is it where you house your vehicle(s)?**

For Marijuana Courier and Marijuana Delivery Operator applicants and licensees, the business location is the location where vehicle(s) are housed,



delivery orders are received, vehicles are dispatched from every day, and employees monitor delivery vehicles in transport through GPS and reporting requirements.

The location should be in a city or town that has allowed retail or delivery operations and is appropriately zoned. The location should have a building that allows for the “back office” operations of a Delivery license, where delivery orders are received, vehicles are dispatched from every day, and where employees will monitor delivery vehicles in transport through GPS and reporting requirements.

After being pre-certified, Marijuana Courier and Marijuana Delivery Operator license applicants provide their location information in their provisional license applications.

**Does a delivery business need to sign a Host Community Agreement (HCA) with every community in which its residents will receive a delivery?**

No. However, all applicants must submit certification of an executed HCA with the city or town in which their business will be located.

**Will consumers pay the Marijuana Courier for the entire order or just for the delivery fee?**

It is up to the Marijuana Courier and the Marijuana Retailer it contracts with to determine when and how the consumer pays. For the safety of the drivers and consumers, Marijuana Retailers and Marijuana Couriers may use platforms for the electronic payment of funds to minimize the amount of cash carried on a delivery vehicle, and store cash in a locked compartment.

**Are there limits on the number of Marijuana Establishments with which a Marijuana Courier can do business?**

No. However, a Marijuana Courier is required to have an executed delivery agreement with the Marijuana Retailer or MTC prior to performing deliveries.

**Can Delivery licensees mix products from different Marijuana Retailers into a consumer's individual order?**

Yes, as long as the consumer's individual order does not exceed the individual possession limits. A Marijuana Courier, Marijuana Delivery Operator, or a Microbusiness with a Delivery Endorsement can deliver only one (1) individual order per consumer, during each delivery. A Delivery licensee or a Microbusiness with a Delivery Endorsement cannot deliver to the same consumer at the same residence more than once each calendar day, regardless of the quantity of their individual order.

**May a Marijuana Courier contract with a Marijuana Retailer to complete the pre-verification process for consumers who intend to place delivery orders? What are some of the pre-verification restrictions for Delivery licensees?**

Yes.

A Marijuana Courier is prohibited from performing a delivery to any consumer who has not established an account for delivery through pre-verification of the consumer's identification by the Marijuana Retailer or Third-Party Technology Platform.

A Marijuana Delivery Operator or Microbusiness with a Delivery Endorsement is prohibited from performing a delivery to any consumer who has not established an account for delivery through pre-verification of the consumer's identification through Commission-approved electronic means.

**Can delivery companies use third-party applications or credit, debit, or ATM card transactions instead of cash payments for safety reasons?**

Yes.

**At what point can Certified Economic Empowerment Priority Applicants or Social Equity Program Participants liquidate their ownership over the Marijuana Courier or Delivery Operator license?**

All Delivery licenses are available to businesses controlled by and with majority ownership comprised of Certified Economic Empowerment Priority Applicants and/or Social Equity Program Participants for an exclusive period of at least 36 months from the date the first Delivery Operator licensee receives notice to commence operations. Certified Economic Empowerment Priority Applicants and/or Social Equity Program Participants must have, and maintain, control and majority ownership over this license type during the entire exclusivity period.

**Does the licensee with which a Marijuana Courier contracts to obtain product for delivery need to be a Marijuana Retailer?**

Yes, a Marijuana Courier can only contract with Marijuana Retailers and/or MTCs to deliver the Marijuana Retailers' and/or MTCs' marijuana and marijuana products to consumers, patients, or caregivers.

**Can a Marijuana Courier wholesale product from Marijuana Product Manufacturers and Marijuana Cultivators?**

No.

**Can a Marijuana Delivery Operator wholesale product from Marijuana Product Manufacturers and Marijuana Cultivators?**

Yes. A Marijuana Delivery Operator may contract with licensed Marijuana Cultivators, Marijuana Product Manufacturers, Microbusinesses, or Craft Marijuana Cooperatives to obtain wholesale products to sell and deliver directly to consumers.

**When does a background check and fingerprinting occur with a Marijuana Courier or Marijuana Delivery Operator license application?**

When applicants complete the provisional license application (the second application), applicants must submit background check authorization forms and update background check history events. After review and when deemed complete, Commission staff will notify applicants to submit the background

check fee to a Commission vendor and complete the fingerprint examination. No background checks or fingerprinting is required in the pre-certification application, however, disclosure of background events will be reviewed.

**Who is eligible to apply for and invest in Delivery licenses?**

Delivery licenses are limited, on an exclusive basis, to businesses controlled by and with majority ownership comprised of Certified Economic Empowerment Priority Applicants or Social Equity Program Participants for a period of at least 36 months from the date the first Delivery Operator licensee receives a notice to commence operations (the “exclusivity period”).

Other individuals and entities may contribute capital resources.

**Can a Marijuana Microbusiness with a Delivery Endorsement deliver other Marijuana Establishments’ marijuana products?**

No.

**Can an agent of a Marijuana Courier enter a Marijuana Retailer, with whom they have a delivery agreement, through an employee-only entrance to make a pickup without a registered agent badge for that particular Marijuana Retailer?**

Yes, however, the Marijuana Retailer must follow visitor procedures.

**Will a Delivery licensee have to undergo an inspection once provisionally licensed?**

Yes, Commission staff will provide the licensee a notice once provisionally licensed along with a request form for a Post-Provisional License Inspection (PPLI). This inspection will ensure your vehicle(s) and standard operating procedures, among other items, comply with the Commission’s regulations. After successfully completing the PPLI, the Delivery licensee moves to final license approval.

**Can a Marijuana Courier licensee perform other marijuana-related**

**activities, such as packaging, repackaging, and/or preparing orders for delivery?**

No.

**Can a Delivery licensee rent its delivery vehicle?**

No, the licensee must either own its vehicle or lease it from a private party. The vehicle must be properly registered to the licensee as a commercial vehicle.

**Can a Delivery licensee deliver products other than marijuana (i.e., accessories, clothing, novelty, or promotional items)?**

Yes, Marijuana Couriers can also deliver marijuana accessories and branded goods, either their own or the Marijuana Retailer's.

Yes, Marijuana Delivery Operators can deliver their own marijuana accessories and branded goods.

Marijuana accessories may not include branded goods.

**How many registered agents must be in the vehicle when performing deliveries?**

Two (2) registered agents must be in the delivery vehicle when performing home deliveries. At least one (1) registered agent must always remain in the vehicle.

**Are Marijuana Couriers allowed to deliver its own product?**

A Marijuana Courier can only deliver products sold by a Marijuana Retailer or MTC. Therefore, for a Marijuana Courier to deliver its own product, it would also need to hold a separate Marijuana Retailer or MTC license.

Microbusinesses with Delivery Endorsements can deliver its own product to consumers.

**Can Marijuana Couriers “stack” deliveries within one trip?**

Yes, Marijuana Courier licensees may obtain marijuana and marijuana products from multiple Marijuana Retailers and MTCs to deliver to consumers, patients, and caregivers. The maximum retail value of marijuana and marijuana product in the vehicle at one time is limited to \$10,000. This \$10,000 limit does not apply to marijuana accessories and branded goods.

**Can a person come to the delivery vehicle to pick up their order?**

No, the Delivery licensee's registered agent must deliver the product to the consumer's residence, house, condominium, or apartment.

**Who can receive deliveries and how much can be delivered?**

Consumers who are 21 years of age or older may receive deliveries for adult-use marijuana and marijuana products. Consumers must be pre-verified before filling the order by providing the government-issued identification card that will be used at the time of delivery.

Additionally, consumers are limited to one (1) ounce of marijuana or its combined dry weight equivalent in marijuana concentrate or edible marijuana products per day. One (1) ounce of marijuana flower is considered equivalent to five (5) grams of active tetrahydrocannabinol (THC) in marijuana concentrate including, but not limited to, tinctures. One (1) ounce of marijuana flower is considered equivalent to 500 milligrams of active THC in edible marijuana products.

**What happens if there is a car accident or other emergency during a delivery?**

In the case of an emergency stop during the delivery, a log must be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle. The Marijuana Establishment agents in the vehicle must provide notice to the employer-licensee of the location of the stop, seek assistance, and employ best efforts to remain in contact with their employer.

Marijuana Establishment agents shall report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours of such accidents, diversions, losses, or other reportable incidents.

If a motor vehicle accident renders the vehicle inoperable, the Licensee shall notify state and local law enforcement immediately so that marijuana products may be adequately secured.

**If we are only transporting from retailer to consumer, why do we need a location?**

Every business must provide a physical business location within a city or town under the law. For purposes of Delivery applicants and licensees, this will be the location where the vehicle(s) are housed, delivery orders are received, vehicles are dispatched from every day, and where employees will monitor delivery vehicles in transport through GPS and reporting requirements.

**Can my business office or location be mobile? Can I work out of a trailer or my delivery van?**

Delivery licensees must have a fixed business address where the licensee conducts business operations. This location must be approved by the city or town where it is situated.

**What will the Commission require for a location?**

- a. Identification of the proposed address for the license;
- b. Documentation of a property interest in the proposed address by way of one of the following:
  1. Clear legal title to the proposed site;
  2. An option to purchase the proposed site;
  3. A legally enforceable agreement to give such title; or

4. Documentation from the owner evidencing permission to use the Premises.

The Commission has several requirements in the license application for a location of a Delivery licensee:

- Disclosure of the business' address;
- Documents showing property interest in the proposed address (for example, lease, title to the property, a binding letter of intent to use the property);
- Host Community Agreement;
- Community Outreach Documentation; and
- Plan to Remain Compliant with Local Ordinances.

The location should be in a city or town that allows marijuana retail or delivery operations and is appropriately zoned. The location should have a building that allows for the “back office” operations of a Delivery license from which delivery orders are received, vehicles are dispatched daily, and where employees will monitor delivery vehicles in transport through GPS and reporting requirements.

**Can an entity with a Marijuana Retailer location apply for a Delivery license? If so, does it need to have an additional location for the delivery business?**

Yes, a Marijuana Retailer can apply for a Delivery license subject to the license caps and the exclusivity period.

A licensee who has both a Marijuana Retailer and Delivery license is allowed to operate from the same facility, so long as the licensee is able to comply with the regulations for both license types.

**Are there any rules for where the vehicles need to be parked when they do**



**not have marijuana in the vehicles?**

Yes, the delivery vehicles may be parked overnight at the address identified as the licensee's place of business or another location, provided that keeping the vehicle at the identified location complies with all general and special bylaws of that city or town.

**Does a Delivery licensee have to use its own drivers, or can it use the Marijuana Retailer's drivers? Is there an option to use a combination of both methods?**

The drivers performing deliveries on behalf of a Delivery licensee must be active registered agents and employees of the Delivery licensee.

**Why is general liability and product liability insurance coverage needed?**

The Commission, in its regulations, require all vehicles used for delivery by a Delivery licensee or Marijuana Establishment with a Delivery Endorsement to carry liability insurance in an amount not less than \$1,000,000 combined single limit.

**May a Marijuana Courier with an existing delivery agreement with a Marijuana Retailer (who also has a Cultivation or Product Manufacturing license) pick up finished product from the licensed cultivation or manufacturing facility if it is earmarked for that same licensee's own retail facility?**

No, all marijuana and marijuana product orders for delivery must be picked up at a Marijuana Retailer facility.

**Can a Social Equity Program Participant's Microbusiness invest in other Social Equity Program Participants' or Certified Economic Empowerment Priority Applicants' businesses?**

Persons and entities associated with the Microbusiness are prohibited from being a Person or Entity Having Direct or Indirect Control for any other

Marijuana Establishment except a Social Consumption Establishment.

However, this does not prohibit certain investments, such as contributions of capital resources.

**What criteria will be used to determine whether the exclusivity period will be extended beyond 36 months?**

At least eight (8) months before the end of the exclusivity period, the Commission will begin evaluating data to determine whether the goals of the exclusivity period have been met. The criteria for evaluation will include:

- Overall rates of participation in the regulated marijuana industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement of the law;
- Overall rates of participation in the regulated Marijuana industry by people of color;
- Licenses granted to businesses with majority ownership comprised of Certified Economic Empowerment Priority Applicants and Social Equity Program Participants;
- Number of registered agents who are Social Equity Program Participants;
- Number of Delivery licensees in operation and business performance relative to other Marijuana Establishments;
- Financial feasibility of continued participation in the regulated marijuana industry by communities that have previously been disproportionately harmed by marijuana prohibition and enforcement of the law if exclusivity period ends; and
- Any other information the Commission determines relevant.

**Can seeds and clones be delivered?**

Yes.

**Can a Microbusiness with a Delivery Endorsement also hold a Delivery**

**license?**

No.

**What is a transportation plan?**

All applicants must demonstrate knowledge and compliance with standard operating procedures including a transportation plan. Some of these requirements include the need to have a properly registered vehicle, remaining within the Commonwealth when delivering and having randomized routes, GPS tracking, transportation logs, and requirements around manifests.

**Do the operating procedures need to be separated into sections, or can they be merged? For example, can the “plan to prevent diversion” be part of the “delivery plan” section?**

Each required plan must be uploaded as its own separate PDF and properly labeled; they cannot be merged.

**Can a Marijuana Courier store or warehouse marijuana or marijuana products?**

No, the Marijuana Courier must return all undeliverable or refused marijuana and marijuana products to the originating Marijuana Retailer once all deliveries included on a manifest have been made. Marijuana and marijuana products cannot be held or warehoused by a Marijuana Courier overnight.

**When a Marijuana Courier has completed all deliveries for the day, and does not need to return marijuana and marijuana product to another Marijuana Establishment, can the delivery agent return the vehicle to the principal place of business or an off-site location?**

Yes, the Marijuana Courier may allow its agents to return the delivery vehicle to the principal place of business or an off-site location if this location complies with local and special bylaws or ordinances. The delivery log required to be maintained should track the vehicle’s mileage 1) when the vehicle leaves the

Marijuana Retailer, 2) each time it arrives at a consumer's residence, and 3) when it returns to the Marijuana Retailer, principal place of business, or an off-site location as permitted. A notation should be made indicating the return trip was to this final location.

**During which hours is a Delivery licensee prohibited from performing deliveries?**

Deliveries shall not occur between the hours of 9:00 p.m. and 8:00 a.m. unless explicitly allowed by a city or town's bylaw or ordinance.

**How does the local tax option apply to a transaction where both marijuana and non-marijuana products, such as marijuana accessories and branded goods, are sold?**

When marijuana and marijuana products are sold at retail, there is a calculation of the state sales tax, state excise tax, and if applicable, a local option tax imposed by cities or towns. For a Marijuana Retailer, Delivery Operator or Microbusiness with a Delivery Endorsement, the rate of the local tax option is set by the host community and calculated for retail sales of marijuana and marijuana products.

Retail sales of non-marijuana products, such as accessories and branded goods are generally only subject to the state sales tax if they are separately identified on the receipt given to the purchaser at the time of the sale.

**Is the Marijuana Courier required to pay the taxes on marijuana and marijuana products delivered to consumers?**

No. For marijuana and marijuana products, the Marijuana Retailer, not the Marijuana Courier, is required to pay the state excise tax, the state sales tax, and any applicable local option tax on the products delivered to consumers.

**How should Marijuana Retailers, including Delivery Operator Licensees and Microbusinesses with a Delivery Endorsement, separately state transactions where marijuana is sold along with non-marijuana products,**

### **such as marijuana accessories branded goods?**

Marijuana Retailers, including Delivery Operator Licensees and Microbusinesses with a Delivery Endorsement, must separately identify the amount of the total sales price for sales of marijuana and marijuana products and for sales of other goods, e.g., accessories or branded goods, or services, on the purchaser's receipt. If there is a sale of accessories and branded goods and these sales are identified separately, only the state sales tax needs to be calculated, not the state excise tax or local option tax. You should be aware that some branded goods, i.e., articles of clothing, may be exempt from the sales tax. If the sale of different goods are identified not separately on the purchaser's receipt, all of these taxes will be calculated for the total sales price. For more information, see **DOR's Sales and Use Tax Guide**.

DOR, not the Commission, regulates taxation, so licensees are encouraged to review **DOR's guidance**, or consult with DOR or their own counsel on how taxes are collected on particular goods and for a particular sale.



## **Applicant Forum**

The Commission held an Applicant Forum on January 23, 2020 to hear directly from applicants for licensure and all other constituents about their experience with Massachusetts' licensing process. This Frequently Asked Questions (FAQ) document is a summary of the most frequently raised issues discussed during that session.

Comprehensive answers to many questions about Massachusetts' Marijuana Establishment licensing process can be found in the **Guidance on Licensure**.

Social Equity Program-specific questions and answers are also covered here.

Please note: The Commission is prohibited from providing applicants with legal



**BUSINESS PLAN**  
**Social-J LLC**  
**Marijuana Delivery**  
**Operator**

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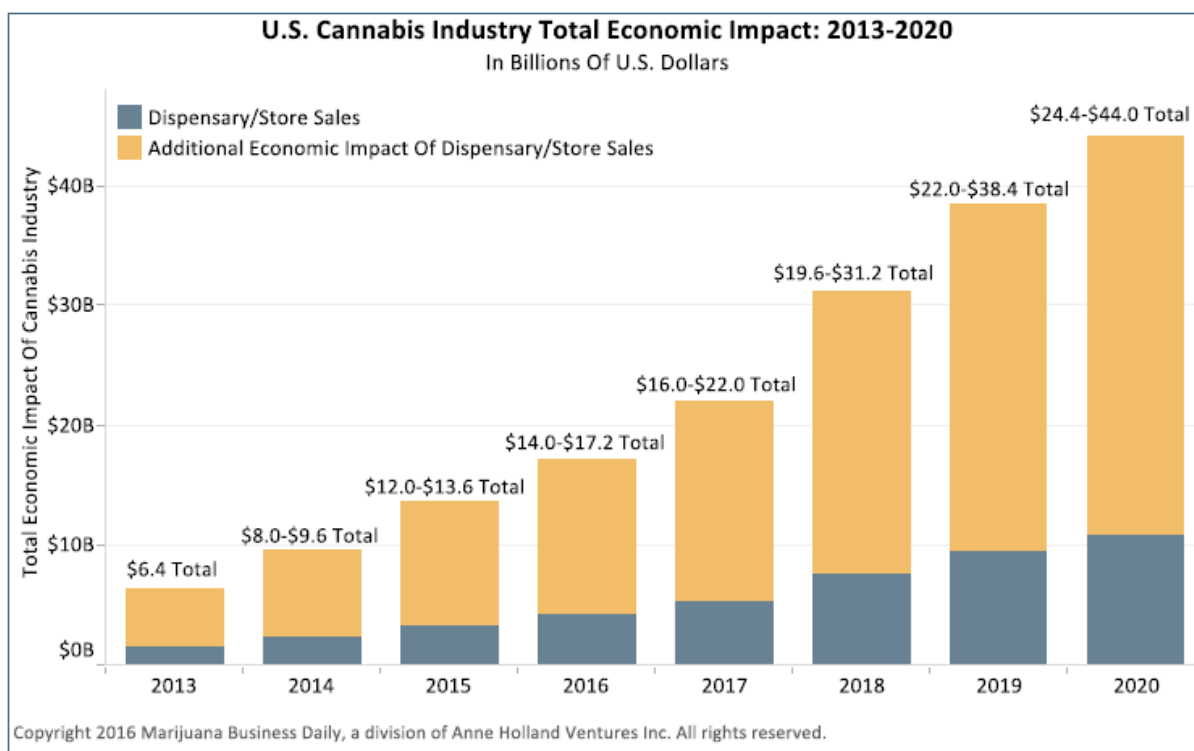
# 1. Executive Summary

## SNAPSHOT: “Social-J LLC”

### Business Overview

- Massachusetts registered home delivery service “Marijuana Delivery Operator.”
- Providing home delivery services to Massachusetts consumers 21+.
- Gross revenues are projected to be **\$3.8M** in year one, climbing to **\$4.8M** in years two and three.
- Social-J LLC, is privately funded and will require approximately **\$266,400** for start up
- Investment will be used to fund capital costs, startup expenses, and 1 year of working capital requirements.

**Overview: Our Company** (*Social-J LLC*) is a Massachusetts-registered Limited Liability Corporation, established to achieve the legal home delivery cannabis products. Social-J LLC operations will be located in the Town of Leicester, MA. All vehicles will be equipped, stored, and operated in full compliance with all state and local regulations.



*Social-J LLC* will offer a range of market mature products. We intend to build market share by appealing to a broad spectrum of customer groups and demographics. We will achieve this goal by supplying select cannabis products of both our own white label and from among the best that Massachusetts cultivators and manufacturers have to offer - focusing on small, craft-brand companies where possible.



*Social-J LLC* will engage in a variety of public relations and marketing strategies. These will include engagement and support of local community activities as well as consultative participation in marijuana educational seminars. These services are intended to build market as marijuana companies will face stiff competition. The differing types, methods and costs of cultivation will likely create a range of product qualities and price points to contend with. Larger cultivator and manufacturers are expected to conquer market share by offering quality and pricing that satisfies mass-market needs while leaving quality, passion, artisanal care, and hand-crafted prices to the small to medium-sized market where *Social-J LLC* intends to play, initially.

**Competition:** The Massachusetts adult-use marijuana industry is still in the emerging stages of market growth. *Social-J LLC* will undoubtedly see competition from other MDOs and Courier's. It is evident that medical marijuana growers, confronted by the project slump of the medical niche in favor of the recreational market, will rapidly make their product available to MDOs or open recreational retail stores of their own.

These services are intended to build market awareness of *Social-J LLC* brand, highlight the quality of our products, and encourage community objectives that reflect with which *Social-J LLC's* wishes to be associated.

**Price/Profitability Projections:** It's important to note a few keys to this plan and how projections have been calculated. Customer flow and sales volume has been estimated following a study of the sales patterns and trends in the states of Colorado, California, Washington, and Oregon. Since these states have a longer cannabis sales history than Massachusetts, their pricing trends over the past 2-3 years are useful and relevant to our projections. We have also considered current illicit-market pricing in Massachusetts along with the Cannabis Benchmarks. The above study suggests the following: Weekdays an average of 24 customers per hour (cph). Weekends an average of 35 cph. The average purchase per customer is estimated to be \$71.00.

**Risk/Opportunity:** The most significant risk associated with our business model is timing. The early movers offering consistent quality and availability will have a distinct advantage and strong position within the local market. Rapid product launch will lead to the realization of a product offering that not only caters to immediate market needs, but that preemptively embraces the projected demands of the market. Implementing our strategy in a timely manner will involve community activities as well as consultative participation in cannabis educational seminars.

**Capital Requirements:** The capital requirements for *Social-J LLC* to execute this business plan are approximately **\$235,400** including working capital and a further **\$57,300** (including inventory) of permitting costs for the first year of operations.

*Social-J LLC* will allocate the invested capital to the following:

Construction, Fit-out, and operations	91,400
Permits, Consulting, Licensing, and, Applications	57,300
Production and Retail Equipment	94,000
Working Capital	50,000
<b>TOTAL</b>	<b>292,700</b>

### Financial Snapshot:

Key Financials	Year 1	Year 2	Year 3	Year 4	Year 5
Retail Sales	3,802,408	4,888,810	5,238,928	5,396,096	5,557,979
<b>TOTAL REVENUE</b>	<b>3,802,408</b>	<b>4,888,810</b>	<b>5,238,928</b>	<b>5,396,096</b>	<b>5,557,979</b>
Total COGS	2,281,445	2,444,405	2,619,464	2,698,048	2,778,989
Non-deductible expenses	542,304	568,574	585,331	602,591	620,368
Income Tax @30%	456,289	733,322	785,839	809,414	833,697
<b>Estimated net income</b>	<b>408,297</b>	<b>995,846</b>	<b>1,091,126</b>	<b>1,124,160</b>	<b>1,158,185</b>

### Keys to Success:

- Licensing
- Build-out
- Community outreach, training, and engagement
- Effective management of funding and working capital

## 2. Project Overview

### 2.1 Introduction

Social-J LLC, located in the Town of Leicester, MA conveniently located in the Marijuana Overlay District. *Social-J LLC* will transport a range of cannabis flower, tinctures, vape pens, edibles, confectionary, and topicals. All products will be tested and packaged in accordance with Massachusetts laws and Cannabis Control Commission regulations.

### 2.2 Company Ownership and Team

SOCIAL-J LLC, is wholly owned by Jeffrey Shaheen.

Our team will be comprised of industry and community leaders. We will use multiple highly experienced vendors in the cannabis industry.

### 2.3 Legal Counsel

Law Office of Philip C. Nessralla, Jr. Philip C. Nessralla, Jr. Esq.  
1063 North Main Street  
Brockton, MA 02301  
Tel: (508) 583-1030

The Mensing Group, Attorney Blake M. Mensing  
100 State Street  
9th Floor  
Boston, MA 02109



### 3. Products

#### 3.1 Product Description

As cannabis emerges from the shadow of domestic prohibition it reveals itself to be a widely popular drug, second only to alcohol and nicotine. *Social-J LLC* will transport a range of edible, topical, and cannabis extract products from strains across the spectrum of Indica, Sativa, and hybrid flower cultivars to serve market demand. Many of the strains we have selected for sale and use in our products are prized genetics and have become sought after at legal and medical marijuana dispensaries nationwide. *Social-J LLC* will carefully select only the superior current and future stars of the cannabis constellation.

*Social-J LLC* will offer the following product classes for through our delivery vehicles:

**THC-Infused Edibles** – Cannabis edibles are preferred by some consumers because ingesting cannabinoids through the GI tract provides a different and often more therapeutic effect than inhaling. *Social-J LLC* will offer a range of attractive, appetizing, and appealing, adult-use focused edible products.

**Flower** - The curing process is a critical determinant of the final quality of cannabis. While all cultivators and manufacturers understand the importance of the process, most accept sacrificing high quality for speed and convenience of production. At the same time, while some manufacturers do take the time to produce a beautifully cured product, their offerings are often defeated by woefully inadequate dispensing methods that see the product deteriorating rapidly pre-sale. We address this problem by selecting flower buds that are correctly cured, and creating standard, pre-packaged, and weighed portions that help preserve freshness, quality, and flavor up to and beyond at the time of sale.



**Topicals** – These are external applications of cannabis that can be used to treat body pain or skin conditions. Topicals are infused with THC, CBD, and other cannabinoid extracts. Topicals include lotions, creams, balms, and oils. As they are non-psychoactive, topicals are often chosen by individuals who need the therapeutic benefits of cannabis without the cerebral euphoria associated with other delivery methods.

**Other Products** – While our core products will be those listed above, *Social-J LLC* fully intends to offer a number of cutting-edge products and will, by carefully studying available opportunities, offer an election of exceptional products offered by the top manufacturers.

## 4. The Market

### 4.1 Market Overview

Currently, 39 states in America and the District of Columbia have legalized cannabis use in some form (medical or recreational). The majority of these states have allowed sales for medical use and eleven states, including Massachusetts, have legalized recreational or adult-use. Since 70% of the population resides in states that have legalized the use of cannabis for medical use, recreational use, or both, this indicates immense possibilities for the future growth of the industry.

### 4.2 Target Market

On November 8, 2016, Massachusetts voters approved the adult recreational use of marijuana. In 2017, an eight-person Cannabis Control Commission (CCC) was appointed by the Massachusetts state government to write the draft regulations for the law. The final regulations were released in April 2018, and outline the requirements for cultivation, production, security, transport, and retail sale of cannabis to consumers over 21 years of age. The CCC is now accepting applications for Licensed Marijuana establishments.

With 39 cities, 312 towns, and 14 counties, the local municipalities of Massachusetts have been granted the authority to govern their own recreational cannabis industry which will inevitably result in varying local by-laws on the production, manufacturing, and sale of the plant across the state.

The advent of medical marijuana legalization in 2012 has helped produce market conditions that have created a more educated and sophisticated product consumer. It is natural, therefore, that the emerging adult-use market will lead consumers to have high expectations for the quality of the products they consume.

*Social-J LLC's* high-end licensed delivery company will supply quality products while building a brand that represents a culture of sophistication, quality, respect for the plant, respect for the customer's interaction with cannabis, and the safe adult-use of cannabis and cannabis products.

## 5. Competition

### 5.1 Competitive Landscape

Companies in the cannabis industry typically compete on product type, quality, volume, and reliability. As a result of the maturity of a once illicit market, price competition, while an important factor, has widely recognized norms and expectations. These conditions may superficially appear to make competing on the price a somewhat lower expectation. Nonetheless, the volume of potential cultivators, manufacturers and retailers makes price competition a genuine possibility. We intend to counter this eventual trend with a robust pricing strategy that ensures the Cost of Goods Sold is carefully balanced against a potentially variable sales price providing revenue stability and continued profitability.

### 5.2 Direct Competition

The direct competition for *Social-J LLC* will come, unsurprisingly, from retailers that sell similar products with the same high quality and volume. The exact nature of such competition is difficult to quantify as the state of Massachusetts is in the early stages of issuing adult-use cannabis licenses, and it is estimated that many applicants will fall by the wayside due to lack of resources before completing the licensing process. With that said, *Social-J LLC* feels that as the industry is inchoate, working collaboratively with retail competitors in the area may benefit the local community, the industry, and the needs and objectives of *Social-J LLC*.

### 5.3 Competitive Advantages

- Self-financed business with strong working capital
- Extensive retail experience
- Strategic location
- Competitive pricing
- Proximity to complementary businesses
- Effective and collaborative management
- Timing of entry into the marketplace

## 6. Strategy and Execution

### 6.1 Summary

*Social-J LLC* will be recognized as a Marijuana Courier that offers a range of distinctive products representing excellence, quality, sophistication, and mindful production practices, that thoughtfully represent customer needs, shared ideals, and community values. *Social-J LLC* will carve out a significant niche among competitors using sales, marketing and presentation methods that reflect a deeper understanding of the context for adult-use cannabis.

### 6.2 Marketing Strategy

**Value Proposition** - *Social-J LLC* will deliver exceptional flower and THC-infused products offering customers the convenience and pleasure of a premium cannabis experience.

Our high-quality cannabis products will be created by cultivators and manufacturers using careful cultivation, processing and extraction methods that demonstrate respect for the needs and nature of the

cannabis plant. *Social-J LLC* product users will, through the purchase of our products, signal their appreciation for a locally-sourced, sophisticated, flavorful product, available from a supplier that reflects the needs and values of their community.

The customer will recognize *Social-J LLC*, as a brand that offers an entirely natural product free from contaminants; where quality, consistency, and an appreciation of the recreational and healthful benefits of cannabis are held in high esteem.

*Social-J LLC* customers, together with *Social-J LLC*, will take an active role in supporting events and activities that matter to the community on a local or national level; and together, will take part in those endeavors through the various means from support to sponsorship.

**Product Differentiation** - The biggest players in the market use cultivation and extraction techniques that often require the use of chemicals such as butane or methods that tend to strip the integrity and flavor of the cannabis plant, leaving a discernible aftertaste. While this approach aids product consistency, reduces costs, and simplifies processing, it inevitably compromises the end-product.

*Social-J LLC's* core flower products will consist of the standard eighth, quarter, and half ounce sizes, carefully pre-packaged to preserve quality and freshness. This will eliminate both the tendency of bud tenders to break large buds or colas into smaller buds which dry out and blend in with inferior product before resale and will also eliminate extraneous odors.

*Social-J LLC's* ensures that we source products that maintain and amplify the cannabis plant's natural characteristics, preserving the flavor, complexity, and healthful benefits for which it is valued and appreciated. We achieve this by buying products created using methods that compete favorably with industrial cultivation techniques while producing a superior product using processes that offer excellent energy efficiency and minimal environmental impact when compared to other approaches.

**Direct marketing through our retail drivers** – As the main thrust of our marketing efforts is to build a brand and product loyalty relationship with both resellers and end-users, our marketing and sales efforts must work hand in hand. We will engage our client-base personally with a range of marketing collateral that includes, but is not limited to, product information leaflets, safe product use information, advertising posters, product displays, and community campaign literature to support our wholesale and retail sales efforts. We will establish marketing partnerships through workshops, presentations, and mutually beneficial training seminars that further strengthen our brand.

**State, regional, and locally focused advertising and advertorials** – The Massachusetts regulations regarding cannabis advertisements through print advertising, online advertising, sponsorship and more, present many challenges. These challenges are further exacerbated by the unwillingness of players like Facebook and Google to allow paid, cannabis-related advertisements across their medium. Federal laws that currently prohibit the sale of cannabis products across state lines devalue any need for brand-building beyond adjoining state borders in the short term.

As long as the principal market for our immediate future lies within the state of Massachusetts and surrounding states, this is where the main thrust of our advertising opportunities lie. While there are numerous national cannabis advertising lacking for the more discerning or sophisticated demographic,

**Price point** - While price is rarely the most important factor affecting buying behavior, it should strive to achieve parity with the customer's perceived value of the product. All pricing will ultimately be determined by economic and marketplace conditions, not least those driven by competitors and their

pricing models. Nonetheless, cannabis products enjoy – in no small degree – the benefits of commodity values. Most vendors have a good idea of the fair market price for cannabis products, as do the majority of current consumers. Our target market users will seek out, or be attracted to, a product that offers quality and value.

**Promotion** - The *Social-J LLC* Brand and products will be promoted through the following means:

**Branding through product appearance and packaging** – *Social-J LLC* products will be attractively presented in a manner that suggests and reinforces the high-quality cannabis experience for which they stand. Our pure flower and THC-infused product packaging will boast design attributes that make them unique, distinctive, and distinguishable from afar.

**Customer engagement through community support activities** – *Social-J LLC* embraces community outreach, engagement, and support as a central tenet of our brand ethos. We aim to support activities, events, and organizations that benefit the local community and the causes our client-base support. Through packaging, marketing collateral and advertisements, current and prospective customers will be invited to visit our website and share in our support of local charities and organizations. These efforts will demonstrate *Social-J LLC* customers' values to the local community while reinforcing the *Social-J LLC* brand.

**Direct advertising** – The most straightforward and unfettered means of advertising to current and prospective customers is through direct advertising in the form of e-mail, electronic newsletters, social media and the like. Using branded marketing collateral (available from our retail sellers) in product packages, on websites, and social media, current and prospective customers will be invited to participate in our program of community campaigns and events.

*2022 Social-J LLC* will navigate the state advertising regulations by a policy of indirect advertising; leveraging our educational and community outreach programs to build brand and product awareness, through advertorials and carefully "sanitized" brand messaging and advertisements aimed exclusively at the target Massachusetts demographic, and direct advertising through our customer database as this grows via promotional activities.

**Customer Service Excellence** - *Social-J LLC* must engage their customers with superlative customer service. It is essential that each member of staff knows our products well, can speak to our brand ethos, and understands customer needs and expectations. The entire *Social-J LLC* team must strive to act as individual brand ambassadors at all times.

**Sales and Marketing Relationship:** As a retail vendor of cannabis products *Social-J LLC* is compelled to approach the sales and marketing challenge with firm intent. We must strive to successfully engage our target market groups in a manner that facilitates sales by creating the desire to purchase among the end-user audience. Retail customers will learn about our product range and will be enticed to select our store and/or our products above others through the activities mentioned above. Our marketing strategy will ensure that wholesale customers view *Social-J LLC* as a thoughtful, reliable and knowledgeable product supplier offering branded products with which its customers can readily identify. At the same time, end-users will view *Social-J LLC* as a responsible, mindful supplier of high-quality cannabis products that meets their consumption needs in a manner that also satisfies their ethical, environmental, health, and recreational aspirations.

**Marketing Objectives:** To persuade consumers that our brand and products represent qualities and features that they desire.

**Market Channels** - Retail sales of cannabis are strictly limited to licensed retail outlets, medical cannabis dispensaries and, in the future, cannabis cafes and smoke clubs as well as delivery. The location, presence, and licensing status of these establishments are publicly available through a single online source. Regulations effectively preclude opportunities for online purchases as the transportation of cannabis products is strictly regulated. Similarly, home delivery licenses are not yet permitted. *Social-J LLC* will sell its products solely through our licensed retail delivery cannabis establishment.

**Educational activities** – Massachusetts state regulations encourage all licensed cannabis establishments to provide relevant educational opportunities for their local communities. *Social-J LLC* has created a comprehensive series of courses and lectures and will leverage the legitimate advertising and promotion of these courses to strengthen and enhance our brand and its underlying ethos.

Participation in these classes will require online enrollment, providing additional opportunities to gather direct advertising data. The courses include:

- Cannabis 101 – An introduction to the complex world of cannabis.
- Effective Medicinal Cannabis Use to Manage Ailments
- Cannabis Use for Seniors
- The cannabis Industry – An introduction to entrepreneurship in the industry.

**Community informational activities** – The *Social-J LLC* team will engage in support of lectures, seminars, and promotional exercises at our retail outlet and community events. These activities may include educational activities, allowing *Social-J LLC* to partner in activities that help us

- Persuade consumers that our brand and product fit well with their consumption patterns, lifestyle and self-image.
- Engage consumers in our community supportive marketing efforts.
- Satisfy and exceed customer service expectations.

**Retail Target Market** - The traditional thrust of the Massachusetts cannabis market will aim to serve men in the 21-40 years age group primarily. While this is a market we fully intend to exploit, anecdotal evidence suggests that the real growth market lies elsewhere. *Social-J LLC* aims to direct its products, marketing, and branding at three additional groups that we see as the emerging market.

- **Consumers over 40 years old** – Those over 40 years old are statistically the highest earners in the household. They are more likely to have mature, sophisticated tastes, more aches and pains, a greater appreciation for high-quality products, and a willingness to pay for this higher quality.
- **Adult female consumers** – With a tendency for the industry to aim marketing at men in the 21-40 years age group, women struggle to find products with which they can readily identify. Our products will be presented and packaged in a manner that women will find attractive, and that will demonstrate that cannabis is a product for them rather than a male-dominated culture to which they must adapt.
- **Independent medical consumers** – While medical marijuana dispensaries will undoubtedly continue to thrive in one form or another, many current medical marijuana patients are merely regular consumers leveraging medical marijuana as a means to legitimize their purchase of adult-use cannabis. The advent of retail outlets will effectively eliminate the need for such patients to visit dispensaries to fulfill their marijuana needs. Genuine medical consumers with a good understanding of which form of marijuana offers them the benefits that they seek them and new medical consumers who prefer to explore the benefits of cannabis through anecdotal



advice or recommendations, will possibly do so through retail outlets rather than medical dispensaries.

## 6.3 Sales Strategy

### Target Sales Market



As a wholesale and retail delivery sales operation, our primary target sales market must be the current and potential adult consumers. It is challenging to make an exact prediction of the number of future retail outlets that will be created statewide. We can make sensible estimates, however. There are currently 34 medical cannabis outlets in the state, most of which will likely make a rapid transition to selling recreational cannabis or supplying cannabis to retail outlets.

Based on the fact that there are some 200 marijuana dispensaries awaiting licensure through the Commission, and that some of these will likely opt to apply for recreational retail licenses, it is estimated that by the end of 2021, 85 adult-use cannabis retail outlets will have received provisional licenses, with a further 114 retail store applications pending. Naturally, these will be spread throughout the cities and towns of the state that have not chosen to prohibit cannabis or have not imposed a moratorium.

## 6.4 Implementation Strategy

### Capex/Opex capital

The license application process requires that applicants demonstrate and document that the capital funds required to execute their business plan successfully are available (in escrow, initially), and have been obtained from legitimate sources. The *Social-J LLC* business plan demonstrates a need for **\$235,400** in capital expenditure for space preparation, fit-out, systems, and equipment, and a further **\$57,300** to meet initial licensing needs, and the establishment of a strategic reserve totaling **\$250,000** during the first twelve months of operation. These initial funds are readily available and privately funded.

### License Application

The process for license application is divided into two principal "packets." These packets may be submitted simultaneously or sequentially. Each packet must be approved before the next will be considered. However, all packages must be submitted before any review commences. All two packages and the application fees must be fully approved before a provisional license will be granted. Once a provisional license has been granted the state will verify the approval of the relevant municipality. Subsequently, the state relevant will perform specific inspections before allowing construction to commence which, when completed satisfactorily, will lead to a full license. No production activity or retail sales may begin before a full license has been granted.

### Construction, Fit-out, and Systems Acquisition

The *Social-J LLC* facility will be constructed, installed and commissioned under the supervision of a General Contractor.

### **Operations organization, Policies, and Inspection**

The state of Massachusetts imposes substantial demands regarding systems and administration for cannabis establishment operators. State law provides powers to impose fines for violations of these regulations. Accordingly, it is essential that we ensure our systems, policies, and administrative routines are robust, compliant and efficient before any state inspection and the subsequent commencement of operations.

## **7. Management and Staff**

The proper management of all aspects of the proposed project is crucial to the success of *Social-J LLC*. We will bring together a diverse team that offers the direct experience and knowledge to achieve both our business and community goals. The principal owners and operators will be:

### **Jeffrey Shaheen:**

Founder and Owner. As the past Union Representative for Local 26 at Fenway Park for the past 18 years I had the privilege of representing some of the most disproportionately affected people in MA. regardless of their race, ethnicity, background, sex or religion. It was my responsibility to ensure all employees could work with dignity and respect while earning a fair wage through contractual negotiations with Aramark and the Red Sox. Community outreach, helping others, mentoring and giving back are passions I am constantly in pursuit of.

### **Ezra Parzybok:**

Licensing, Compliance and marijuana operating procedures. Ezra will serve a Social-J LLC's consultant in compliance, licensing, etc. He has provided consultation to retail, cultivation, independent lab, manufacturing, and delivery teams since 2017 and has developed relationships with ancillary professionals as well as CCC staff to keep projects efficient, well-managed, and compliant.

### **7.1 Personnel plan**

Making allowances for sickness, personal days, vacations, and the like, we anticipate 7 full-time employees with salaries ranging from \$30,000 to \$60,000 per annum, and hourly staff wages starting \$15 per hour. We feel that a living wage will help build and solidify a team that is inspired to contribute to the success of *Social-J LLC* and the Town of Leicester.



## **8. Financials**

### **8.1 Financial Assumptions**

The appended pro forma financial statements are based upon the following financial assumptions:

- Conservative sales estimates – Sales are estimated using average spend x average customer flow for a similarly-sized MMJ dispensary (an average of several states).
- General costs and salaries are estimated to increase 3%, year-on-year.
- COGS are estimated by primary product types.

**Financial Snapshot:**

Key Financials	Year 1	Year 2	Year 3	Year 4	Year 5
Retail Sales	3,802,408	4,888,810	5,238,928	5,396,096	5,557,979
<b>TOTAL REVENUE</b>	<b>3,802,408</b>	<b>4,888,810</b>	<b>5,238,928</b>	<b>5,396,096</b>	<b>5,557,979</b>
Total COGS	2,281,445	2,444,405	2,619,464	2,698,048	2,778,989
Non-deductible expenses	542,304	568,574	585,331	602,591	620,368
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<b>Estimated net income</b>	<b>408,297</b>	<b>995,846</b>	<b>1,091,126</b>	<b>1,124,160</b>	<b>1,158,185</b>

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

---

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

---

**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, Massachusetts

# Annual Town Meeting Warrant

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

“In the Hands of the Voters”

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

Version 5 – Posted Warrant

## **Town Rules & Procedures Review**

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

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

Town Meetings in Leicester are open only to registered voters of the Town of Leicester.

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

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

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

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

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

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

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

Respectfully, Donald A. Cherry, Jr. – Town Moderator

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WORCESTER, SS.

To a Constable in the Town of Leicester,

**GREETINGS:**

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

**ARTICLE 1 PRIOR YEAR'S BILLS**

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

**PROPOSED MOTION**

***I move that the Town vote to authorize the payment and transfer of \$983.10 from Free Cash for the payment of the following prior year bills:***

<b><u>Vendor</u></b>	<b><u>Date of Invoice</u></b>	<b><u>Amount</u></b>
Design Tempture Control Inc	09/14/20	\$606.04
Design Tempture Control Inc	12/13/20	\$377.06
<b>Total</b>		<b>\$983.10</b>

**ADVISORY COMMITTEE RECOMMENDATION**

Favorable action (4-0-0)

**SELECTBOARD RECOMMENDATION**

Favorable Action (5-0-0)

**DESCRIPTION**

This article is required for the payment of bills prior to July 1, 2021, that were not submitted by the close of the fiscal year. There are two bills for this town meeting, which was for HVAC work done at the Police Station and Hillcrest Country Club. The bills were misplaced.

**VOTE REQUIRED FOR PASSAGE** Requires a 4/5<sup>th</sup>s vote pursuant to M.G.L. c. 44, §64

**ARTICLE 2 DEPARTMENT AND/OR WARRANT ARTICLE TRANSFERS - FY2022**

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

**PROPOSED MOTION #2A – BUDGET TRANSFERS**

***I move that the Town vote to transfer the following sums, totaling \$329,000 from and to the accounts listed in the table below:***

<b><u>From</u></b>	<b><u>Amount</u></b>	<b><u>Reason</u></b>
Streetlights	\$30,000.00	Budget surplus due to installation of LED streetlights
Veterans Benefits	\$40,000.00	Budget surplus due to decrease in the total number of veterans receiving benefits

Employee Benefits	\$200,000.00	Budget surplus due to conservative projections
Unemployment	\$59,700.00	Budget surplus due to drop in unemployment claims
<b>Total</b>	<b>\$329,700.00</b>	

To	Amount	Reason
Legal	\$20,000.00	Continued greater than expected need for Town Counsel legal services
Reserve Fund	\$40,000.00	Replenishment of account from previous transfers
Accounting Wages	\$3,500.00	Projected wage shortfall
IT Expenses	\$2,000.00	Unexpected costs for data recovery
Town Clerk Wages	\$5,000.00	Projected wage shortfall
Building Wages	\$1,700.00	Additional funds for temporary inspectors needed to backfill staff
Highway Expenses	\$7,500.00	Projected costs for service on two inspections vehicles
Highway Expenses	\$5,000.00	Replenishment for costs associated with the setup of Bark Park
Highway Fuel	\$30,000.00	Budget shortfall due to unexpected increases in the price of gasoline
Snow and Ice	\$215,000.00	Seasonal overage of snow and ice expenses
<b>Total</b>	<b>\$329,700.00</b>	

**ADVISORY COMMITTEE RECOMMENDATION**

Favorable action (4-0-0)

**SELECTBOARD RECOMMENDATION**

Favorable action (5-0-0)

**DESCRIPTION**

This first request would amend the Fiscal Year 2022 operating budget by transferring funds from current fiscal year accounts that have forecast surpluses to accounts with projected shortfalls.

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

**PROPOSED MOTION #2B BUDGET TRANSFERS – AMBULANCE RECEIPTS RESERVED FOR APPROPRIATION**

***I move that the Town vote to transfer the following sums, totaling \$41,500 from the Ambulance Receipts Reserved account to the budget lines listed in the table below:***

Account	Amount	Reason
Ambulance Wages	\$9,000.00	To put on extra shifts in June in anticipation of starting non-emergency transport services
Ambulance Maintenance	\$7,500.00	Budget underfunded
Ambulance Professional Services	\$10,000.00	Budget underfunded
Ambulance Supplies	\$15,000.00	Funds needed to purchase carbon monoxide meters, quick clot, and chest seals. These items

		are now required by the Commonwealth to be on every in-service ambulance in the State.
<b>Total</b>	<b>\$41,500.00</b>	

**ADVISORY COMMITTEE RECOMMENDATION**

Favorable action (4-0-0)

**SELECTBOARD RECOMMENDATION**

Favorable action (5-0-0)

**DESCRIPTION**

This request seeks to transfer funds from the Ambulance RRFA account to fund budget shortfalls in the Ambulance budget.

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

**PROPOSED MOTION #2C FUND TRANSFERS – WARRANT ARTICLES**

***I move that the Town vote to transfer the following sums, totaling \$201,773.59 from Free Cash to the following warrant articles listed in the table below:***

<b>Account</b>	<b>Amount</b>	<b>Reason</b>
Emergency Management Supplies ATM 6/20 Art 7	\$4,993.59	To replenish the emergency supplies account after COVID-19 related expenditures, bringing the fund back up to \$30,000
FY22 Vocation Tuition 5/21 Art 6	\$196,780.00	Additional funding required for vocational tuition due to increased student enrollment
<b>Total</b>	<b>\$201,773.59</b>	

**ADVISORY COMMITTEE RECOMMENDATION**

Favorable action (4-0-0)

**SELECTBOARD RECOMMENDATION**

Favorable action (5-0-0)

**DESCRIPTION**

This request seeks to transfer funds from Free Cash to fund projected shortfalls in Town warrant articles.

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

**PROPOSED MOTION #2D – ESTABLISH AND FUND A WARRANT ARTICLE FOR PERSONAL PROPERTY VALUATION SERVICES**

***I move that the Town vote to establish and fund an account via transfer of \$13,500 of Free Cash for the purpose of funding FY 2023 personal property valuation services.***

**ADVISORY COMMITTEE RECOMMENDATION**

Favorable action (4-0-0)

**SELECTBOARD RECOMMENDATION**

Favorable action (5-0-0)

**DESCRIPTION**

This request seeks to transfer funds from Free Cash to establish and fund professional personal property valuation services. This is an annual contract cost.

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

**PROPOSED MOTION #2E – TRANSFER FUNDS FROM SELECTED ACCOUNTS TO FUND THE COST OF THE OIL LEAK AT THE ELEMENTARY SCHOOL.**

***I move that the Town vote to transfer the following amounts, totaling \$1,191,963.27 from and to the accounts listed in the table below:***

<b><i>From</i></b>	<b><i>Amount</i></b>
<i>Insurance Proceeds</i>	<i>\$500,000.00</i>
<i>FY2022 Leicester Public School Budget</i>	<i>\$691,963.27</i>
<b><i>Total</i></b>	<b><i>\$1,191,963.27</i></b>
<b><i>To</i></b>	<b><i>Amount</i></b>
<i>Emergency Deficit – FY21 School Oil Leak</i>	<i>\$1,191,963.27</i>

**ADVISORY COMMITTEE RECOMMENDATION**

Favorable action (4-0-0)

**SELECTBOARD RECOMMENDATION**

Favorable action (5-0-0)

**DESCRIPTION**

This request seeks to transfer funds from the insurance settlement account and the FY 2022 School budget to pay the costs associated with the oil leak at the Elementary School.

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

**ARTICLE 3 ELECTED OFFICIALS SALARIES**

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

**PROPOSED MOTION**

***I move the Town vote to set the rate of compensation to pay elected officials for Fiscal Year 2023 as detailed in the May 3, 2022, Spring Annual Town Meeting Warrant.***

<b>FISCAL YEAR 2022 ELECTED OFFICIALS PAY RATES</b>	
<b><u>POSITION</u></b>	<b><u>PAY RATE</u></b>
TOWN CLERK	\$81,090
SELECT BOARD – CHAIR	\$882
SELECT BOARD – MEMBERS (4) each	\$724

SCHOOL COMMITTEE – CHAIR	\$447
SCHOOL COMMITTEE – MEMBERS (4) each	\$197
PLANNING BOARD – CHAIR	\$320
PLANNING BOARD – MEMBERS (4) each	\$276
MODERATOR	\$81
BOARD OF HEALTH – CHAIR	\$320
BOARD OF HEALTH – MEMBERS (2) each	\$276
ASSESSOR – MEMBERS (3) each	\$597
TOTAL ELECTED SALARIES	\$90,271

ADVISORY COMMITTEE RECOMMENDATION

Favorable action (4-0-0)

SELECTBOARD RECOMMENDATION

Favorable action (5-0-0)

DESCRIPTION

Compensation for elected officials is set by Town Meeting. The proposed FY 2023 elected officials pay rate is the same as approved by the voters for FY 2022 with the exception of the Town Clerk.

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

**ARTICLE 4 FY 2023 OPERATING BUDGET**

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2022, and ending on June 30, 2023, as listed in the May 3, 2022, Spring Annual Town Meeting Warrant or take any action thereon.

PROPOSED MOTION

***I move the Town vote to approve the budgets of the several Town departments and Town Accounts as printed in the Spring Annual Town Meeting Warrant for the Fiscal Year beginning July 1, 2022, in the aggregate amount of \$31,372,910 and to fund this amount from the following sources:***

<b><i>Transfer from other revenue:</i></b>	<b><i>\$35,000</i></b>
<b><i>Transfer from Free Cash:</i></b>	<b><i>\$316,667</i></b>

***And the balance of the funds in the remaining sum of \$31,021,243 shall be raised and appropriated by taxation.***

Town of Leicester  
Annual Town Meeting – May 3, 2022

DEPT #	DEPARTMENT NAME	FY2021 BUDGET	FY2022 BUDGET	FY2023 TOWN ADMIN	\$ CHANGE	% CHANGE
111	LEGAL					
	TOTAL	209,000	80,798	72,045	-8,753	-10.83%
114	MODERATOR					
	TOTAL	151	151	151	0	0.00%
122	SELECT BOARD					
	TOTAL	351,112	306,431	314,282	7,851	2.56%
130	RESERVE FUND					
	TOTAL	50,000	50,000	50,000	0	0.00%
131	ADVISORY BOARD					
	TOTAL	1,325	1,325	1,325	0	0.00%
135	ACCOUNTANT					
	TOTAL	143,619	146,149	157,479	11,330	7.75%
141	ASSESSORS					
	TOTAL	123,911	134,613	132,457	-2,156	-1.60%
145	TREASURER/COLL ECTOR					
	TOTAL	166,411	182,870	173,744	-9,126	-4.99%
147	TAX TITLE					
	TOTAL	0	0	0	0	0%
152	PERSONNEL BD					
	TOTAL	250	275	275	0	0.00%
155	IT DEPARTMENT					
	TOTAL	162,060	184,060	189,060	5,000	2.72%
161	TOWN CLERK					
	TOTAL	112,628	126,018	139,239	13,221	10.49%
162	ELECTIONS & REGISTRATIONS					
	TOTAL	40,500	36,500	41,700	5,200	14.25%
180	DEVELOPMENT & INSPECTIONAL SERVICES					
	TOTAL	265,332	267,083	268,589	1,506	0.56%
192	TOWN OWNED BLDG MAINT					
	TOTAL	68,281	48,281	48,281	0	0.00%
197	TOWN HALL BLDG MAINTENANCE					
	TOTAL	63,909	86,909	86,909	0	0.00%
198	TOWN HALL TELEPHONES					
	TOTAL	6,400	6,400	6,400	0	0.00%
199	OTHER - GENERAL GOV					
	TOTAL	66,451	58,564	33,100	-25,464	-43.48%

Town of Leicester  
Annual Town Meeting – May 3, 2022

DEPT #	DEPARTMENT NAME	FY2021 BUDGET	FY2022 BUDGET	FY2023 TOWN ADMIN	\$ CHANGE	% CHANGE
210	POLICE DEPT					
	TOTAL	2,033,475	2,271,573	2,362,250	90,677	3.99%
220	FIRE DEPT					
	TOTAL	329,398	390,434	365,963	-24,470	-6.27%
231	AMBULANCE					
	TOTAL	446,123	584,736	Enterprise	-584,736	-100.00%
232	EMERGENCY MANAGEMENT					
	TOTAL	4,813	4,889	4,967	78	1.60%
241	CODE DEPT					
	TOTAL	62,083	74,007	128,667	54,660	73.86%
292	ANIMAL CONTROL					
	TOTAL	33,934	34,444	34,954	510	1.48%
296	INSECT PEST CONTROL					
	TOTAL	7,850	7,850	7,850	0	0.00%
310	LEICESTER PULIC SCHOOLS					
	TOTAL	17,174,399	17,582,550	17,839,070	256,520	1.46%
420	HIGHWAY DEPT					
	TOTAL	957,002	1,019,546	1,041,814	22,268	2.18%
423	SNOW & ICE					
	TOTAL	121,000	121,000	121,000	0	0.00%
424	STREETLIGHTS					
	TOTAL	58,000	58,000	35,000	-23,000	-39.66%
541	COUNCIL ON AGING					
	TOTAL	101,546	107,239	109,342	2,103	1.96%
543	VETERANS SERVICES					
	TOTAL	126,613	126,748	108,336	-18,412	-14.53%
545	VETERANS GRAVES REG					
	TOTAL	2,400	2,400	2,400	0	0.00%
610	PUBLIC LIBRARY					
	TOTAL	225,435	231,071	239,386	8,315	3.60%
630	PARKS & RECREATION					
	TOTAL	6,450	6,450	6,450	0	0.00%
691	HISTORICAL COMM					
	TOTAL	950	950	950	0	0.00%
692	MEMORIAL DAY COMM					
	TOTAL	3,000	3,000	3,000	0	0.00%

DEPT #	DEPARTMENT NAME	FY2021 BUDGET	FY2022 BUDGET	FY2023 TOWN ADMIN	\$ CHANGE	% CHANGE
710	MATURING DEBT PRINCIPAL					
	TOTAL	1,155,327	1,026,117	1,218,733	192,616	18.77%
751	MATURING DEBT INTEREST					
	TOTAL	369,949	331,047	293,828	-37,219	-11.24%
752	TEMPORARY LOAN INTEREST					
	TOTAL	20,665	22,665	216,700	194,035	856.10%
753	BOND ISSUE					
	TOTAL	1,100	1,100	1,100	0	0.00%
911	WORC REG RETIREMENT					
	TOTAL	1,456,243	1,556,343	1,717,353	161,010	10.35%
912	WORKER COMPENSATION					
	TOTAL	166,248	191,185	219,863	28,678	15.00%
913	UNEMPLOYMENT COMP					
	TOTAL	141,650	141,650	142,000	350	0.25%
914	EMPLOYEE BENEFITS					
	TOTAL	3,045,765	2,959,175	3,117,782	158,607	5.36%
945	BONDING & INSURANCE					
	TOTAL	216,750	249,263	299,116	49,853	20.00%
911	BECKER OPERATING EXPENSES					
	TOTAL	0	0	20,000	20,000	
<b>Grand Total – All Budgets</b>		<b>30,099,509</b>	<b>30,821,859</b>	<b>31,372,910</b>	<b>551,051</b>	<b>1.79%</b>

ADVISORY COMMITTEE RECOMMENDATION  
Recommendation to be made at Town Meeting (5-0-0)

SELECTBOARD RECOMMENDATION  
Recommendation to be made at Town Meeting (5-0-0)

DESCRIPTION

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



The FY 2023 budget is \$551,051 greater than the FY 2022 budget, and overall increase of 1.79%. Please note budget allocations as listed below:

Department	FY 22 Budget	FY 23 Budget	\$ Change	% Change
Municipal Budgets	6,760,763	6,287,365	-473,398	-7.00%
School Budget	17,582,550	17,839,070	256,520	1.46%
Unclassified Budget	6,478,545	7,246,475	767,930	11.85%
<b>Totals</b>	<b>30,821,858</b>	<b>31,372,910</b>	<b>551,052</b>	<b>1.79%</b>

The adjusted budget increases are shown in the tables below:

	\$ Change	% Change
<b>FY 2023 Municipal Budget change</b>	<b>-473,398</b>	<b>-7.00%</b>
Add: Movement of Ambulance budget from general fund to enterprise fund	641,219	
Deduct: \$50,000 taken from the School Budget for third Highway position	-50,000	
<b>Municipal Net Budget Increase</b>	<b>117,821</b>	<b>1.74%</b>

<b>School Budget Increase</b>	<b>256,520</b>	<b>1.46%</b>
Add: \$50,000 taken from the School Budget for third Highway position	50,000	
<b>School Net Budget Increase</b>	<b>306,520</b>	<b>1.74%</b>

Municipal amount/percentage of the municipal/school portions of the FY 2023 Budget	6,287,365	26.06%
School amount/percentage of the municipal/school portions of the FY 2023 Budget	17,839,070	73.94%
<b>Total</b>	<b>24,126,435</b>	<b>100.00%</b>

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

#### **ARTICLE 5 VOCATIONAL TUITION**

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

#### **PROPOSED MOTION**

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

#### **ADVISORY COMMITTEE RECOMMENDATION**

Favorable action (4-0-0)

**SELECTBOARD RECOMMENDATION**

Favorable action (5-0-0)

**DESCRIPTION**

Chapter 74 of the Mass General Laws governs vocational technical education programs in public school districts. This article was moved out of the line-item budget and into a separate warrant article starting in FY16. Tracking these costs independently allows for more accurate accounting of the costs associated with Leicester students attending other schools for vocational education.

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

**ARTICLE 6 CENTRAL MASS REGIONAL PLANNING COMMISSION ANNUAL ASSESSMENT**

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the FY 2023 assessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate, or take any other action thereon.

**PROPOSED MOTION**

***I move the Town vote to transfer from Free Cash the sum of \$3,301 to fund the FY 2023 assessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate of \$.30087.***

**ADVISORY COMMITTEE RECOMMENDATION**

Favorable action (4-0-0)

**SELECTBOARD RECOMMENDATION**

Favorable action (5-0-0)

**DESCRIPTION**

In accordance with M.G.L. c. 40B, § 7, the Central Mass Regional Planning Commission requires member municipalities to pay the costs and expenses of the Central Massachusetts Regional Planning District each fiscal year. Leicester is a part of this District. The assessment is based on the population of the Town as it appears in the most recent national census (2020). The payment of this assessment will maintain the Town's services provided by the District.

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

**ARTICLE 7 FUNDING OPERATIONAL COSTS OF THE FORMER BECKER COLLEGE CAMPUS**

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

**PROPOSED MOTION**

***I move the Town transfer \$350,000 from Free Cash to fund operational costs for the former Becker College Campus.***

**ADVISORY COMMITTEE RECOMMENDATION**

Favorable action (4-0-0)

**SELECTBOARD RECOMMENDATION**

Favorable action (5-0-0)

**DESCRIPTION**

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

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

**ARTICLE 8 ESTABLISHMENT OF AN EMS (AMBULANCE SERVICE) ENTERPRISE ACCOUNT**

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

**PROPOSED MOTION**

***I move the Town vote to establish a EMS (Ambulance Service) Enterprise Fund, pursuant to M.G.L. c. 44, § 53F ¾, said fund to be funded by fees, charges or other funding received for the provision of Emergency Medical and Ambulance services, and furthermore, to transfer all funds held in the Ambulance Receipts Reserved for Appropriation Account to this fund, said transfer to be effective upon passage of this article.***

**ADVISORY COMMITTEE RECOMMENDATION**

Favorable action (4-0-0)

**SELECTBOARD RECOMMENDATION**

Favorable action (5-0-0)

**DESCRIPTION**

Funding for the EMS Department was previously included in the general fund budget, with the receipts collected from ambulance services and associated fees available as a general fund revenue. Creating an enterprise fund for these services will allow the funds to be exclusively used for emergency medical services. An appropriation limit for this fund is required to be set annually. This appropriation request appears in Article 9 of this warrant.

**VOTE REQUIRED FOR PASSAGE** Requires a simple majority vote per M.G.L. c. 44, § 53F¾

**ARTICLE 9 FY 2023 EMS (AMBULANCE) ENTERPRISE ACCOUNT APPROPRIATION**

To see if the Town will vote to appropriate a sum of monies to fund the FY 2023 expenses of the EMS (Ambulance) Enterprise Fund, as established by the vote under Article 8 of the May 3, 2022, Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said appropriation to be funded from ambulance receipts, charges, and other income as well as an appropriation from the general fund, or act on anything relating thereon.

**PROPOSED MOTION**

***I move that the Town vote to appropriate up to \$733,542 to fund the FY 2023 expenses of the EMS (Ambulance) Fund, as established by the vote under Article 8 of the May 3, 2022, Annual Town Meeting, pursuant to M.G.L. c. 44, § 53F ¾, said appropriation to apportioned and funded as follows:***

<b>FY 2023 EMS (AMBULANCE) BUDGET</b>	<b>FY21 Budget</b>	<b>FY22 Budget</b>	<b>FY23 Budget</b>	<b>Dollar Change</b>	<b>Percent Change</b>
<b>Salaries</b>	<b>358,489</b>	<b>484,102</b>	<b>633,808</b>	<b>149,706</b>	<b>30.92%</b>
<b>Expenses</b>	<b>87,634</b>	<b>100,634</b>	<b>99,734</b>	<b>-900</b>	<b>-0.89%</b>
<b>Total Appropriation</b>	<b>446,123</b>	<b>584,736</b>	<b>733,542</b>	<b>148,406</b>	<b>25.45%</b>

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

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

**ADVISORY COMMITTEE RECOMMENDATION**

Favorable action (4-0-0)

**SELECTBOARD RECOMMENDATION**

Favorable action (5-0-0)

**DESCRIPTION**

This is the first year of the EMS (Ambulance) Enterprise Account. The EMS salary line item has been increased due to a rise in call volume, and to fund half of the annual salary of the Fire Chief (\$45,720), who in his full-time capacity oversees EMS. The EMS budget still includes \$76,104 in funding from the General Fund. The goal is to have the fund fully self-supporting in FY 2024.

**VOTE REQUIRED FOR PASSAGE** Requires a simple majority vote per M.G.L. c. 44, § 53F ¾

**ARTICLE 10 STORMWATER MANAGEMENT**

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

**PROPOSED MOTION**

***I move the Town vote to transfer \$69,000 from the Free Cash to a special article for stormwater management throughout the Town, said funds to be expended by the Highway Department.***

**ADVISORY COMMITTEE RECOMMENDATION**

Favorable action (4-0-0)

**SELECTBOARD RECOMMENDATION**

Favorable action (5-0-0)

**DESCRIPTION**

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

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

#### **ARTICLE 11 FY 2023 CAPITAL IMPROVEMENT PLAN**

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

##### **PROPOSED MOTION**

***I move the Town vote to transfer \$136,817 from Free Cash to fund the Fiscal Year 2023 Capital Improvement Plan budget for the projects/items recommended by the Capital Committee, as listed:***

<b>DEPARTMENT</b>	<b>ITEM</b>	<b>AMOUNT</b>
Town wide	Additional Funding: Highway Fuel Island	\$45,000
Police	Additional Item: Police Carport	\$35,000
Fire	Additional Funding: Rochdale Fire Station Roof	\$30,000
Highway	Replacement Garage Doors	\$26,817
	<b>Total FY 2023 Capital Plan</b>	<b>\$136,817</b>

##### **CAPITAL PLANNING COMMITTEE RECOMENDATION**

Favorable action (5-0-0)

##### **ADVISORY COMMITTEE RECOMMENDATION**

Favorable action (4-0-0)

##### **SELECTBOARD RECOMMENDATION**

Favorable action (5-0-0)

##### **DESCRIPTION**

The FY 2023 capital plan has three recommended projects/items, two of which were recommended and approved in previous years but required additional funding to cover increased labor and materials cost. The single new item is being recommended as a safety measure for staff. All other capital requests are being held until the High School is relocated to the former Becker property.

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

#### **ARTICLE 12 ESTABLISH REVOLVING FUND ANNUAL SPENDING LIMITS**

To see if the Town will vote to set annual spending limits for revolving accounts as detailed in the hands of the voters and as defined by Massachusetts General Laws, Chapter 44, § 53E½ for Fiscal Year 2023, or take any action thereon.

##### **PROPOSED MOTION**

***I move the Town vote to set annual spending limits for revolving accounts as detailed in the warrant and as defined by Mass General Laws, Chapter 44, § 53E½, for Fiscal Year 2023.***

<u>Revolving Fund</u>	<u>Spending Limit:</u>
Former Becker Property	\$500,000
Inspectional Services	\$50,000
Health Clinics	\$5,000
Senior Center Programs	\$10,000
Fuel Usage	\$35,000
Town Hall	\$15,000
Recycling	\$30,000
Police Training	\$5,000
Recreation	\$20,000
One-to-one Technology	\$25,000
DIS Fees	\$5,000
Library Copier	\$5,000
Tree Lighting	\$20,000

ADVISORY COMMITTEE RECOMMENDATION

Favorable action (5-0-0)

SELECTBOARD RECOMMENDATION

Favorable action (5-0-0)

DESCRIPTION

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

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. c. 44, § 53E½

**ARTICLE 13 CHANGE THE MOOSE HILL WATER COMMISSIONER POSITIONS FROM ELECTED TO APPOINTED**

To rescind the action of the Special Town Meeting of January 17, 1977, Article 5 creating an elected Moose Hill Water Commission; and to further re-establish the Moose Hill Water Commission as an

appointed three-member Commission, said appointments to be made by the Leicester Select Board, with current Commission members serving until their term expires.

PROPOSED MOTION

**I move that the Town will vote in accordance with M.G.L. c. 41, § 1B to convert the Moose Hill Water Commission from an elected to an appointed board of the Town, said appointments to be made by the Leicester Select Board, with current Commission members serving until their term expires.**

ADVISORY COMMITTEE RECOMMENDATION

Favorable action (4-0-0)

SELECTBOARD RECOMMENDATION

Favorable action (5-0-0)

DESCRIPTION

The Select Board believes that the Town is better served by having the Moose Hill Water Commissioners be appointed rather than elected, as their autonomy as elected officials could put them in conflict with the goals and financial planning of the Select Board. There will be also a ballot question at the June Annual Town Election regarding this matter as per MGL, changing an elected position to an appointed one requires ballot action.

VOTE REQUIRED FOR PASSAGE - Requires a simple majority vote.

**ARTICLE 14 VOTE TO REMOVE THE POSITION OF POLICE CHIEF FROM CIVIL SERVICE AND TO PETITION THE LEGISLATURE FOR SPECIAL LEGISLATION FOR THE SAME**

To see if the Town will vote to remove the position of Police Chief from Civil Service, as voted through Article 19 of the April 8, 1958, Special Town Meeting, and furthermore, for the Town to petition the Legislature to rescind the legislation passed via Chapter 85 of the Acts of 1959, which placed the position of Police Chief under Civil Service.

PROPOSED MOTION

**I move that the Town vote to authorize the Select Board to file a petition with the General Court to repeal Chapter 85 of the Acts of 1959, which placed the position of Police Chief under Civil Service pursuant to the vote under Article 19 of the April 8, 1959 Special Town Meeting, in order to remove the position of Police Chief from Civil Service.**

ADVISORY COMMITTEE RECOMMENDATION

Favorable action (4-0-0)

SELECTBOARD RECOMMENDATION

Favorable action (5-0-0)

DESCRIPTION

Removing this position from civil service will allow the Town greater control and flexibility when searching for qualified candidates for this critical Town position.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority

**ARTICLE 15 REMOVE ALL POLICE PATROLMEN POSITIONS FROM CIVIL SERVICE**

To see if the Town will vote to remove all Police patrolmen from Civil Service as voted at a town election on March 3, 1969.

**PROPOSED MOTION**

**I move that the Town vote to authorize the Select Board to file a petition with the General Court to remove all police patrol positions from Civil Service.**

**ADVISORY COMMITTEE RECOMMENDATION**

Favorable action (4-0-0)

**SELECTBOARD RECOMMENDATION**

Favorable action (5-0-0)

**DESCRIPTION**

Civil Service was brought in to oversee the hiring of patrol positions through an election that was held on March 3, 1969. This Article is recommended for passage because using the Civil Service system has become difficult and inflexible and hampers the recruitment process. The patrolman's union has negotiated a two-year contract that is contingent on the repeal of Civil Service participation.

**VOTE REQUIRED FOR PASSAGE:** Requires a simple majority

**ARTICLE 16 REVOKE OCTOBER 16, 2018, ACCEPTANCE OF MASSACHUSETTS GENERAL LAWS CHAPTER 53, SECTION 18B (INFORMATION RELATING TO QUESTIONS ON TOWN BALLOT; CONTENTS; WRITTEN ARGUMENTS BY PROPONANTS AND OPPONENTS)**

To see if the Town will vote to revoke the acceptance MGL Chapter 53, Section 18B, which was passed at the October 16, 2018, special town meeting, which requires information on town ballot questions to be addressed via written arguments from question proponents and opponents, be vetted by Town Counsel, and made available to the voters of the Town.

**PROPOSED MOTION**

**I move that the Town will vote to revoke the acceptance M.G.L. c. 53, § 18B, under Article 11 of the October 16, 2018 Special Town Meeting, which requires information on town ballot questions to be addressed via written arguments from question proponents and opponents, be vetted by Town Counsel, and made available to the voters of the Town.**

**ADVISORY COMMITTEE RECOMMENDATION**

Favorable action (4-0-0)

**SELECTBOARD RECOMMENDATION**

Favorable action (5-0-0)

**DESCRIPTION:** This acceptance of M.G.L. c. 53, § 18B required the town to put out general information out to residents describing the purposes of ballot questions, as well as pro and con arguments. The Town elected not to utilize the law for the purchase of the former Becker College campus, due to an extensive marketing, communications and public participation



process, and had to craft special legislation to allow for the purchase of the property. While the law has an admirable goal, it is unwieldy and expensive to use properly.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority per M.G.L. c. 53, § 18


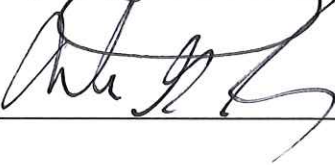
**TOWN OF LEICESTER  
ANNUAL TOWN MEETING  
May 3, 2022**


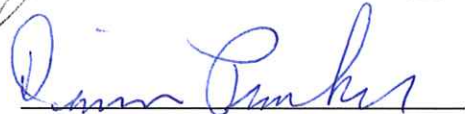
And you are hereby directed to serve this Annual Town Meeting Warrant by posting an attested copy in at least one public place in each precinct of the Town, on the Town Clerk's bulletin board, and on the bulletin board in the front entry of the Town Hall, and also by serving a copy of said Warrant to the Moderator and the Town Clerk, not less than fourteen (14) days before the 3<sup>rd</sup> day of May 2022.

**Given under our hand and seal of the Town on this 11<sup>th</sup> date of April 2022**

Respectfully submitted, Leicester Select Board

  
Chair

Date: 4/11/22

Pursuant to above warrant, I have notified and warned the inhabitants of the Town of Leicester by posting a certified copy in the following precincts:

- Precinct 1. Leicester Post Office,
- Precinct 2. Redemption Center/Jan's Beer Mart,
- Precinct 3. Post Office in Rochdale,
- Precinct 4. Leicester Country Bank for Savings;

and on the Town Clerk's bulletin board, in the front entry of the Town Hall, with the Moderator, and with the Town Clerk, not less than fourteen days before the 3<sup>rd</sup> day of May 2022.

\_\_\_\_\_  
**Printed Name of Constable**

\_\_\_\_\_  
**Signature of Constable**



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 25, 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 April 21, 2022.

**Becker College**

- The modified Veterinary Clinic lease RFP, which reflects the limitations voted by the Board at its last meeting is out. No inquiries as of yet. DG
- IFB for Becker Mowing was returned, with a very competitive bid price. DG
- Survey quote is signed; awaiting a project start date. DG
- Remediation quote removal chemicals in Borger is on the agenda for April 25<sup>th</sup>. Start date is late May. DG
- Had a meeting with School/Town Counsel to work on a school use agreement for the campus. DG
- Obtained favorable Town Counsel report on getting Becker construction projects completed without needing to bid a full project architect.

**Economic Development/Businesses**

- Completed Host Community Agreement for delivery services originating at 88 Huntoon Highway. DG

**Citizen issues**

- Worked with residents on energy aggregation. DG

**Grants**

- Worked with CMRPC to submit a Green Communities grant for \$177,000 for heat pumps for the the Senior Center DG

**Meetings**

- Attended Parks and Rec Meeting 4/20 DG
- Attended Select Board/Planning Board Meeting DG
- Served Pancakes at the Senior Center DG

**Financial/Budgetary**

- Drafted final version of the Town Meeting warrant. There remains a deficit in the Snow and Ice account, even with the funds being transferred due to some late bills, but I'd rather not do another version of the warrant at this stage. It can be dealt with at year-end or during the Fall. DG

**Daily Operations**

- Ran the office during School Vacation week

**Human Resources**

- Interviewed and selected candidates for Human Services Director, Assessors Department Assistant and DIS Department Assistant. DG
- Interviewed candidates for part-time benefitted Paramedic. No recommendation as of yet. DG

**Misc.**

- 2021 Annual Town Report is completed and has been delivered. KF
- Completed the sale of the 1986 Hahn Ranger that sold for \$2,400
- The 2015 International Ambulance is currently at \$9,500 on Municibid
- Answered numerous questions on the fuel island replacement bid

<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				

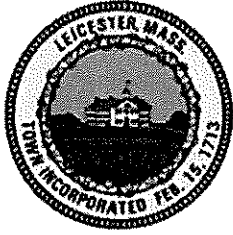
Sandisfield				
Sandwich	Sandwich will be giving June 18th off as a holiday to all employees. We will negotiate next time CBA's expire.	X		
Saugus				
Scituate				
Seekonk	Two unions have negotiated it, two have an automatic adoption clause, and we have three individual contract employees that have added 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		



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 25, 2022

To: Select Board  
From: David Genereux, Town Administrator  
**RE: Becker Mowing Bid**

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The Town put mowing service for the former Becker properties out to bid in late March, with a due date of submitted bids to be April 14, 2022 at 10:30. This is for weekly mowing and weed removal from flower beds from May 2, 2022 through November 18, 2022. One application of mulch in late July is included in the bid>

There were three bidders. Global Maintenance, LLC of Cumberland, RI was the lowest bid at \$65,296. I recommend that the Select Board vote to award the bid to them.

Bid documents from all three bidders are attached. Please contact me with any questions.

**Town of Leicester**  
Leicester, Massachusetts

**BID  
FORM**

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

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

1. Mowing of the Becker Campus, weeding of plant beds  
Weekly charge for 29 weeks per year:

$\$1,924.<sup>w</sup> \times 29 = \$55,796.<sup>w</sup>$

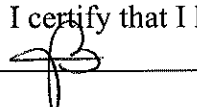
2. Plant Beds – Mulch once per year

$\$9,500.<sup>w</sup>$

3. Total

$\$65,296.<sup>w</sup>$

I certify that I have received the three addendums issued by the Town of Leicester

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

Address: PO BOX 7421,

Title: President

Cumberland, RI 02864

Company: Global Maintenance LLC

Date Signed: 4/13/22

Telephone: 401-556-7979

**Town of Leicester**  
Leicester, Massachusetts

**BID  
FORM**


Town Administrator's  
Office

3 Washburn Square  
Leicester, MA 01524

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

- |   |  |
|---|--|
| 1. Mowing of the Becker Campus, weeding of plant beds<br>Weekly charge for 29 weeks per year: | <u>\$ 2,273.00</u> x 29 = <u>\$65,917.00</u> |
| 2. Plant Beds – Mulch once per year   | <u>\$11,000.00</u>                           |
| 3. Total  | <u>\$76,917.00</u>                           |

I certify that I have received the three addendums issued by the Town of Leicester  
Dhaval Patel

Signature: 

Address: 324 RT 125 Brentwood, NH 03833

Title: Owner

\_\_\_\_\_

Company: SSE LLC dba Great Horizons

\_\_\_\_\_

Date Signed: 04/12/2022

Telephone: 603-772-0200

**Town of Leicester**  
Leicester, Massachusetts

**BID  
FORM**

Town Administrator's  
Office

3 Washburn Square  
Leicester, MA 01524

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

1. Mowing of the Becker Campus, weeding of plant beds  
Weekly charge for 29 weeks per year:

$\$3,650.00 \times 29 = \$105,850.00$

2. Plant Beds – Mulch once per year

$\$4,250.00$

3. Total

$\$110,100.00$

I certify that I have received the three addendums issued by the Town of Leicester

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

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

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

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

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

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

Signature: K  
Title: Owner/President  
Company: Chavor Group Inc.  
Date Signed: 4/13/22  
Address: 93 Venus Dr.  
Worcester MA 01605  
Telephone: 508-847-7728



**THE COMMONWEALTH OF MASSACHUSETTS**  
**Executive Office for Administration and Finance**  
**OPERATIONAL SERVICES DIVISION**

One Ashburton Place, Suite 1017  
Boston, MA 02108-1552

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Michael J. Heffernan  
Secretary

**OPERATIONAL SERVICES DIVISION**

Gary J. Lambert  
Assistant Secretary for Operational Services

June 5, 2020

**Intent to Award Notification for:** Hazardous/Universal, Medical, and Electronic Waste Disposal and Emergency Response FAC110

COMMBUYS Bid #: BD-20-1080-OSD03-SRC3-44001

Attention All Bidders:

On behalf of the Commonwealth of Massachusetts, the Operational Services Division (OSD), and the Strategic Sourcing Team (SST), I hereby announce a list of Apparent Successful Bidders for Hazardous/Universal, Medical, and Electronic Waste Disposal and Emergency Response FAC110 Statewide Contract Bid.

Below you will find the Intent to Award List of bidders for FAC110, Bid # BD-20-1080-OSD03-SRC3-44001.

Bidders on this list must finalize contract negotiations prior to receiving contract awards. A Finalized list of awards will be posted in COMMBUYS on the FAC110 Contract Master Blanket Purchase Order.

**Contract Award is subject to resolution of any identified bidder exceptions or clarifications to the satisfaction of the Commonwealth.**

The Strategic Sourcing Team (SST) respectfully recognizes all bidders for their competitive proposals.

Sincerely,

Gustav Pearson  
Strategic Sourcing Manager (SSM)  
Operational Services Division



## Intent to Award List of Bidders Inclusive of applicable FAC110 categories

	Category 1	Category 2	Category 3a	Category 3b	Category 4a	Category 4b	Category 5	Category 6	Category 7	Category 8	Category 9a	Category 9b	Category 10
Vendor	Hazardous Materials Collection and Disposal	Household Hazardous Waste Collection Events (HHW)	Universal Waste (except pesticides): Lamps	Universal Waste (except pesticides): Batteries	Sharps Collection and Disposal (including Sharps Kiosks)	Sharps Mail-In	Onsite Medical Waste Treatment Systems	Medical Waste Collection and Disposal	Pharmaceutical Waste Collection Service	Electronic Waste	Tanks, Cylinders	Tanks, Above Ground and Underground Storage (AST/UST)	Emergency Response
Triumvirate Environmental, Inc.	X								X		X	X	X



# PROPOSAL

Customer Name: Town Of Leicester

Proposal Name: Becker College Lab  
Decommissioning

Working Agreement #: CPQ-6588



04/18/2022

**Prepared for:**

David Genereux

Town Of Leicester  
3 Washburn Square  
Leicester, MA 01524**Prepared by:**

Mariana Siqueira

Re: Becker College Lab Decommissioning

Dear David,

Triumvirate Environmental is pleased to have this opportunity to offer our services to you. Based on our recent discussion, we have prepared the following Working Agreement.

**Scope of Services:****Lab Pack**

Triumvirate Environmental will perform the following tasks:

- Segregate the chemicals by compatibility
- Package the chemicals in DOT-approved containers with appropriate packing material
- Complete all the necessary paperwork (packing slips, manifests, labels, profiles, and LDR's)
- Load for shipment in a DOT-permitted vehicle
- Transport waste to the appropriate disposal facility(s)

**Cost of Services:**

<b>Labor</b>				
<b>Item</b>	<b>Qty</b>	<b>Price</b>	<b>UoM</b>	<b>Total Price</b>
Supervisor Chemist (3 Days)	30	\$82.00	Hour	\$2,460.00
Two Senior Chemist (3 Days)	60	\$75.00	Hour	\$4,500.00
			<b>Total Price</b>	<b>\$6,960.00</b>

<b>Disposal</b>					
<b>Item</b>	<b>Size</b>	<b>Qty</b>	<b>Price</b>	<b>UoM</b>	<b>Total Price</b>
55 Gallon Lab Pack for Incineration	55	20	\$345.00	Each	\$6,900.00
5 Gallon Lab Pack for Incineration	5	15	\$115.00	Each	\$1,725.00
5 Gallon Reactive Lab Pack for Incineration	5	10	\$135.00	Each	\$1,350.00
30 Gallon Lab Pack for Incineration	30	10	\$295.00	Each	\$2,950.00
Cubic Yard Box Of Specimen in Preservative*	Cubic Yard Box	2	\$800.00	Each	\$1,600.00
Propane Tank	Cylinder	1	\$40.00	Each	\$40.00
Regulated Medical Waste*	Box	3	\$75.00	Each	\$225.00
eManifest Fee		4	\$32.50	Each	\$130.00
				<b>Total Price</b>	<b>\$14,920.00</b>

<b>Transportation</b>				
<b>Item</b>	<b>Qty</b>	<b>Price</b>	<b>UoM</b>	<b>Total Price</b>
Transportation (3 Days)	3	\$250.00	Day	\$750.00
			<b>Total Price</b>	<b>\$750.00</b>

<b>Other</b>				
<b>Item</b>	<b>Qty</b>	<b>Price</b>	<b>UoM</b>	<b>Total Price</b>
Pieces over 10 (estimated)	36	\$21.00	Each	\$756.00
			<b>Total Price</b>	<b>\$756.00</b>

<b>Supplies</b>				
<b>Item</b>	<b>Qty</b>	<b>Price</b>	<b>UoM</b>	<b>Total Price</b>
Cubic Yard Box	2	\$105.00	Each	\$210.00
55-gallon drum steel open	20	\$55.00	Each	\$1,100.00

30-gallon drum fiber	10	\$35.00	Each	\$350.00
5-gal pail screw top	25	\$14.00	Each	\$350.00
			<b>Total Price</b>	<b>\$2,010.00</b>

**TOTAL** **\$25,396.00**

### Assumptions & Exclusions:

- The pricing contained in this Working Agreement will remain valid for 30 days after the date of delivery and is subject to terms and conditions of the MA Statewide Contract FAC110. Work determined to be outside the scope described in this Working Agreement will be performed through authorization by Triumvirate Environmental and Town Of Leicester.
- State hazardous waste transporter fees and state sales tax will be applied to invoices where applicable.
- A four (4) hour minimum will be applicable to all labor and equipment. All labor rates are invoiced on a portal-to-portal basis to the closest 1/4 hour, when applicable.
- Cancellation of jobs with less than a 12-hour notice will be subject to a \$450.00 charge. Jobs cancelled when the crews are in-route will be subject to a four-hour minimum billing for labor and equipment.
- Triumvirate field crews work eight (8) hour days. Normal hourly rates are utilized between the hours 6:00 AM and 6:00 PM weekdays. Requests for special work hours must be submitted to Triumvirate and agreed upon prior to any work. All time beyond eight (8) hours per day, or outside of normal hours, will be invoiced at the specified overtime rate. Overtime rates are computed at 150% of the regular rate. All work performed on Sunday and holidays will be computed at 200% of the regular rate.
- A per diem rate of \$175/day/person will be applicable when work does not allow personnel to return home.
- Hazardous waste disposal rates are based upon characterization and volume. Non-conforming waste fees will be billed to Customer when waste does not meet characterization of waste provided to Triumvirate.
- Unless otherwise noted, standard waste pickup and transportation fees are based upon one (1) hour of onsite time. A demurrage rate of \$100/hour will be billed when delays are incurred during routine waste pickups causing onsite time to be in excess of this standard. A demurrage rate of \$175/hour will be billed for tanker/cusco work in excess of this standard.
- Travel related expenses, unless otherwise noted, will be billed back to the customer at cost. Travel expenses include mileage and toll charges. Reimbursement for mileage will be assessed at the rate designated by the Internal Revenue Service.
- Any additional costs incurred by Triumvirate, which Triumvirate is unable to mitigate, associated with: services that are outside of the scope of work or project schedule delays outside of Triumvirate's control will be billed to Customer at Triumvirate's current time and material rates plus travel and other related expenses.
- Triumvirate Environmental is not liable for incidental breakage of bottles during transit
- Based on the amount of hazardous materials stored in refrigerators and freezers Triumvirate will be required to package material in DOT shippable containers outside of these units. The material will be transported at atmospheric temperature and Triumvirate Environmental makes no guarantee that the material will stay a consistent temperature for the duration of the move. Any material that needs to stay

a consistent temperature should be moved using specialized temperature sensitive material equipment that is not outlined in the current contract. All material will be moved safely and efficiently

- Proposal assumes work can be done during normal business hours (0700-1700) Monday-Friday at non-prevailing wage rates
- A manifest fee will be applied to all hazardous waste manifests in conjunction with the government administered Hazardous Waste Electronic Manifest System (e-manifest). This fee covers fees paid to the EPA for waste shipments received into Triumvirate facilities, fees charged to Triumvirate from other waste facilities, and additional costs to support and administer the e-manifest program for generators (such as hardware/software development costs and internal administrative support).
- \* are off contract line items.



**ACCEPTANCE**

Please sign and return our working agreement along with a purchase order indicating your acceptance. All work performed under this working agreement and subsequent working agreements will be conducted in accordance with the terms and conditions of the Massachusetts FAC110 Contract.

Sincerely,

Mariana Siqueira

*Signed by Authorized Representative*

*Signed by Triumvirate Representative*

**Signature:** ls1

**Signature:** ls2

**Printed Name:** ln1

**Printed Name:** ln2

**Title:** tl1

**Title:** tl2

**Company:** Town Of Leicester

**Company:** Triumvirate Environmental, Inc.

**Date:** dd1

**Date:** dd2

**Proposal Number:** CPQ-6588

**Purchase Order:**

INTER-FACILITY TRANSPORTATION PROVIDER  
AGREEMENT

BETWEEN

**THE TOWN OF LEICESTER  
EMERGENCY MEDICAL SERVICES**

AND

**VIBRA HOSPITAL OF WESTERN  
MASSACHUSETTS, LLC, D/B/A CENTRAL  
CAMPUS**

AND D/B/A

**THE MEADOWS OF CENTRAL  
MASSACHUSETTS**



**This Inter-Facility Transportation Provider Agreement** (“Agreement” is made and entered into as of the later of July 1, 2022, or the execution of the Agreement by both parties (the “Effective Date” between **Vibra Hospital of Western Massachusetts, LLC, d/b/a Central Campus, and d/b/a the Meadows of Central Massachusetts** (the “Facility”) and the **Town of Leicester Emergency Medical Services** (the “Provider”).

WHEREAS the Provider desires to enter into a provider arrangement with the Facility whereby the Provider, itself, will provide rapid, safe, and appropriate transfer of the Facility patients (the “Patients”);

WHEREAS the Provider has the experience and resources locally available to provide the Transport Services (as further defined below); and

WHEREAS the Facility and the Provider desire to provide the best possible care and comfort to the patients,

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### **SECTION 1: Provision of Services**

- 1) The Provider will provide Basic Life Support (BLS) Ambulance and Advance Life Support (ALS) ambulance, and dispatch services for transporting non-emergent patients on the provisions, if any, reasonably requested by the Facility, and/or its agents, and as contained in this Agreement.
- 2) The Provider will not provide Chair Car services for patients from the Facility.
- 3) The Provider and facility administrative staff agree to meet on a regular basis to address issues of mutual concern related to the provision of the Transport Services and the parties’ respective rights and obligations under this Agreement.

#### **SECTION 2: Service Standards**

- 1) Cooperation between the Facility and the Provider; each shall collaborate with one another in all respects to ensure that patients are provide high quality care in a prompt and courteous manner.
- 2) The transport services shall, at all times, be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services, including:
  - a. Non-Discrimination: The Provider shall accept and provide services to all patients requiring transportation services when requested without regard to race, ethnicity, national origin, color, age, religion, gender, sexual orientation, disability, health status, veteran status, economic status, or payor status; and
  - b. The performance indicators set forth in Schedule B, attached hereto and made a part hereof (the “Performance Indicators”)
- 3) The Provider shall make non-emergent transport services available from 10:30 am to 5:30 pm, Monday through Friday.
- 4) It is recognized that Provider’s primary purpose, is as a 9-1-1 emergency response provider to the Town of Leicester. If the Provider is enroute to the Facility for a non-emergent transport and an emergency call for service is received, it is recognized and agreed upon by both parties that the ambulance shall be required to divert to the emergent call. Therefore, the Provider shall have an on-time percentage of 90 % or greater for all non-emergent transport, except when the ambulance enroute to a non-emergent transfer is diverted to an emergency. In these instances, only, the delay shall not be utilized when calculating on-time performance.
  - a. For the purposes of this section of the agreement the on-time percentage shall mean the frequency in which the ambulance arrived at or before the scheduled pick-up time.
  - b. In the event that the Provider will be late for a non-emergent transport, the Provider shall notify the Facility of the delay, and its estimated arrival time.



## 5) Qualifications

- a. General: At all times during the term of this Agreement, the Provider shall;
  - i. Be licensed by the Department of Public Health ("DPH") to provide the Transport Services for which it is responsible hereunder;
  - ii. Comply with MGL c. 111C, as implemented by 105 CMR 170.00 et seq.;
  - iii. The policies and administrative requirements issued by DPH's Officer of Emergency Medical Services ("OEMS");
  - iv. The Massachusetts Emergency Medical Services Pre-Hospital Treatment Protocols ("EMS Protocols");
  - v. Be registered with DPH's Drug Control Program.
- b. Vehicles: Each vehicle used in providing Transport Services ("Vehicle") shall at all times during the term hereof;
  - i. Be in compliance with applicable state and federal regulations pertaining to such Vehicle;
  - ii. Be registered by the Massachusetts Registry of Motor Vehicles;
  - iii. Be equipped with medical equipment and supplies that meet all state and federal requirements and that are of the type and quality necessary to meet the needs of the patients served by such Vehicle;
  - iv. Have continuous communications capability with Hospital Emergent Departments;
  - v. Be staffed with the requisite number of medical and other personnel whose level of training is appropriate to such Vehicle and to the needs of the patients being served by such Vehicle.
  - vi. In addition, all ambulances shall at all times during the term hereof;
    1. Comply with the standards, licensing, inspection, classification, and all other applicable provisions of 105 CMR 170.00 et seq.;
    2. Comply with federal regulations, including Federal GSA specifications KKK-A-1822F and all regulations governing the Medicare program.
- c. Personnel: The Provider shall employ a sufficient number of qualified personnel to provide Transport Services in accordance with the terms hereof ("Personnel"). Personnel shall have the following qualifications;
  - i. All Emergency Medical Technicians ("EMTs") shall at all times during the term hereof;
    1. Comply with the training certification, education, and all other applicable provisions of 105 CMR 170.00 et seq., including as appropriate those requirements set for at;
      - a. 105 CMR 170.810 for EMT-Basic ("EMT-B");
      - b. 105 CMR 170.820 for Advanced EMT ("AEMT");
      - c. 105 CMR 170.840 for Paramedic ("Paramedic");
      - d. Have a current Cardiopulmonary Resuscitation Certification and a Valid Driver's License.
- d. Training: The Provider shall cause all of its employees who provide services in connection with this Agreement to receive appropriate training that is adequate to enable them to fulfill their and the Providers obligations hereunder. Under no circumstances shall EMTs or other personnel function beyond the scope of their training or level of certification.
- e. Quality Assurance: The Provider and its personnel shall at all times during the term hereof;
  - i. Provide quality Transport Services in accordance with accepted medical standards, including the Performance Indicators;
  - ii. Comply with all regulations and professional guidelines covering the maintenance, repair, and use of equipment and provision and use of supplies;
  - iii. Cooperate with the Facility on activities related to quality assurance, quality improvement, utilization, management, and patient grievances;



- iv. Supply necessary information and participate in good faith medical audits (regular and ad hoc) and case reviews by facility or provider staff.

### **SECTION 3: Scheduling of Services**

- 1) Emergent Transportation: The Facility and the Provider recognize that patients may at times require emergent transportation to an Emergency Department. The Facility may request an emergency ambulance response at any time by calling 9-1-1 as determined to be medically appropriate, for patients that require treatment in an Emergency Department.
- 2) Non-Emergent Transportation: The Facility may request ALS or BLS non-emergent transportation from the Provider:
  - a. First Right of Refusal: The Town of Leicester shall be the primary non-emergent transport provider for the Facility and therefore shall have first right of refusal of all non-emergent ambulance transport of patients from the Facility. Nothing in this agreement shall prohibit or limit the facility's ability to enter into agreements with other ambulance services as a back-up / secondary non-emergent transportation service.
  - b. Contiguous Town(s)/Cities(s) to Leicester with 1 business day (24 hours) notice.
    - i. Contiguous Town(s)/Cities(s) to the Town of Leicester shall be considered: Worcester, Auburn, Oxford, Charlton, Spencer, and Paxton.
  - c. Non-Contiguous Town(s)/Cities to Leicester with 1 week (7 days) notice. The Provider reserves the right to refuse transportation of any patient whose destination is not in a contiguous Town/City to the Town of Leicester.

### **SECTION 4: Compliance**

- 1) The parties shall comply with all applicable requirements of all federal, state, and local laws and regulations, including the Federal Physician Self-Referral Act (the Stark Law), any state physician self-referral law, the Federal Anti-Kickback Statute, and any State Anti-Kickback Statute, the Federal Emergency Medical Transportation and Active Labor Act, the federal Health Insurance Portability and Accountability Act, Health Information Technology for Economic and Clinical Health and all regulations promulgated in connection with those laws, as all may be amended from time to time.

### **SECTION 5: Insurance**

- 1) The Provider shall maintain all necessary and/or required insurance coverage in connection with the Transport Services, including but limited to insurance coverage required under 105 CMR 170.315. The Provider will provide evidence of such coverage to the Facility upon request.

### **SECTION 6: Records**

- 1) The Provider shall transport medical records with the patient, as appropriate and reasonably requested by the Facility. The Provider will retain books and records respecting the Transport Services rendered to the patients for the time periods required under all applicable laws (including the requirements of the Secretary of the Federal Department of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law. The Provider and its personnel shall complete and maintain such other records in connection with the performance of Transportation Services hereunder as may be required under applicable law or as the Facility may reasonably request.



**SECTION 7: Confidentiality**

- 1) All information with respect to the operations and business of the parties (including the rates charged under this Agreement) and any other information considered to be and treated as confidential by a party will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation, and third-party reimbursement agreements.
- 2) Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act and its implementing regulations, as all are amended from time to time (collectively, "HIPAA"). Each party acknowledges and agrees that it is a covered entity under HIPAA. Accordingly, both parties are permitted to use and disclose Protected Health Information for treatment, payment, and health care operations, as that term is defined by HIPAA, in accordance with HIPAA without an additional written authorization of a patient as long as both parties have a direct relationship with the patient.

**SECTION 8: Referrals**

- 1) It is not the intent of either party that any remuneration, benefit, or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties have reasonable believe to be a fair market value for the services provided. The Provider represents and warrants that it has established the payment rates based upon a determination of fair market value consistent with regulatory guidance and industry practice.

**SECTION 9: Relationship**

- 1) In the performance of this Agreement, each party hereto shall be as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other.

**SECTION 10: Non-Exclusion**

- 1) Each party represents and certifies that neither it nor any practitioner or employee who orders or provides the Transport services on its behalf under this Agreement is excluded from participation in any federal or state health care program nor has been convicted of any conduct that constitute grounds for mandatory exclusion. Each party further represents and certifies that it is eligible to participate in all federal and state health care programs. If either party, or any practitioner or employee of either party, is excluded from participation in any federal or state healthcare program, the party receiving notice of such exclusion must notify the other party within five (5) business days, and the other party may immediately terminate this Agreement. The Provider shall conduct an annual evaluation of its practitioners and employees to ensure that no such person is excluded from participation in any federal or state health care program.



**SECTION 11: Miscellaneous**

- 1) A minimum of 30 days prior to the Effective Date of this agreement, the Facility shall purchase and supply to the Provider, who shall retain ownership of, and be responsible for maintenance and training its employees thereof;
  - a. A transport rated, portable ventilator that the Facility and Provider mutually agree upon;
  - b. A transport rated, portable pump with a minimum of two channels that the Facility and the Provider mutually agree upon.

**SECTION 12: Force Majeure**

- 1) Neither party shall be liable to other pursuant to this Agreement or held in breach of this Agreement for failure to perform its obligations due to any act of war, natural disaster, act of God or similar cause that is beyond the control of such party.

**SECTION 13: Payment**

- 1) For Transport Services provided to the patients for which financial responsibility rests with the Facility, payment shall be sent to and accepted by the Provider from the Facility within thirty (30) days of the date of invoice.
  - a. Emergent Rates: In accordance with the current emergency rates set by the Town of Leicester, Medicare, and/or Medicaid as applicable.
  - b. Non-Emergent Rates: In accordance with the non-emergent rates as set forth in Schedule A, attached hereto.
- 2) Safe Harbor: To the extent that any rate charged by the Provider to the Facility for transport services completed pursuant to this Agreement represents a discount or reduction in the amount the Provider generally charges for the Transport Services, the parties agree to comply at all times with the provisions, commonly known as the "discount safe harbor" to the federal Anti-Kickback Statute.

**SECTION 14: Term and Termination**

- 1) Term of Agreement
  - a. The initial term of this agreement shall be three (3) years, commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive additional terms of one (1) year each, unless earlier terminated as provided herein.
- 2) Termination of Agreement
  - a. The Facility and the Provider agree that this Agreement may be terminated by either party, at any time, for any reason, upon ninety (90) days prior written notice or in accordance with Section 14, Subsection 2, Paragraph b.
  - b. Termination for Cause: Either party may terminate this Agreement upon a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice of such breach to the allegedly breaching party. Notwithstanding the foregoing, either party may terminate this Agreement immediately if the other party loses its license or has its license suspended, which license is necessary for the provision or ordering of the Transport Services, or if the Provider determines, at its sole discretion, that the continued ordering of Transport Services poses a substantial risk to the health or safety of its patients or staff.

**SECTION 15: Approval & Authorization of Agreement**

- 1) This agreement;
  - a. Constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto;
  - b. May be amended only by written instrument executed by both parties;
  - c. May not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld;
  - d. Shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns;
  - e. Shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws provisions, and the federal laws of the United States applicable therein;
  - f. May be executed in several counterparts (including by .pdf), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement;
  - g. Shall not be effective until executed by both parties.
- 2) IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the later of July 1, 2022, or the execution of the Agreement by both parties:

For the Town of Leicester;

\_\_\_\_\_  
Rick Antanavica, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Shocik, Vice Chair

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dianna Provencher, Member

\_\_\_\_\_  
Date

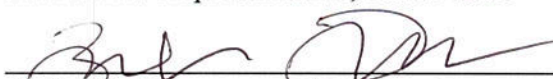
\_\_\_\_\_  
Allen R. Phillips, Sr., Member

\_\_\_\_\_  
Date

For the Vibra Hospital of Western Massachusetts, LLC: d/b/a Central Campus and d/b/a The Meadows of Central Massachusetts;

Babacar Diop  
Authorized Representative, Print Name

CEO  
Title

  
Authorized Representative, Signature

4/21/2022  
Date

## Schedule A

### Transportation Rates

The Facility agrees to pay the Provider 375 % of the current Medicare rates for non-emergent transportation of its patients as set forth by Medicare as of the date of transportation.

As of the Effective Date of this Agreement, 375 % of the current Medicare rates are:

BLS Non-Emergency:	\$ 936.15
ALS Non-Emergency:	\$ 1,123.35
ALS 2:	\$ 2,679.33
SCT:	\$ 3,166.50
Mileage:	\$ 30.07

The rates shall be for a one-way transport. If a patient requires a “wait and return” this shall constitute two transports: One transport from the Facility to the drop off location and one transport for the return from the drop off location to the Facility.

### Late Payment Fees

Payment shall be received from the Facility by the Provider within thirty (30) days of the date of the invoice. If payment is not received on or before the due date, a late fee of 5 % shall be assessed. For every additional 30 days payment is late, an additional 5 % late fee shall be assessed.



**Schedule B – Transportation Service Clinical Indicators**

INDICATOR	TARGET	METRIC	Monitor Frequency	Reporting Frequency
<b>HUMAN RESOURCES</b>				
Staff are qualified by education & training: <ul style="list-style-type: none"> <li>• Current, unrestricted driver's license</li> <li>• Transportation Service: current BLS</li> <li>• Ambulance Service: current ACLS</li> </ul>	100%	Number of staff with current required qualifications/ Number of contract staff files reviewed	Every 6 months	Quarterly
<b>LEADERSHIP</b>				
Satisfaction with services provided	≤ 2 complaints per review period	Number of substantiated complaints from all sources.	Monthly	Quarterly
<b>QUALITY</b>				
Ambulance/transportation service responds to all calls accepted by the Provider, except as restricted under Section 2, Paragraph 4	100%	Number of completed transports/ Number of transports reviewed	Monthly	Quarterly
Scheduled/routine pick-up time adherence	90%	Number of on time scheduled patient transports/ Number of scheduled/routine transports reviewed	Monthly	Quarterly

**SELECT BOARD MEETING MINUTES  
APRIL 11, 2022 AT 5:15PM  
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**CALL TO ORDER/OPENING**

Chair Antanavica called the meeting to order at 5:19pm. 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.

**Motion 041122-1:** A motion was made by Mr. Shocik and seconded by Mr. Phillips to allow Mr. Antanavica to place a coin from tomb of the unknown soldier on the veterans POW MIA table in the Select Board Conference Room. **Motion carries 4:0:0.**

Ms. Provencher arrived at 5:25pm.

**1. SCHEDULED ITEMS**

**a. 5:30pm – Discuss/Vote on Annual Town Meeting Warrant Articles (Select Board & Advisory Committee)**

The Select Board and Advisory Committee discussed establishing a donation account for Bark Park to be spent by the Bark Park Committee or the Select Board, the one-to-one revolving account which collects technology fees for the repair of school laptops, the proposed FY23 operating budget including objections to the school spending taxpayer dollars on a public relations firm, variances in school sports fees, a spreadsheet on the school budget put together by the Advisory Committee Chair, school savings accounts that carry over from year to year because the Town does not fully fund the school budget, cutting the school budget to \$16,500,000, the fact that the school committee discusses items at public workshops and votes on them at public meetings and the importance of transparency.

**Motion 041122-1a:** A motion was made by Mr. Shocik and seconded by Mr. Phillips to make a recommendation on Article 4 on Town Meeting floor. **Motion carries 5:0:0.**

**b. 6:30pm – Eagle Scout Presentation – Xavier Morales**

This item was passed over.

**c. 6:45pm – School Waiver Request – Athletic Regulations**

The Board clarified that the schools are able to move soccer nets as much as want and that the regulations are referring to not moving the goal posts.

**Motion 041122-1c:** A motion was made by Mr. Duggan and seconded by Mr. Shocik to grant the school department a waiver to use the turf field for practices from August 15<sup>th</sup> through the Wednesday before Thanksgiving. **Motion carries 5:0:0.**

**d. 7:00pm – Open Space and Recreation Plan Discussion**

Mary Hannah Smith with the Central Mass Regional Planning Commission noted she has been working with the Town since February of 2021 to update Leicester's Open Space and Recreation Plan so the Town can remain eligible for a variety of grant programs that support parks and recreation. The goals of Leicester's plan are to protect open space and natural resources, especially water, to provide and maintain recreational opportunities for people of all ages and abilities, to build a strong constituency of open space and recreation advocates, to increase public participation in open space and recreation planning and to identify appropriate resources to

support these goals. The plan provides for a variety of objectives that support these goals and result in an action plan with many items that are assigned to various town boards and committees.

**Motion 041122-1d:** A motion was made by Mr. Duggan and seconded by Ms. Provencher to authorize the Chair to sign a letter of review for the Leicester Open Space and Recreation Plan five-year update. **Motion carries 5:0:0.**

**e. 7:15pm – Discuss/Vote on Becker Properties Available for Disposition (Vet Clinic & Others)**

Peter Cusolito representing the Becker Reuse Working Group, discussed the group's recommendations for the Becker buildings. Looking for an authorization for disposition of buildings. Had to identify reuse restrictions. Declare available, survey properties, and determine fair market value. The group recommended keeping Fuller Campus Center, Campus Center West, Borger Academic, Knight Hall, Marsh Hall, Swan Library, Gym and Turf Field for the future High School. The group also recommended keeping the historic May House and Bark Park for the Town. The group recommended leasing Berkshire Hall, Hampshire Hall, the Animal Health Center, the Staff House and the Facilities Maintenance Building. Finally, the group recommended selling Winslow Hall, Hitchcock Hall, Lane Hall, 1812 House, Russell Hall and Barrett Hall. The Reuse group met with the Zoning group and recommended utilizing the Town's nonconforming use zoning bylaw and obtaining a special permit from the ZBA to allow for a similar nonconforming use at these buildings. Mr. Cusolito discussed the need to survey certain properties due to property line, frontage, and access issues along with the need to fence off the large dorms from the school properties and add parking.

**Motion 041122-1e1:** A motion was made by Ms. Provencher and seconded by Mr. Duggan to declare the following buildings available for disposition with the conditions specified for each. Uses are restricted to those provided in the Town of Leicester Zoning Bylaw, the Architectural District Bylaw, and the Watershed Overlay District except those that are permitted under Section 1.4 which allows for nonconforming use provided that the change use is not a substantially different use, and approval for the change is granted by a Special Permit by the Board of Appeals.

- No other special permits from the Zoning Board of Appeals will be considered.
- All activities, approved in the Leicester Zoning Bylaw for a Residential 2 zone will be considered for Winslow Hall, Hitchcock Hall, Lane Hall, 1812 House, and the Staff House.
- The following activities, approved in the Leicester Zoning Bylaw for a Business zone will not be considered for Russell Hall:
  - Marijuana related business or treatment activities
  - Restaurant, brew pub, or similar business
  - Solar activities
- The following activities, approved in the Leicester Zoning Bylaw for a Business zone will not be considered for the Animal Health Center or Facilities Maintenance Building:
  - Family childcare
  - Childcare facility
  - Mixed development
  - Marijuana related business or treatment activities
  - Restaurant, brew pub, or similar business
  - Solar activities

**Properties available for disposition through lease**

- Hampshire Hall
- Berkshire Hall



- Animal Health Center
- Staff House
- Facilities Maintenance

**Properties available for disposition through sale**

- Winslow Hall
- Hitchcock Hall
- Lane Hall
- 1812 House
- Barrett Hall
- Russell Hall

**Motion carries 5:0:0.**

**Motion 041122-1e2:** A motion was made by Mr. Phillips and seconded by Mr. Duggan to put out the RFP for the vet clinic. **Motion carries 5:0:0.**

**2. PUBLIC COMMENT PERIOD**

No members of the public provided comment.

**3. REPORTS & ANNOUNCEMENTS**

**a. Student Liaison Reports**

The Student Liaisons presented highlights from their written report.

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

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

**c. Select Board Reports**

The Select Board discussed various topics including Second Chance at the Senior Center on May 18<sup>th</sup> from 9-12, Becker Working Group meetings, the 3am fire alarm that went off in Cherry Valley, Bark Park grand opening on April 30<sup>th</sup>, the Deja New 2021 first Annual Report, and cleanup from the Fire at Leicester Housing.

**4. RESIGNATIONS & APPOINTMENTS**

**a. Retirement – Kristopher Soucie – Firefighter**

**Motion 041122-4a:** A motion was made by Mr. Duggan and seconded by Mr. Phillips to accept with regret the retirement of Kristopher Soucie from the Fire Department. **Motion carries 5:0:0.**

**b. Resignation – Tyler Jefferson – EMT**

**Motion 041122-4b:** A motion was made by Mr. Phillips and seconded by Mr. Duggan to accept the resignation of EMT Tyler Jefferson from the EMS Department. **Motion carries 5:0:0.**

**c. Appointment – Megan Canavan – Animal Inspector**

**Motion 041122-4c:** A motion was made by Mr. Duggan and seconded by Ms. Provencher to reappoint Megan Canavan as the Animal Inspector for the Town of Leicester. **Motion carries 5:0:0.**

**d. Appointment – Kristen Johnson – Part Time Non-Benefitted EMT**

**Motion 041122-4d:** A motion was made by Mr. Shocik and seconded by Ms. Provencher to appoint Kristen Johnson as a part time non-benefitted EMT. **Motion carries 5:0:0.**

e. **Appointment – Kristopher Mastromatteo – Part Time Non-Benefitted Paramedic**

**Motion 041122-4e:** A motion was made by Mr. Shocik and seconded by Ms. Provencher to appoint Kristopher Mastromatteo as a part time non-benefitted paramedic. **Motion carries 5:0:0.**

f. **Appointments – On Call Firefighter Recruits – James Whittimore Jr., Tanisha Rodriguez, Thomas Missiewicz**

**Motion 041122-4f1:** A motion was made by Mr. Phillips and seconded by Mr. Shocik to appoint James Whittimore Jr. as an on-call firefighter recruit. **Motion carries 5:0:0.**

**Motion 041122-4f2:** A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Tanisha Rodriguez as an on-call firefighter recruit. **Motion carries 5:0:0.**

**Motion 041122-4f3:** A motion was made by Mr. Duggan and seconded by Ms. Provencher to appoint Thomas Missiewicz as an on-call firefighter recruit. **Motion carries 5:0:0.**

g. **Appointment – Library Assistant – Marie Paquette**

**Motion 041122-4g:** A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Marie Paquette as a Library Assistant. **Motion carries 5:0:0.**

h. **Special Municipal Employee Appointment Request – Town Recycling Committee**

**Motion 041122-4h:** A motion was made by Mr. Phillips and seconded by Mr. Duggan to name the Recycling Committee as Special Municipal Employees. **Motion carries 5:0:0.**

i. **Reappointment – Matt Thompson – Memorial Day Committee**

**Motion 041122-4i:** A motion was made by Ms. Provencher and seconded by Mr. Shocik to reappoint Matt Thompson to the Memorial Day Committee. **Motion carries 5:0:0.**

j. **Appointment – William Frink – Part-Time Paramedic**

**Motion 041122-4j:** A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint William Frink as a part time paramedic. **Motion carries 5:0:0.**

k. **Appointment – Mark Byron – Per-Diem Paramedic**

**Motion 041122-4k:** A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Mark Byron as a per-diem paramedic. **Motion carries 5:0:0.**

l. **Appointment – Samantha Weaver – Per-Diem EMT**

**Motion 041122-4l:** A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Samantha Weaver as a per-diem EMT. **Motion carries 5:0:0.**

m. **Appointment – Trina Deary – Recreational Field Organizer (RFO)**

**Motion 041122-4m:** A motion was made by Mr. Shocik and seconded by Mr. Phillips to appoint Trina Deary to the position of Recreational Field Organizer for the Town of Leicester. **Motion carries 5:0:0.**

**5. OTHER BUSINESS**

a. **Accept Recycling Center Donation**

**Motion 041122-5a:** A motion was made by Mr. Shocik and seconded by Ms. Provencher to accept a \$197.43 donation from Deja New to the Recycling Center. **Motion carries 5:0:0.**

**b. 2022 License Renewal – Wings & Co, 1072 Main Street – Common Victualler License**

**Motion 041122-5b:** A motion was made by Mr. Shocik and seconded by Ms. Provencher to renew the common victualler license for Wings & Co at 1072 Main Street for 2022. **Motion carries 5:0:0.**

**c. Right of First Refusal – Pine Street Land**

**Motion 041122-5c:** A motion was made by Ms. Provencher and seconded by Mr. Shocik to not exercise the Town's right of first refusal for the land on Pine Street. **Motion carries 5:0:0.**

**d. Becker Working Groups Update**

The Board discussed the signs for Bark Park, the educational group is at a standstill until an agreement is reached between the Select Board and the School Committee regarding the care, custody and control of the future high school buildings, research done on lifts to be installed and fire suppression systems.

**e. Discuss/Vote on Out-of-Town Recreation Fees**

**Motion 041122-5e:** A motion was made by Mr. Duggan and seconded by Ms. Provencher to adopt the out of town and pro/semi pro recreation fee schedule **Motion carries 5:0:0.**

**f. Request to Use Becker Turf Field – Evolution Field Hockey Club**

This item was passed over.

**g. Approval of Highway Department MOU**

**Motion 041122-5g:** A motion was made by Mr. Phillips and seconded by Mr. Shocik to approve the Highway Department MOU. **Motion carries 5:0:0.**

**h. Accept Senior Center Donation**

**Motion 041122-5h:** A motion was made by Mr. Duggan and seconded by Ms. Provencher to accept a \$500 check from the Camosse Family Foundation. **Motion carries 5:0:0.**

**i. Vote to Set the Annual Town Election for June 14<sup>th</sup>, 2022, from 12pm to 8pm in the Town Hall Gym**

**Motion 041122-5i:** A motion was made by Ms. Provencher and seconded by Mr. Shocik to set the Annual Town Election for June 14<sup>th</sup>, 2022 from 12pm-8pm in the Town Hall Gym. **Motion carries 5:0:0.**

**j. Discuss /Vote Ballot Questions – Annual Town Election**

**Motion 041122-5j:** A motion was made by Ms. Provencher and seconded by Mr. Duggan to add the ballot question associated with May Town Meeting Article 13 regarding appointing as opposed to electing Moose Hill Water Commissioners to the June Annual Town Election ballot. **Motion carries 5:0:0.**

**k. Discuss/Vote on Juneteenth as a Municipal Holiday for Town of Leicester**

This item was passed over.

**l. Discuss/Vote Surveying Contract – Tauper Land Survey**

**Motion 041122-5l:** A motion was made by Mr. Shocik and seconded by Ms. Provencher to authorize the Town Administrator to execute the surveying contract with Tauper Land Survey in the amount of \$28,500. **Motion carries 5:0:0.**

**m. Discuss/Vote on Use of ARPA Funding for Additional Equipment for New Fire Pumper - \$33,707**

**Motion 041122-5m:** A motion was made by Mr. Phillips and seconded by Ms. Provencher to approve the use of an additional \$33,707 in ARPA funding for equipment for the new fire pumper. **Motion carries 5:0:0.**

n. **Accept PD Donation**

**Motion 041122-5n:** A motion was made by Mr. Shocik and seconded by Ms. Provencher to accept a \$100 donation from Brenda and Robert Riopel to the Police Department. **Motion carries 5:0:0.**

**6. MINUTES**

a. **March 21, 2022**

b. **March 26, 2022**

**Motion 041122-6:** A motion was made by Ms. Provencher and seconded by Mr. Duggan to accept the minutes of March 21, 2022 and March 26, 2022. **Motion carries 5:0:0.**

**Motion 041122-7:** A motion to adjourn was made by Ms. Provencher and seconded by Mr. Duggan at 9:12pm. **Motion carries 5:0:0.**

**SELECT BOARD MEETING MINUTES**  
**April 20, 2022 AT 6:00 PM**  
**TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**CALL TO ORDER/OPENING**

Chair Antanavica called the meeting to order at 6:08 pm. Chair Rick Antanavica, Vice-Chair John Shocik, Second Vice-Chair Herb Duggan Jr., Selectman Dianna Provencher, Selectman Allen Phillips, Town Administrator David Genereux, DIS Director Alaa Abusalah, and Planning Board members Jim Reinke and Sharon Nist were in attendance. The Planning Board did not have a quorum.

**MBTA Communities Information Session**

Ms. Abusalah introduced Emily Glaubitz, Associate Planner at CMRPC, to discuss the Section 3A of Chapter 40A. Ms. Glaubitz explained the intent of the law, which was filed as House 5250, An Act Enabling Partnerships for Growth, which passed the Massachusetts Legislature in December of 2020, and was signed by Governor Baker in January of 2021. The act was passed to address the estimated shortage of up to 200,000 housing units across the state. Massachusetts has some of the highest and fastest growing housing prices in the nation. This act was passed to encourage the growth of multifamily housing across the state. Leicester is one of 175 communities subject to this new law. Ms. Glaubitz explained that lack of compliance with the law would result in the Town being ineligible to apply for funding through the Housing Choice Initiative, the Local Capital Projects Fund, and the MassWorks Infrastructure Program.

She then discussed the compliance required under section 3A of Chapter 40A. Draft guidelines are not related to 40B or a mandate to build new units. It allows multi family zoning as a right, defines reasonable size at 50 acres of land, with 25 contiguous acres, and no area of less than 5 acres will count towards the Town's acreage requirements under the new law. As the Town is adjacent community, the district must have a multi-family capacity of 10% of all housing units, which would be 437 multi-family units. The minimum gross density would be 15 units per acre, with a floor of 750 units in the district.

District must satisfy both unit capacity and gross density requirement. The district cannot age restrict, control size of units, number of bedroom or occupants. Location should be in a non-MBTA community a space near a village center, near a WRTA bus stop, or in an area where existing under-utilized facilities could be redeveloped.

Discussion centered on whether this was a mandate, or if there were any zoning controls that could be put in place. The number of houses that would be required as the floor was concerning. Ms. Glaubitz explained that the first step to stay in compliance and maintain eligibility for grant funding was to have this meeting, which would keep the Town in compliance until December of 2022. The next step would be for the Town to draft an action plan, stating that it is studying the law and considering sites for the zoning.

Board members inquired whether there was any available funding for this undertaking, and if there was consideration for strains on infrastructure and public services. Ms. Glaubitz explained that the legislation is so new, there is no telling what the final requirements of the law will be. But overall, if the Town is to participate, everything needs to be in place by December of 2024.

**Motion:** A motion to adjourn was made by Mr. Duggan and seconded by Mr. Shosik at 7:10 pm. **Motion carries 5:0:0.**