

PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: June 21, 2022

TIME: 6:00pm

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

REQUESTED BY: Kristen L. Forsberg, Assistant Town Administrator

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

<https://meet.goto.com/482615301>

-OR-

[\(571\) 317-3122](tel:5713173122); Access Code: 482-615-301

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

6:00pm - In Person Appointments

- a. Per Diem EMT – Mitchell Robbins
- b. Part Time Advanced EMT: Allison Plante
- c. Part Time EMT: Brian Dalton
- d. Full Time EMT: Caitlyn Mullins
- e. Full Time (40 Hr) Paramedic: Elizabeth Fitzgibbons
- f. Full Time (36 Hr) Paramedic: Mark Vitale

6:00pm – Public Hearing

- g. Flammable Storage License – 88 Huntoon Highway

6:15pm - Discuss/Vote on Host Community Agreement

- h. Hempest Delivery Service, 88 Huntoon Hwy

6:30pm – Ngrid/Verizon Pole Hearing

- i. South Street

6:45pm – Discuss/Vote

- j. In-Town Recreation Fees

7:00pm – Discuss/Vote

- k. ARPA Transfer/Approval of Change Order – Fire Station Stormwater Project

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

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

4. RESIGNATIONS & APPOINTMENTS

- a. Resignation – Department Assistant – Maureen Schur
- b. Resignation – Truck Driver/Laborer – Zachary St. Pierre
- c. FY23 Highway Promotions

- d. FY23 Board & Committee Reappointments
- e. FY23 Special Police Officer Appointments
- f. FY23 Agents to the Select Board & Constable Appointments
- g. FY23 Select Board Board/Committee & Liaison Positions

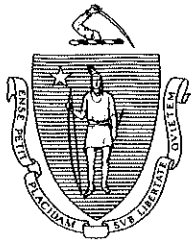
5. OTHER BUSINESS

- a. Senior Center Donation
- b. Set FY23 Select Board Meeting Dates

6. MINUTES

- a. June 6, 2022

ADJOURN



FP-002A
(Rev. 1.2018)

The Commonwealth of Massachusetts
City/Town of Leicester

Application For License

Massachusetts General Law, Chapter 148 §13

☒ New License ☐ Amended License

GIS Coordinates

LAT.

LONG.

License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 88 Huntoon Memorial Highway MAP 44 Lot A4.1
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: 88 Property Co LLC

Address of Land Owner: 88 Huntoon Memorial Highway Rochdale, MA 01542

Use and Occupancy of Buildings and Structures: Cannabis Cultivation + General warehouse

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, <u>cubic feet</u>	CONTAINER UST, AST, IBC, drums cylinders
<u>Compressed Natural Gas</u>	<u>2.1</u>	<u>1,605,000</u>		<u>cylinders</u>

Total quantity of all flammable liquids to be stored: - 0 -

Total quantity of all combustible liquids to be stored: - 0 -

Total quantity of all flammable gases to be stored: 1,605,000

Total quantity of all flammable solids to be stored: - 0 -

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers.
(See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 23.9

List sizes and capacities of all aboveground containers used for storage: Tank
C101 Room

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: _____

List sizes and capacities of all underground containers used for storage: _____

Total aggregate quantity of all LP-gas to be stored: _____

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class **1.3G**: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class **1.4G**: _____ Type/class of magazine used for storage: N/A

❖ Maximum amount (in pounds) of Class **1.4**: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class **1.1**: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class **1.2**: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class **1.3**: _____ Number of magazines used for storage: N/A

❖ Maximum amount (in pounds) of Class **1.4**: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class **1.5**: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class **1.6**: _____ Number of magazines used for storage: _____

I, Tim Fontaine, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature [Signature] Date 5-24-22 Name Tim Fontaine

Fire Department Use Only

I, _____, Head of the _____ Fire Department endorse this application with my

☐ Approval ☐ Disapproval

Signature of Head of the Fire Department

Date

Recommendations: _____

**PLAN SHOWING EXISTING BUILDING
AND CONCRETE PADS
PREPARED FOR
ECO HOLDINGS, LLC
88 HUNTOON MEMORIAL HIGHWAY
LEICESTER, MASSACHUSETTS
JUNE 3, 2022**

SCALE: 1 INCH = 150 FEET

1. THIS PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE FINDINGS SUCH A REPORT MIGHT DISCLOSE.

2. THIS PLAN HAS NOT BEEN PREPARED FOR RECORDING PURPOSES.

3. THE LICENSED MATERIAL CONTAINS VALUABLE PROPRIETARY INFORMATION BELONGING EXCLUSIVELY TO JARVIS LAND SURVEY, INC. THE LICENSED MATERIAL AND THE INFORMATION CONTAINED THEREON ARE COPYRIGHTED INSTRUMENTS OF PROFESSIONAL SERVICES AND SHALL NOT BE USED, IN WHOLE OR IN PART, FOR ANY PROJECT OTHER THAN THAT FOR WHICH THEY WERE CREATED, WITHOUT THE EXPRESS WRITTEN CONSENT OF JARVIS LAND SURVEY, INC. YOU AGREE NEVER TO REMOVE ANY NOTICES OF COPYRIGHT, NOR TO REPRODUCE OR MODIFY THE LICENSED MATERIAL.

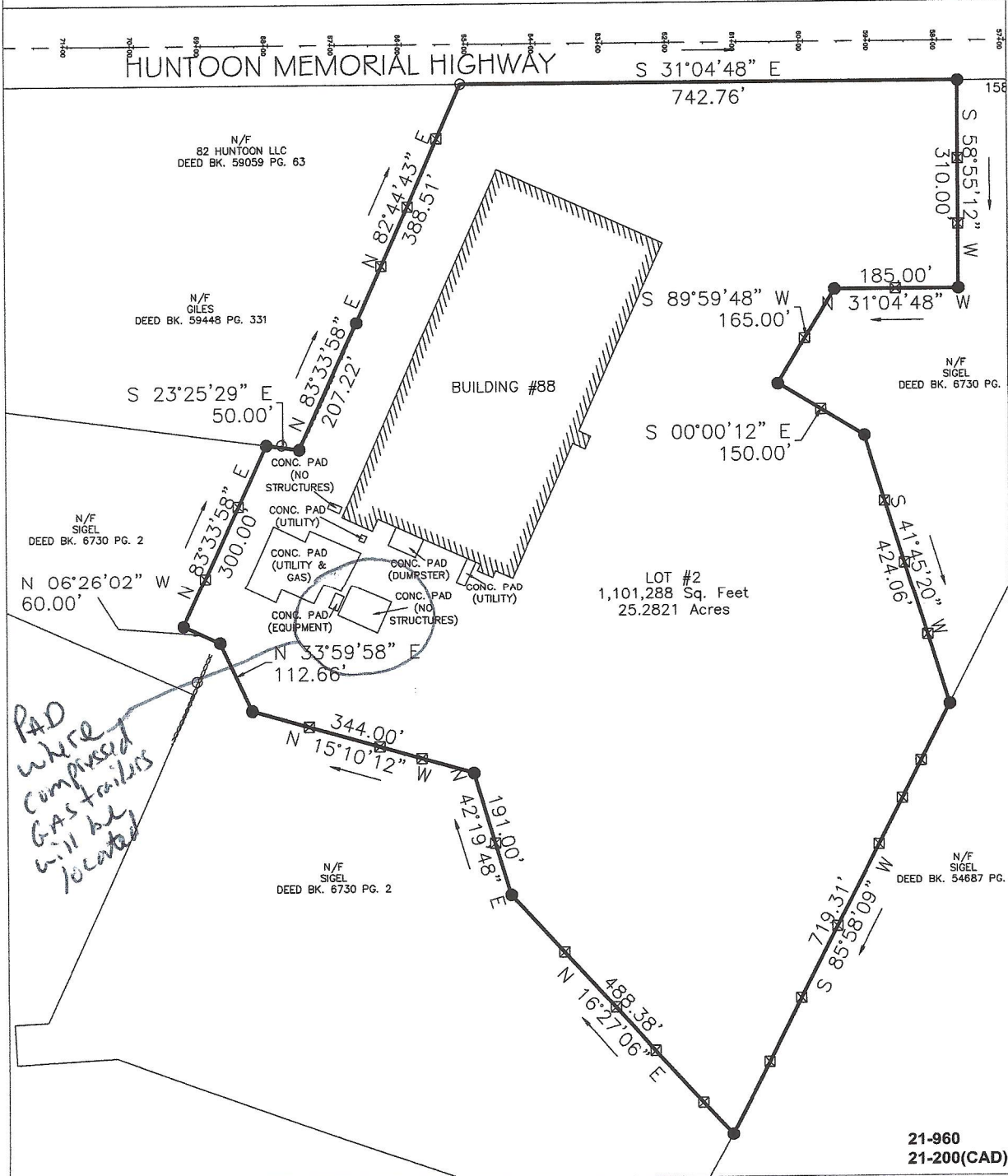
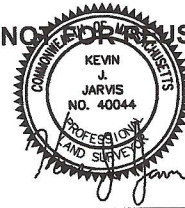
JARVIS LAND SURVEY, INC
29 GRAFTON CIRCLE
SHREWSBURY, MA 01545
TEL. (508) 842-8087
FAX. (508) 842-0661
EMAIL: KEVIN@JARVISLANDSURVEY.COM

*THE SURVEYOR RETAINS COPYRIGHT TO THE PLAN OF SURVEY, AND RE-USE OF THIS PLAN IS NOT ALLOWED WITHOUT PERMISSION FROM THE SURVEYOR.

**ASSESSORS MAP 44
LOT A4**

6-3-2022

***NOT FOR REUSE**



Part I ADMINISTRATION OF THE GOVERNMENT**Title XX** PUBLIC SAFETY AND GOOD ORDER**Chapter 148** FIRE PREVENTION**Section 13** LICENSES FOR LAND FOR EXPLOSIVES AND INFLAMMABLE MATERIALS; CERTIFICATE OF APPROVAL; RECORD; CERTIFICATE OF REGISTRATIONS; FEES; REPLACEMENTS AND ALTERATIONS OF, AND REGULATIONS FOR BUILDINGS; EXPLOSION HAZARD; APPEALS TO MARSHAL

Section 13. No building or other structure shall, except as provided in section fourteen, be used for the keeping, storage, manufacture or sale of any of the articles named in section nine, unless the local licensing authority shall have granted a license to use the land on which such building or other structure is or is to be situated for the aforementioned uses, after a public hearing, notice of the time and place of which hearing shall have been given, at the expense of the applicant, by the clerk of the city or of the local licensing authority, by publication, not less than seven days prior thereto, in a newspaper published in the English language in the city or town wherein said land is situated, if there is any so published therein, otherwise in the county in which such city or town lies, and also by the applicant by registered mail, not less than seven days prior to such hearing, to all owners of real estate abutting on said land or directly opposite said land on any public or private street as they appear on the

most recent local tax list at the time the application for such license is filed, and unless the application for such license shall have endorsed thereon the certificate of approval or disapproval of the head of the fire department. Such license shall be recorded in the office of the city or town clerk, and it shall, from the time of the granting thereof by the licensing authority, be deemed a grant attaching to the land described therein and as an incident of ownership thereof running with the land and shall not be deemed to be merely a personal privilege. Any license granted hereunder, or any license for the keeping, storage, manufacture or sale of any of the articles named in section nine, granted prior to July first, nineteen hundred and thirty-six, including any license reinstated and continued by the marshal as herein provided, shall remain in force unless and until revoked as hereinafter provided. Any such license granted hereunder shall be subject to such conditions and restrictions as may be prescribed in the license by the local licensing authority, which may include a condition that the license be exercised to such extent and within such period as may be fixed by such authority.

The owner or occupant of said land licensed as herein provided, and the holder of any license for the keeping, storage, manufacture or sale of any of the articles named in section nine, granted prior to July first, nineteen hundred and thirty-six, including any license reinstated and continued by the marshal as herein provided, shall annually, on or before April thirtieth, file with the clerk of the city or town where such license is to be or has been exercised, or in Boston, with the fire commissioner, or in Cambridge, with the board of license commissioners, a certificate of registration setting forth the name and address of the holder of such license; provided, that no certificate of registration shall be required for any building used as a garage for storing not more than three vehicles,

when once used under such a license. The board may by regulation prescribe the amount of any of the articles named in section nine that may be kept in a building or other structure without a license and registration, or either of them. Such fee as may be established from time to time by ordinance or by-law may be charged for any such license, registration or certificate of the head of the fire department, respectively.

Every license granted under this section, and every certificate of registration filed under this section, shall be deemed to be granted or filed upon condition that if the land described in the license ceases to be used for the aforementioned uses, the holder of the license shall within three weeks after such cessation eliminate, in accordance with rules and regulations of the board, all hazardous conditions incident to such cessation. If the holder of the license fails so to eliminate such conditions, the local licensing authority may eliminate such conditions; and a claim for the expense incurred by the local licensing authority in so doing shall constitute a debt due the city or town upon the completion of the work and the rendering of an account therefor to the holder of the license, and shall be recoverable from such holder in an action of contract. Said debt, together with interest thereon at the rate of six per cent per annum from the date said debt becomes due, shall constitute a lien on said land if a statement of claim, signed by the local licensing authority, setting forth the amount claimed without interest is filed, within ninety days after the debt becomes due, with the register of deeds for record or registration, as the case may be, in the county or in the district, if the county is divided into districts, where the land lies. Such lien shall take effect upon the filing of the statement aforesaid and shall continue for two years from the first day of October next following the date of such filing. Such lien may be dissolved by filing with the register of deeds for record or registration,

as the case may be, in the county or in the district, if the county is divided into districts, where the land lies, a certificate from the collector of the city or town that the debt for which such lien attached, together with interest and costs thereon, has been paid or legally abated. Such collector shall have the same powers and be subject to the same duties with respect to such claim as in the case of the annual taxes upon real estate; and the provisions of law relative to the collection of such annual taxes, the sale or taking of land for the non-payment thereof, and the redemption of land so sold or taken shall apply to such claim.

The marshal may, upon application and after a public hearing, reinstate and continue in force and effect any license granted prior to July first, nineteen hundred and thirty-six, for the keeping, storage, manufacture or sale of any of the articles named in said section nine, irrespective of the extent of the use and occupancy of buildings or other structures made or had under said license prior to the date of such reinstatement and continuance, anything in the provisions of this chapter to the contrary notwithstanding, unless prior to such reinstatement and continuance said license has been revoked for cause or the marshal shall have determined that a fire or explosion hazard would result from the exercise of such license. The marshal shall give written notice of such application, and of the date of the hearing thereon, to the head of the fire department of the city or town wherein is situated the land to which such application relates and shall, after such hearing, notify in like manner the clerk of such city or town of the action taken on such application.

Any license granted hereunder between July first, nineteen hundred and thirty-six and August seventeenth, nineteen hundred and fifty-one, both dates inclusive, not exercised for a period of at least three years, may be

revoked by the local licensing authority after notice and hearing given to the owner or occupant of the land licensed.

When a fire or explosion hazard exists or is liable to exist due to the exercise of such license, the marshall or the head of the fire department, shall issue an order to the licensee to cease and desist in the exercise of such license and said marshall or said head of the fire department shall direct that reasonable measures to insure safety to the public be undertaken at the expense of the holder of such license.

Any license granted hereunder or any license for the keeping, storage, manufacture or sale of any of the articles named in section nine, granted prior to July first, nineteen hundred and thirty-six, including any license reinstated and continued by the marshal as herein provided, may be revoked for cause, after notice and a hearing given to such owner or occupant, by the local licensing authority or by the marshal. Any building or structure erected or maintained under any of the aforementioned licenses shall always be subject to such replacements and alterations in construction and to such regulations of its use in respect to protection against fire or explosion as the board may prescribe.

Any person aggrieved by the granting of a license hereunder on the ground that the exercise thereof would constitute a fire or explosion hazard may, within ten days after the granting thereof, appeal to the marshal who, after notice and hearing, shall finally determine whether such a hazard would result. If, in his opinion, such a hazard would result, he shall notify the authority granting the license, and such notice when received by such authority shall constitute a revocation of such license

and no further license for the same or similar use of the same land shall be granted within one year after the receipt by such authority of such notice.

**TOWN OF LEICESTER
AND
THE HEMPEST, 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 21st day of June, 2022 by and between **The Hempest, LLC** (the “**Operator**”) a Massachusetts limited liability company, whose principal address is 1953 Dorchester Avenue, Dorchester, MA 02124 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 William Miller, 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 The Hempest, LLC:

Rick Antanavica
Chair

By: Dexter G. Miller
Its: Authorized Representative

John Shocik
Vice Chair

Herb Duggan Jr.
Second Vice Chair

Dianna Provencher
Member

Allen R. Phillips Sr.
Member



Town of Leicester

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

June 8, 2022

Telegram & Gazette
20 Franklin St
Worcester, MA 01608

Attn: Legal Advertising Department

Please place the following legal advertisement in the next available date of publication for one day only. Forward tear sheet and invoice to the address listed below. Thank you.

Kristen L. Rubin

LEICESTER BOARD OF SELECTMEN ACCOUNT

3 Washburn Square
Leicester MA 01524

rubink@leicesterma.org

**Notice of Public Hearing
Petition for Joint or Identical Pole Locations
South Street in Leicester**

The Leicester Select Board will hold a public hearing to consider a Petition for Joint or Identical Pole Locations on South Street in Leicester. The hearing will be held on June 21, 2022, at 6:30pm in the Select Board Conference Room, Lower Level, 3 Washburn Square, Leicester, MA, or virtually using GoToMeeting. Members of the public can attend electronically by visiting <https://meet.goto.com/482615301> or by calling (571) 317-3122 and entering access code 482-615-301. Comments may be sent to selectboard@leicesterma.org prior to June 21, 2022 at noon. Contact the Town Administrator's Office at 508-892-7077 for more information, including the proposed plans.



June 3, 2022

Town of Leicester

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit please contact:

Please notify National Grid's Vincent LoGuidice of the hearing date / time.

If this petition meets with your approval, please return an executed copy to each of the above named Companies.

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845. Phone 978-725-1392.

Very truly yours,

A handwritten signature in blue ink that reads "Pat Cody".

Patrick Cody
Supervisor, Distribution Design

Enclosures

Questions contact – Robert Williams 978-399-6750

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Leicester, Massachusetts

Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

South St - National Grid to install 2 JO Poles and Remove 2 JO Poles on South St beginning at a point approximately 656 feet south of the centerline of the intersection of North Ct and South St and continuing approximately 158 feet in a south direction. Replacing P1 on South St. Removing P2, and installing new P2, 9' north of original location.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – South St - Leicester - Massachusetts.

No. 30570740 May 3, 2022

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a National Grid
BY Pat Cody
Engineering Department

VERIZON NEW ENGLAND, INC.
BY _____
Manager / Right of Way

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - Leicester, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 3rd day of May, 2022.

All construction under this order shall be in accordance with the following conditions:
Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – South St - Leicester - Massachusetts.

No. 30570740 Dated May 3, 2022. Filed with this order

There may be attached to said poles by Massachusetts Electric Company d/b/a National Grid and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

South St - National Grid to install 2 JO Poles and Remove 2 JO Poles on South St beginning at a point approximately 656 feet south of the centerline of the intersection of North Ct and South St and continuing approximately 158 feet in a south direction. Replacing P1 on South St. Removing P2, and installing new P2, 9' north of original location.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of _____, Massachusetts held on the _____ day of _____ 20__.

Massachusetts City/Town Clerk.
20__

Received and entered in the records of location orders of the City/Town of _____
Book _____ Page _____

Attest:

City/Town Clerk

I hereby certify that on 20 , at o'clock, M
at a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and
that we mailed at least seven days before said hearing a written notice of the time and place of said
hearing to each of the owners of real estate (as determined by the last preceding assessment for
taxation) along the ways or parts of ways upon which the Company is permitted to erect
poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of
hearing with notice adopted by the of the City of
Massachusetts, on the day of 20 , and recorded with the
records of location orders of the said City, Book , Page . This certified copy
is made under the provisions of Chapter 166 of General Laws and any additions thereto or
amendments thereof.

Attest:
City/Town Clerk

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - Leicester, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 3rd day of May, 2022.

All construction under this order shall be in accordance with the following conditions:
Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – South St - Leicester - Massachusetts.

No. 30570740 Dated May 3, 2022. Filed with this order

There may be attached to said poles by Massachusetts Electric Company d/b/a National Grid and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

South St - National Grid to install 2 JO Poles and Remove 2 JO Poles on South St beginning at a point approximately 656 feet south of the centerline of the intersection of North Ct and South St and continuing approximately 158 feet in a south direction. Replacing P1 on South St. Removing P2, and installing new P2, 9' north of original location.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of _____, Massachusetts held on the _____ day of _____ 20__.

Massachusetts

City/Town Clerk.

20__

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Attest:

City/Town Clerk

I hereby certify that on _____, 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and
that we mailed at least seven days before said hearing a written notice of the time and place of said
hearing to each of the owners of real estate (as determined by the last preceding assessment for
taxation) along the ways or parts of ways upon which the Company is permitted to erect
poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

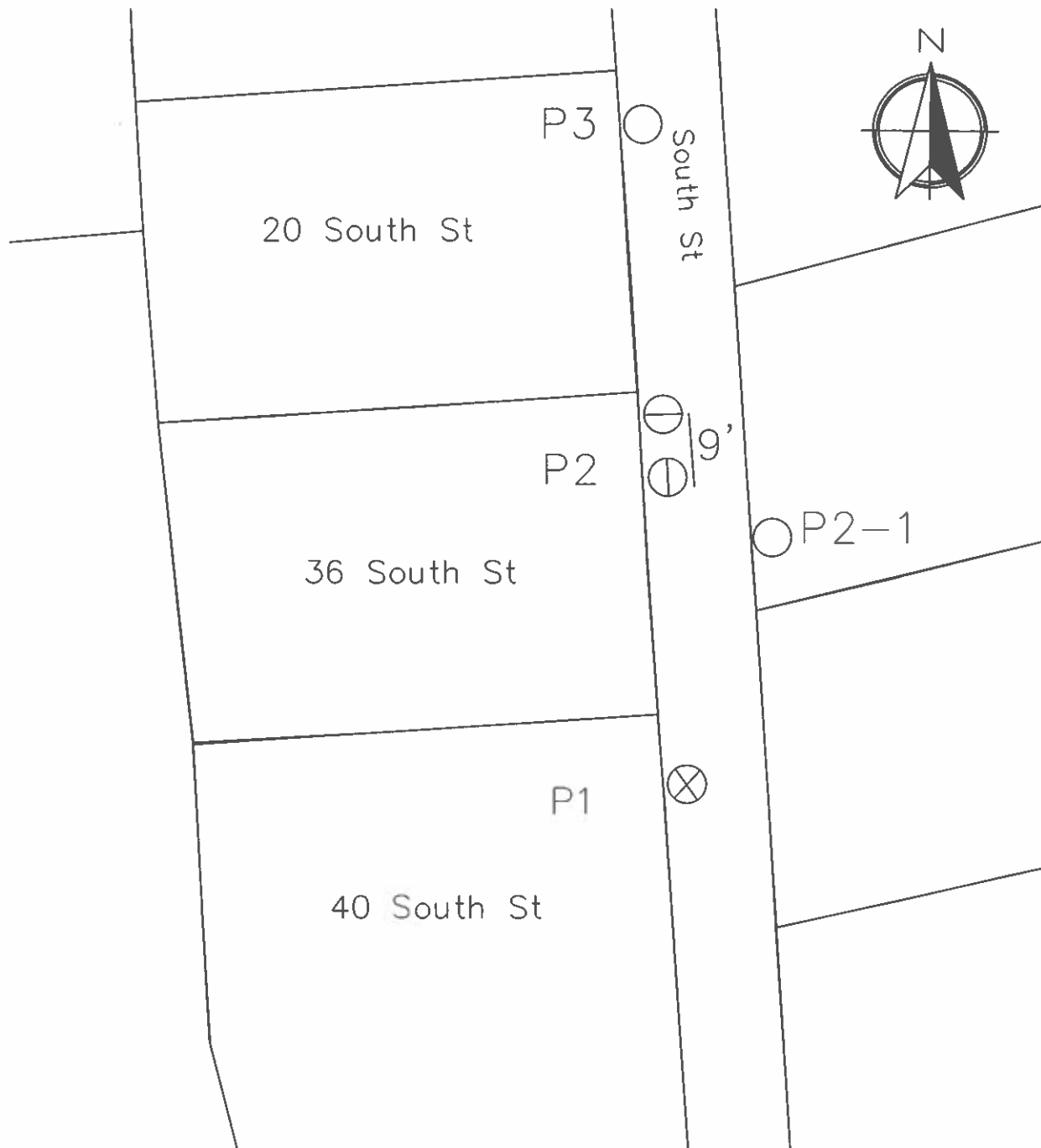
.....
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.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of
hearing with notice adopted by the _____ of the City of
Massachusetts, on the _____ day of _____, 20____, and recorded with the
records of location orders of the said City, Book _____, Page _____. This certified copy
is made under the provisions of Chapter 166 of General Laws and any additions thereto or
amendments thereof.

Attest:
City/Town Clerk



LEGEND

- | | |
|-----------------------------------|-------------------------------|
| ⊗ Existing JO Pole to be Replaced | ⊖ Proposed new Pole Location |
| ○ Existing JO Pole | ⊕ Existing Pole to be removed |

Petition Sketch

36 South St

Cherry Valley, MA

Date: 5/2/22

Designer: WILLR5

W/R: 30570740

nationalgrid



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

June 14, 2022

Notice of Public Hearing
Petition for Joint or Identical Pole Locations
South Street in Leicester
June 21, 2022 at 6:30pm

Dear Abutter:

The Leicester Select Board will consider the enclosed Petition for Joint or Identical Pole Locations on South Street in Leicester on June 21, 2022 at 6:30pm. You are receiving this notice because you are an abutter to the proposed location(s).

You are welcome to attend the hearing and speak to this matter. The hearing will be held in the Select Board Conference Room, Lower Level, 3 Washburn Square, Leicester, MA. Members of the public can also attend virtually by visiting: <https://meet.goto.com/482615301> or by calling (571) 317-3122 and entering access code 482-615-301.

Comments may be sent to selectboard@leicesterma.org prior to June 21, 2022 at noon.

Should you have any questions or concerns, please contact our office at 508-892-7077.

Sincerely,

Kristen L. Rubin

Kristen L. Rubin
Assistant Town Administrator

Proposed Fee Schedules

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

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

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



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

June 16, 2022

To: Select Board

From: David Genereux, Town Administrator

RE: ARPA Transfer and change order request – Fire Station Retention Pond project

The Fire Station retention pond project is now complete. The system is fully installed, and has been working fine, by all accounts.

The Board will recall that the Town used a settlement of \$560,000 from the Fire Station project architect and OPM to fund design changes to the ponds onsite, as well as to construct a connection to the stormwater system on Warren Avenue. There were also costs associated with rebuilding that system to enable it to take additional flowage and having it outfall on a property abutting Sargent's Pond on Gleason Way.

There had been discussion about using Chapter 90 funding to make up the difference between the settlement and the projected contract costs. The Board opted to use ARPA funds, with an amount to be determined when the project was completed.

With all actual and estimated costs calculated, the total project costs (Excluding costs funded through the legal budget) is \$1,010,673.96. After subtracting the settlement funds, the remaining balance to be paid through ARPA funding is \$450,673.96. If this amount remains unchanged, the purpose of this memo is to ask the Board to approve a transfers

There is one issue however, that needs further discussion by the Board. The construction contract awarded to Cibotti was for \$867,870.10. Total billed by Cibotti is \$965,929.32, a difference of \$98,059.22. There are three change orders listed on the final invoice for payment, which has not been processed for payment. Change orders such as this are normally approved by the Board for payment, but it did not happen in this case.

I have spoken with Luke Boucher of VHB, our engineer on this project, and he is going to work with Ben Cibotti to fully identify this change orders and potentially adjust them where possible. There were two additional access points to the system added, and there were complications with existing installed pipes. Also, as we have been discussing generally, costs for materials have been increasing.

While it is understandable that in the light of these complications, it is reasonable to assume that there would be change orders attached to the project. But not submitting them in advance for approval is a breach of contracting standards. I have asked Luke, and potentially others from Cibotti to attend the meeting to speak with the Board about this issue.

Please contact me with any questions.

Contractor's Application for Payment No. 3

Application Period: April 1 2022 to May 31, 2022		Application Date: 6/1/2022
To (Owner): Town of Leicester	From (Contractor): N. Cibotti, Inc.	Via (Engineer): VHB Engineers
Project: Leicester Fire & EMS Headquarters Stormwater Improvement Project	Contract: Contract No. 1	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$23,749.79	
2	\$8,090.08	
Balancing / Adjust CO	\$66,219.35	
TOTALS	\$98,059.22	
NET CHANGE BY CHANGE ORDERS	\$98,059.22	

1. ORIGINAL CONTRACT PRICE.....	\$	\$867,870.10
2. Net change by Change Orders.....	\$	\$98,059.22
3. Current Contract Price (Line 1 ± 2).....	\$	\$965,929.32
4. TOTAL COMPLETED AND STORED TO DATE (Column H total on Progress Estimates).....	\$	\$965,929.32
5. RETAINAGE:		
a. X Work Completed.....	\$	
b. X Store Material.....	\$	
c. Total Retain #REF!	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$965,929.32
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$639,789.57
8. AMOUNT DUE THIS APPLICATION.....	\$	\$306,139.75
9. BALANCE TO FINISH, PLUS RETAINAGE (Column J total on Progress Estimates + Line 5.c above).....	\$	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: 
 By: Benjamin R. Gibson Jr. Date: 6-1-2022

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: N/A N/A
 Funding or Financing Entity (if applicable) (Date)

Genereux, David

From: Luke Boucher <lboucher@vhb.com>
Sent: Thursday, June 16, 2022 3:05 PM
To: Genereux, David
Cc: Ben Cibotti
Subject: Review of Application for Payment #3 - Leicester Fire & EMS HQ Stormwater Improvements

Hi David,

As discussed, the total exceeds the contract value by \$98,059.22, primarily due to the following unforeseen field conditions:

1. Change Order No. 1: Unforeseen field conditions at the intersection of Warren Ave and Gleason Way
 - Existing 6" water main was very shallow (3'-7" of cover, typically 5') - encountered on 11/4/2021
 - Contractor and Engineer discussed potential solutions on 11/4 and 11/5
 - Reconfiguration of proposed system layout was required to address
 - Additional time, manholes, excavation, test pits, etc. required to address
 - Email from VHB to Contractor/Town with sketch issued 11/5/2021 (total cost of change was not determined at that time)
 - Weekly Project Update email from Contractor to Town on 11/5/2021 describing conflict, change order work, and progress
 - Work completed 11/10/2021
 - Existing 6" clay sewer main was not where marked - encountered on 11/10/2021
 - Additional reconfiguration of proposed system layout was required to address
 - Additional time, excavation, test pits, etc. required to address (no additional manholes)
 - Weekly Project Update email from Contractor to Town on 11/12/2021 describing conflict, change order work, and progress (total cost of change was not determined at that time)
 - Work completed by 11/16/2021
 - Cost of additional manholes, stone bedding, backfill, etc. approved 12/19/2021 as part of Pay Req 1 (\$23k)
 - Lost time, test pits, etc. approved 4/1/2022 as part of Pay Req 2 (~\$23.7k)
 - **Total Cost: ~\$46.7k (only listed as \$23.7k on cover page)**
2. Change Order No. 2: Unforeseen field conditions at the pipe discharging from below the northwest corner of the building
 - Pipe from under building was several feet lower than indicated on the original design plans for the building - discovered on 4/15/2022
 - Investigation/research were required by Contractor and Engineer to determine feasibility of chasing it back to the building or rerouting pipe
 - Additional time, trench excavation test pits, pipe/bends, excavation, etc. required to address
 - Email and Site Visit Report on 4/22/2022 from VHB to Town/Contractor describing the issue and required site plan revisions (total cost of change was not determined at that time)
 - Email for Bulletin 2 issued by VHB on 4/22/2022 with revised plans and description of the issue and plan changes
 - Cost of additional 8" PVC pipe and bends submitted as part of Pay Req 3 (\$15.5k)
 - Lost time, test pits, etc. approved 4/1/2022 as part of Pay Req 2 (~\$8.1k)
 - **Total Cost: ~\$23.6k (only listed as \$8.1k on cover page)**
3. Line Item Overages
 - a. Additional time, pipe, excavation, etc. required to relocate the unforeseen roof drain discharging from #5 Gleason Way
 - b. Wider trench widths required in areas of rock excavation

- i. Additional crushed stone for pipe bedding
 - ii. Additional dense-graded crushed stone for pavement subbase
 - iii. Additional trench pavement patch
- c. Additional thickness of dense-graded crushed stone for pavement subbase requested by Leicester Highway
- d. Quantities for these pay items are all based on trucking slips submitted by the Contractor
 - i. VHB's contract was for part-time construction oversight with only limited on-site observations (weekly)
 - ii. Per contract "As VHB's on-site presence will be limited during construction, validation of quantities for payment will be limited to items that do not require measurement during construction."
 - iii. As a result, we essentially need to accept the quantities based on the submitted trucking slips
- 4. Review of Pay Req 2 (submitted 4/1/2022)
 - a. VHB reviewed the reported line item overages (~\$48.6k)
 - b. It appeared that these overages would be offset by a few items that were value engineered out (\$48.5k for forebay pavers and reuse of existing riprap) to reduce the overall project cost
- 5. Review of Pay Req 3 (submitted 6/10/2022)
 - a. Additional \$27.7k in line item overages unrelated to Change Orders 1 and 2
 - b. Contractor currently looking to reduce quantity for loam borrow, may be able to reduce overage by ~\$4k-\$5k

Please let us know if you have any questions or if you'd like to discuss.



Luke Boucher, PE, LEED AP BD+C, ENV SP
Senior Water Resources Engineer



P 617.607.6272
www.vhb.com

120 Front Street
Suite 500
Worcester MA 01608

This communication and any attachments to this are confidential and intended only for the recipient(s). Any other use, dissemination, copying, or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify us and destroy it immediately. Vanasse Hangen Brustlin, Inc. is not responsible for any undetectable alteration, virus, transmission error, conversion, media degradation, software error, or interference with this transmission or attachments to this transmission.

Vanasse Hangen Brustlin, Inc. | info@vhb.com

Balance	(132,410.94)
Ciboti #3	(306,139.75)
VHB	(2,500.00)
VHB	(2,200.27)
22 Warren	(4,264.00)
5 Gleason	(3,159.00)
ARPA Transfer	(450,673.96)

Settlement	560,000.00
Total Project Cost	1,010,673.96
Difference	(450,673.96)

Breakdown	
VHB	36,457.64
Cibotti	965,929.32
Land Taking	7,423.00
Detail	864.00
Total	1,010,673.96



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

June 21, 2022

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

The following is a report on the general activities of the Town Administrator through June 16, 2022.

Becker College

- Transferred all of the National Grid electrical accounts over to TOL JD
- Repair of the Fuller Campus Center/Dance Studio HVAC malfunction JD
- Creating digital copies of Becker plans for various engineers and SB JD
- Worked with Pete's Electric on upgrading panels at Marsh Hall as required by insurance KR
- Met with Becker surveyors; current property lines confirmed; discussed options for subdivision of property; They will work on establishing new property lines for review by Town Counsel and the Select Board DG
- Worked on marketing plan and initial date for auctions of Becker Victorian houses; currently set for September 14, 2022 DG
- Had discussions with the Health Department and School Administration for use of Marsh Hall by the Health Department for the near term; as funding to convert the building to School use is likely not available DG

Economic Development/Businesses

- Worked with G&L Auto Sales on relocating their business to 803 Main Street KR
- Worked on a transfer of ownership for Regal Nails inside of Walmart KR
- Confirmed that Ngrid will be upgrading gas mains on Old Main in Fall 2022; the highway department Main Street project will be held until after these upgrades KR

Citizen issues

- Set meeting with a resident with concerns about the Middle School move DG

Grants

- Worked to complete the PARC/Shared Winter Streets grant project at Towtaid including repaving courts, new fencing, ADA parking, and curbs/sidewalks. All that remains are the installation of basketball poles, backboards, hoops, court striping, tennis nets and the pickleball wall KR, DG
- Met with CMRPC to discuss CDBG grant payment process
- Worked with Jan Parke to submit a worksheet to DEP on the Town's recycling program which will result in the Town receiving additional annual recycling funding (amount TBD). This is the first year the Town will be receiving these funds KR
- Worked with Joe Lennerton on expenditure and closeout of the Swan Tavern State earmark funds KR
- Prepared and submitted closeout report for the Shared Winter Streets Grant for Towtaid Park KR

- Prepared and submitted quarterly PARC grant report for Towtaid Park KR
- Worked with Linda Colby on potential grant opportunities for Town Hall generator KR

Meetings/Events

- Met with Cheryl Cooney and Paul Fontaine regarding ARPA funds for community service organizations DG, KR
- Met with Guardian Energy regarding lighting and energy upgrades to Town buildings including Becker DG, KR
- Led a community outreach meeting for proposed marijuana delivery service Hempest KR
- Met with the State police regarding the use of Becker for training KR
- Attended Select Board/School Committee Meeting DG

Financial/Budgetary

- Started preparations for appropriation at the Fall Town Meeting DG

Human Resources

- Posted 3 positions: Highway Department Assistant, Highway Truck Driver/Laborer and Regional Health Officer KR
- Attended online Civil Service appeal pre-hearing DG

Misc.

- Continued working on the FY23 Reappointment process KR
- Worked on support letters for the civil service legislation KR

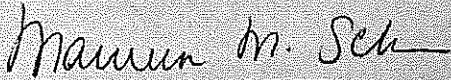
June 14, 2022

Dear Mr. Genereux,

This letter serves as my resignation notice. My last day of employment with the Leicester Highway Department will be Friday, June 24, 2022.

Thank you for the opportunity to serve the residents of Leicester. I have learned a great deal in my time with the town.

Regards,

A handwritten signature in cursive script that reads "Maureen M. Schur". The signature is written in dark ink and is positioned above the printed name.

Maureen M. Schur

Town Of Leicester
3 Washburn Sq
Leicester, MA 01524

To whom it may concern,

Please accept this letter as a notice of my resignation from my position as truck driver/laborer at the Leicester Highway Department. My last day of employment will be June 23, 2022.

Though I enjoyed my time here I have been offered a position that better suits my skill set and future goals, therefore it is too great to decline.

I greatly appreciate the opportunity and wish you all well in the future, and hope to stay in touch.

Sincerely,

Zachary C. St. Pierre



Town of Leicester
Highway Department
59 Peter Salem Rd
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7021 Fax: (508) 892-7058
www.leicesterma.org

Dennis Griffin
Superintendent

To: David Genereux, Town Administrator
Select Board

From: Brian Knott *BK*
Highway Foreman

Date: June 14, 2022

Subj: Promotions FY23

Per our conversation the following positions will be filled per the union contract.

- 1 Mechanic- Eric Bulak
- 2 Light Equipment Operators (LEO)- William Burt and Anthony Dube
- 1 Heavy Equipment Operator (HEO)- Michael McCormick

If you have any questions please do not hesitate to call

Inquiry Reponse Yes

Board Name

AGRICULTURAL COMMISSION

* AGRICULTURAL COMMISSION

ANIMAL CONTROL OFFICER

Architectural District Commission

* Architectural District Commission

CENTRAL MASS RESOURCE RECOVERY COMMITTEE

CHIEF PROCUREMENT OFFICER

CIPC - THREE YEAR TERMS

CODE INSPECTION SERVICES

* CODE INSPECTION SERVICES

* CODE INSPECTION SERVICES

CODE INSPECTION SERVICES

CONSERVATION COMMISSION

CONSERVATION COMMISSION

CONSTABLES

CONSTABLES

CONSTABLES

CONSTABLES

CONSTABLES

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* COUNCIL ON AGING

ECONOMIC DEVELOPMENT COMMITTEE

* ECONOMIC DEVELOPMENT COMMITTEE

HEALTH INSURANCE ADVISORY COMMITTEE

HEALTH INSURANCE ADVISORY COMMITTEE

AppName

Heidi Cooper

Matthew M Soojian

Patricia Dykas

Joseph D Lennerton, III

Kathleen M Wilson

David Genereux

David Genereux

Kurt Parliment

John P Dolen

John Markley

Matthew Poce

Ronald Valinski, Jr.

James A Cooper

JoAnn Schold

Kenneth Antanavica

Matthew Brady

Frank Bulman,III

Paul Doray

Michael Fontaine

Craig Guertin

Gregory J Kemp

Alexander Samia

Barbara Paszuk

Jane S Todd

Ann Marie Walsh-Pierozzi

Erik Duane Lerdal

Adam J Menard

William I Burt Jr

Elizabeth A Cooper

Board Name

HEALTH INSURANCE ADVISORY COMMITTEE

HEALTH INSURANCE ADVISORY COMMITTEE

HEALTH INSURANCE ADVISORY COMMITTEE

HEALTH INSURANCE ADVISORY COMMITTEE

HISTORICAL COMMISSION

KEEP LEICESTER GREEN COMMITTEE

MEMORIAL DAY COMMITTEE

* MEMORIAL DAY COMMITTEE

* MEMORIAL DAY COMMITTEE

MEMORIAL DAY COMMITTEE

PARKING & TICKETS HEARING OFFICER

* PARKS & RECREATION COMMITTEE

PARKS & RECREATION COMMITTEE

PARKS & RECREATION COMMITTEE

* RECYCLING COMMITTEE

RECYCLING COMMITTEE

RECYCLING COMMITTEE

* RECYCLING COMMITTEE

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RECYCLING COMMITTEE

RECYCLING COMMITTEE

* RECYCLING COMMITTEE

RIGHT -TO-KNOW OFFICER

TOWN COUNSEL

VETERANS' GRAVES REGISTRATION OFFICER

ZONING BOARD

ZONING BOARD OF APPEALS-ALTERNATES

AppName

Kimberly Ferdella

Judith C Ivel

Diane L Moffat

Betsy Olivo

J. Donald Lennerton, Jr.

Janice M Parke

J. Donald Lennerton, Jr.

Mark B McCue

Patrick M McKeon

Bruce W Swett

Gwendolyn Wilcox

Paul A Fontaine

Nancy Ortiz

Joanne Petterson-Bernier

Rebecca Benoit

James T Buckley

Arthur F Croteau, Jr.

Ruth L Kaminski

Barbara E Knox

John Marengo

Sharon J Nist

David C Parke

Janice M Parke

Kurt Parliament

Maureen A Whitney

Sandra M Wilson

David Genereux

Petrini & Associates

Bruce W Swett

James A Reinke

Richard D Johnston

Inquiry Reponse No Response

Board Name

AGRICULTURAL COMMISSION

AGRICULTURAL COMMISSION

BY-LAW COMMITTEE

CODE INSPECTION SERVICES

CODE INSPECTION SERVICES

CODE INSPECTION SERVICES

ECONOMIC DEVELOPMENT COMMITTEE

ECONOMIC DEVELOPMENT COMMITTEE

HISTORICAL COMMISSION

MEMORIAL DAY COMMITTEE

MEMORIAL DAY COMMITTEE

PARKS & RECREATION COMMITTEE

PARKS & RECREATION COMMITTEE

PARKS & RECREATION COMMITTEE

PARKS & RECREATION COMMITTEE

PARKS & RECREATION COMMITTEE

RECYCLING COMMITTEE

RECYCLING COMMITTEE

RECYCLING COMMITTEE

RECYCLING COMMITTEE

RECYCLING COMMITTEE

RECYCLING COMMITTEE

RECYCLING COMMITTEE

AppName

Kim L Miczek

Suzanne Sears

Marjorie A Cooper

Duane G. Amos

Matthew McCue

Kevin Ouelette

Joshua Campbell

Rich Jenkins

Jason D Grimshaw

Paul Lemerise

Matthew Thompson

Jessica Margadonna

Leonard G Margadonna

Robert P Pingeton

Joseph J Richardson

Suzanne Sears

Douglas A Belanger

Patricia Daige-Langlois

Joseph J Richardson

Suzanne Sears

Gregory Stephanos

Brian P Whitney

Carl E Wicklund, Jr.



Leicester Police Department
90 South Main Street
Leicester, MA 01524



Chief
Kenneth M. Antanavica
antanavicak@leicesterpd.org

www.leicesterpd.org

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

June 8, 2022

To: Mr. David Genereux
Town Administrator

Select Board
Town of Leicester

From: Kenneth Antanavica
Chief of Police

Re: Special Police Officer Appointments/Re-appointments:

The LPD is requesting the following Special Police Officers for re-appointment:

- | | |
|---------------------|-------------------|
| 1. Jeffrey Tebo | 5. John Caforio |
| 2. Steve Zecco | 6. Michael Kemp |
| 3. Joseph Fontaine | 7. Curtis Sampson |
| 4. Timothy Fontaine | |

Respectfully requested,

Kenneth Antanavica
Chief of Police



Leicester Police Department
90 South Main Street
Leicester, MA 01524



Chief
Kenneth M. Antanavica
antanavica@leicesterpd.org

www.leicesterpd.org

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

June 08, 2022

To: Mr. David Genereux
Town Administrator

Select Board
Town of Leicester

From: Kenneth Antanavica
Chief of Police

Re: Agents to the Select Board and Constables Re-appointments:

The LPD is requesting the following Officers for re-appointment as Agents to the Select Board and Constables:

1. Chief Kenneth Antanavica
2. Lt. Paul Doray
3. Sgt. Michael Fontaine
4. Sgt. Alexander Samia
5. Sgt. Craig Guertin
6. Sgt. Frank Bulman
7. Sgt. Matthew Brady

** I also request that we hold off on an appointment to the insurance advisory committee as we are still looking for someone to take the position.

Respectfully requested,

Kenneth Antanavica
Chief of Police

Committee/Board	Select Board Member	DP	HD	JS	AP	RA	Contact
Voting Positions							
Burncoat Park Sports Planning Committee	Provencher, Phillips	x			x		Dawn Marttila
Burncoat Pond Watershed District	Phillips				x		Doug Belanger
Capital Planning Improvement Committee	Duggan		x				Lucky Margadonna
Central Mass Regional Planning Commission	Shocik			x			CMRPC
Commission on Disabilities	Duggan		x				Kristen Forsberg
Economic Development Committee	Phillips				x		Bryan Milward
Local Emergency Planning Committee	Phillips				x		Jason Main
MBTA Advisory Committee	Antanavica					x	Daniel Mueller
Future School Building Committee	Antanavica					x	unknown
Road Conversion Committee	Antanavica					x	Town Admin Office
Worcester Airport Advisory Committee (2 members, 3 year terms)	Provencher (2024) Shocik (2022)	x		x			Andy Davis
Worcester County Selectmen's Association	Provencher	x					Dianna Provencher
WRTA (1 member, 1 alternate, 3 year terms)	Belanger (2023) Phillips (2024)				x		WRTA Admin Offices
Memorial School Disposition Subcommittee	Provencher	x					Town Admin Office
Town Hall Renovations Committee	Antanavica					x	Kristen Forsberg
Open Space & Recreation Plan Update	Provencher	x					Michelle Buck
Internal Liaisons							
Animal Control Office	Antanavica					x	Patty Dykas
Board of Health	Provencher, Phillips	x			x		Francis Dagle
Conservation Commission	Duggan, Phillips		x		x		Michelle Buck
EMS/Fire Departments	Duggan, Phillips		x		x		Dupuis/Wilson
Finance Advisory Board	Duggan, Antanavica		x			x	Dave Mero
Highway Department	Provencher, Shocik	x		x			Dennis Griffin
Historical Commission	Provencher	x					Joe Lennerton
Human Resources	Phillips, Provencher					x	Town Admin Office
Moose Hill Water Commission	Shocik, Antanavica			x		x	Mike Shivick
Parks & Recreation	Provencher, Phillips	x			x		Bob Pingeton
Planning Board	Provencher, Phillips	x			x		Michelle Buck
Police Department	Provencher, Phillips	x			x		Ken Antanavica
Recycling Comm.	Duggan, Shocik		x	x			Ray Ronander
School Department	Phillips, Antanavica				x	x	Marilyn Tencza
Senior Center/COA	Provencher, Shocik	x		x			Rachelle Cloutier
Zoning Board of Appeals	Shocik, Antanavica			x		x	Michelle Buck
External Liaisons							
Becker Property Acquisition	Antanavica					x	Town Admin Office
Cedar Meadow District	Provencher, Phillips	x			x		Michele Cospers
Little League/Girls Softball	Antanavica					x	Joe Mandella (LL)
							Dawn Marttila (GS)
Waite Pond Association	Phillips				x		Town Admin Office
Water & Sewer Districts	Shocik, Phillips			x	x		Town Admin Office



TOWN OF LEICESTER

Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

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

www.leicesterma.org

Rachelle S. Cloutier, M.Ed.

Director of Elder Affairs

E-mail: cloutierr@leicesterma.org

June 7, 2022

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

Dear Henry and family:

It was so nice to return from a second bout of COVID and find a \$1,500 donation from your foundation. It is a special surprise each time and you must know that we appreciate your generosity and sponsorship. Because of you, on Friday the 17th of June, we will be having a hot dog Jamboree in our backyard. The Lions Club will be setting up their large tent as this genre of music by the Jumpin' Juba band is ordinarily offered at large outdoor events. Our backyard is a perfect setting!! The Leicester Arts Council is sponsoring the music. We expect close to 100 seniors and others to this event.

As you know, we stayed as open as we could during the entire ordeal of COVID. For our Outreach Coordinator, Nancy Lamb, RN, it was a time for her to put on a mask and go out to help individuals who were homebound and had medical issues or other needs. She became very busy when there was a fire at our local housing authority, making several visits to where many were temporarily housed. For Genevieve it was a time for her to offer programs on our front porch, even during snowfalls. For the Senior Citizens Club of Leicester (over 100 members from Sturbridge, Paxton, Charlton, Oxford, Oakham, Spencer, Worcester) it was a time when their executive team scheduled calls to members to say hello or just to keep in touch. All of the aforementioned did all possible to mitigate the effects of this dreadful disease.

Additionally, with the price of food, fuel, gas, etc. skyrocketing we do all that is possible to help out and your support is what makes this possible

Thank you always.

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

Cc: Town Administration
Board of Select persons

FY23 Proposed Meeting Dates

**Meetings begin at 6:00pm unless otherwise indicated*

Tuesday, July 5, 2022 (July 4th is Independence Day)

July 18, 2022

August 1, 2022

August 22, 2022

Tuesday, September 6, 2022 (September 5th is Labor Day)

September 19, 2022

October 3, 2022

October 4, 2022 (Tentative Fall Special Town Meeting – Town Hall Gym – 7pm)

October 17, 2022

November 7, 2022

November 21, 2022

December 5, 2022

December 19, 2022

Tuesday, January 3, 2023 (January 2nd is New Year's Day Observed)

Tuesday, January 17, 2023 (January 16th is Martin Luther King Day)

February 6, 2023

February 18, 2023 – (Proposed Saturday Budget Meeting – Leicester Senior Center – 9am)

Tuesday, February 21, 2023 (February 20th is Presidents' Day)

March 6, 2023

March 20, 2023

April 3, 2023

Tuesday, April 18, 2023 (April 17th is Patriots Day)

May 1, 2023

May 2, 2023 (Annual Town Meeting – Town Hall Gym – 7pm; pre-meeting at 6pm)

May 15, 2023

June 5, 2023

Tuesday, June 20, 2023 (June 19th is Juneteenth)

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

CALL TO ORDER/OPENING

Chair Antanavica called the meeting to order at 6:00pm. Chair Rick Antanavica, Vice-Chair John Shocik, Second Vice-Chair Herb Duggan Jr., Selectman Dianna Provencher, Selectman Allen Phillips, Town Administrator David Genereux and Assistant Town Administrator Kristen Rubin were in attendance.

1. SCHEDULED ITEMS

a. 6:00pm – In Person Resignations & Appointments

i. Resignations – EMS Training Coordinator – Joseph Avellino

Motion 060622-1a1: A motion was made by Mr. Phillips and seconded by Mr. Shocik to accept the resignation of Joseph Avellino from the position of EMS Training Coordinator. Motion carries 5:0:0

ii. Appointment - EMS Training Coordinator – Ashley Belanger

Motion 060622-1a2: A motion was made by Mr. Phillips and seconded by Ms. Provencher to appoint Ashley Belanger to the position of EMS Training Coordinator. Motion carries 5:0:0.

iii. Appointment - Supervisor-Lieutenant & Permanent Full Time Paramedic – Colleen Plante

Motion 060622-1a3: A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Colleen Plante to the positions of EMS Supervisor-Lieutenant and Permanent Full Time Paramedic. Motion carries 5:0:0

iv. Appointment - Supervisor-Lieutenant – Ryan Murphy

Motion 060622-1a4: A motion was made Ms. Provencher and seconded by Mr. Duggan to appoint Ryan Murphy to the position of EMS Supervisor-Lieutenant. Motion carries 5:0:0.

v. Appointment – Commission on Disabilities – Chris Clark

Motion 060622-1av: A motion was made by Ms. Provencher and seconded by Mr. Duggan to promote Chris Clark to the Commission on Disabilities. Motion carries 5:0:0.

b. 6:00pm - One Day Liquor License Request – Eagle’s Club – 850 Main Street

John Ritchie with the Eagles Club discussed their ten-year anniversary celebration on June 11th from 1-9pm. Anywhere from 35-100 attendees are expected. There will be seating accommodations inside for 50 and outside for 50. Mr. Ritchie will serve as bar manager and is TIPS certified. The Eagles have permission from the landlord to park behind the pizza place and the liquor store and there will be no parking on route 9 or the side streets. There will be a tent set up in the upper parking lot with parking in the lower lot

Motion 060622-1b: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the one-day liquor license request for the Eagles Club for June 11th from 1-9pm with John Richie as bar manager. Motion carries 5:0:0.

c. 6:00pm - Dog Hearing – 75 Tobin Road

Ms. Rubin stated that this is a public hearing initiated by receipt of a written complaint and held pursuant to MGL Chapter 140, Section 157 and swore in all persons who intended to testify. Ms. Rubin read the written complaint from Animal Control Officer (ACO) Pat Dykas on behalf of complainant Michael Donovan of 100 Tobin Road against Kelly Ross and Michael Dursa of 75 Tobin Road.

Pat Dykas noted that there have been complaints on and off for a few years regarding dogs at 75 Tobin Road. Ms. Dykas noted that the two dogs to be addressed this evening are relatively new, having only lived at the property for approximately a year and a half. There is an ongoing issue with these dogs going up to the one-hundred-acre farm at the end of the road and there have been several calls.

The Board asked if the ACO found the dogs to be vicious. Ms. Dykas said no, not at all. The Board asked if there were any complaints from other neighbors and Ms. Dykas responded that she has received calls that the dogs have shown up in neighbor's yards but that they are friendly.

Michael Donovan of 100 Tobin Road stated that every police officer in Leicester has been up at this house regarding this matter and there have been over 50 calls to police. He has videos and Facebook posts regarding incidents with these dogs. Mr. Donovan asked the ACO if she investigated when the dog bit him. Ms. Dykas responded that she has no record of the dog biting him as it was not reported to her.

Attorney Ernest Biando representing Kelly Ross and Michael Dursa stated that the dogs are not vicious, are pretty friendly, and there are no reports of anyone else saying the dogs are vicious outside of Mr. Donovan per the ACO.

Mr. Donovan stated he has 20-30 pictures of the dogs in his yard growling and barking at him and he has been harassed by these unleashed dogs for five years. Mr. Donovan added that his son does not want to go to his home because "the crazy lady sic's her dogs on us". He stated the dogs attack them and a few weeks ago an officer saw him covered in dirt with a shovel defending himself against one of the dogs.

Andie Winward Donovan stated it is not fair that her and her husband have to live in fear of these dogs. She said the dogs will come up and bite your car tires as you drive by and she would feel so horrible if she accidentally hit and killed their dogs. Ms. Donovan stated that she just wants Ms. Ross and Mr. Dursa to keep the dogs on their property as there is no reason they should be running wild in the neighborhood. Ms. Donovan noted that the white dog is outside 24/7 regardless of weather. She would like to see the dogs on a leash, out of the road, and to have them stop chasing, barking and biting them. She added that one time she drove by and saw the owners unleash the black dog and let it run free.

Mr. Genereux noted that in accordance with Chapter 9, Section 23, 4a, of the Town's animal control bylaw, no owner or keeper shall permit any dog to become a nuisance dog or run at large within the town at any time. Mr. Genereux added the bylaw states that dogs must be confined within the owner or keeper's property and must be effectively restrained within the public way or on private property.

Mr. Donovan requested the opportunity to show several videos of the dogs running loose and they were shown.

Attorney Biando noted the dog officer said the dogs have only been there a year and a half and that the video shows the dog wagging its tail and barking, not growling. His clients admit the dogs have gotten out, so they have brought a wire kennel, wire runners and wire chains instead of cloth leads that the dogs were able to chew through. Ms. Ross is moving into Leicester Housing and will be taking at least one of the dogs with her.

Mr. Phillips asked if the ACO has been called back to the property since the new restraints were purchased. Ms. Dykas responded that she hasn't been there since April 28th, so she hasn't seen the new items. Ms. Dykas added that Mr. Donovan did not give a statement that he was bit at this time, there was no medical report given and he did not tell the officers who were on site. The dogs were impounded for a few days and the owners were

fined and there have not been any issues since. Mr. Phillips asked how many times the police have been called regarding the dogs being loose this year and Ms. Dykas responded more than half a dozen.

Mr. Genereux noted that under Mass General Laws, dogs can't be leashed outside 24/7. There must be fencing or a kennel or something to confine them to the property if they are not kept inside.

Motion 060622-1c1: A motion was made by Mr. Phillips and seconded by Ms. Provencher to close the public hearing at 7:05pm. Roll call: All Ayes

Mr. Phillips noted that the police have been called at least five times this year regarding this matter which is more than the four-time limit.

Motion 060622-1c2: A motion was made by Mr. Phillips and seconded by Mr. Shocik to fine the responsible parties \$100 per dog, payable within 30 days, to order the dogs to be confined to the premises unless they are being walked on a leash, to ban the dogs from being leashed in the yard and to bring any further violations back before the Board. Motion carries 5:0:0.

d. 6:30pm - Introduction to New Business - The WorcShop

Representatives from the WorcShop provided an overview of their business.

e. 6:45pm - Discuss Becker Turf Field

John Chaffin with R.A.D. sports took a look at the Becker turf field and noted there is a lot of misinformation going on regarding the field. Mr. Chaffin said that line marking should be done this year at a cost of approximately \$4,500, an 8-inch deep sinkhole needs to be repaired at the 50 yard line off the field of play and about 320 feet of new nets are needed behind the goalpost. Mr. Chaffin stated that the field is in really good shape. The other issue is removing the Becker logo. It would cost over \$30,000 to cut out that logo and have a new one put in. Removing the logo and putting in a new section without a logo is cheaper but will look like a patch that will not match in color because everything else is faded. It may be possible to make this work by painting on an LHS logo. Finally, Mr. Chaffin noted that softball and baseball can be practiced on the field without hurting it and it can be plowed without issue.

2. PUBLIC COMMENT PERIOD

Margaret Darling of 17 Brown Street sought clarification on the motion made January 11, 2022 to take the town-wide water and sewer study under advisement. There is still ongoing conversation regarding this matter and a grant was recently submitted for Moose Hill.

3. REPORTS & ANNOUNCEMENTS

a. Student Liaison Reports

The Student Liaisons provided updates from the Leicester Public Schools.

b. Report of the Town Administrator's Office

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

c. Select Board Reports

The Select Board discussed various topics including the Memorial Day parade, EDC meetings, congratulations to graduating seniors, Bark Park is doing great and the committee is very engaged, the upcoming police lieutenant promotion, the grand reopening of the Senior Center on May 17th, issues with catch basins along Route 9 in Cherry Valley, ambulance purchases and opening the Town's time capsule.

4. RESIGNATIONS & APPOINTMENTS

a. Retirement – Police Lieutenant – Paul Doray (effective July 10, 2022)

This item was passed over.

b. Appointment – Special Police Officer – Paul Doray (effective July 11, 2022)

This item was passed over.

c. Appointment – Assistant Treasurer/Collector – Alisa Ayers

Motion 060622-4c: A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Alisa Ayres to the position of Assistant Treasurer/Collector. Motion carries 5:0:0.

5. OTHER BUSINESS

a. 2022 License Renewal – EcoATM – Leicester Walmart, 20 Soojian Drive

Motion 060622-5a: A motion was made by Mr. Shocik and seconded by Ms. Provencher to approve the junk dealer license renewal for EcoATM at the Leicester Walmart, 20 Soojian Drive. Motion carries 5:0:0.

b. FY23 Reappointments to Boards and Committees

Motion 060622-5b: A motion was made by Ms. Provencher and seconded by Mr. Duggan to approve the FY23 reappointments as listed. Motion carries 5:0:0.

c. Accept Police Department Donations

Motion 060622-5c: A motion was made by Mr. Phillips and seconded by Mr. Shocik to accept two donations to the police department totaling \$45. Motion carries 5:0:0.

d. Request to Surplus Becker Items – Highway Department

This item was passed over.

e. Discuss/Vote on Police Lieutenant Promotion Process and Timeline

Mr. Genereux stated this item was put back on the agenda at the request of Selectman Duggan. The Board took a vote at the last meeting to wait to appoint a lieutenant until the Town had exited civil service due to the Town Meeting vote. Mr. Phillips stated the Town needs to review the structure of the police department hierarchy, take a look at other towns and have a larger discussion with the Police Chief. Mr. Duggan felt that the current list should be used for the promotion.

A motion was made by Mr. Duggan and seconded by Mr. Shocik to promote the lieutenant off of the civil service list. Under discussion, it was noted that the recent vote to promote two sergeants off of the civil service list occurred at the recommendation of the police department and prior to the Town Meeting vote to exit civil service. Mr. Duggan and Mr. Shocik rescinded his motion. The Board discussed reviewing this matter further in executive session.

f. Town Administrator Evaluation Process

Mr. Genereux noted that various processes for evaluating the performance of the Town Administrator have been used over the years. Some have been very simple and some have been more complex and technical. This process determines whether or not the Town Administrator receives a 2% COLA. This item will be discussed further at the next Select Board meeting.

6. MINUTES

a. May 16, 2022

b. **May 31, 2022**

Motion 060622-6: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the minutes of May 16, 2022 and May 31, 2022. Motion carries 5:0:0.

Motion 060622-7: A motion to adjourn was made by Mr. Phillips and seconded by Mr. Shocik at 8:50pm. Motion carries 5:0:0.