



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

**ORGANIZATION:** Select Board - AMENDED

**MEETING:** X

**PUBLIC HEARING:**

**DATE:** November 7, 2022

**TIME:** 5:30pm

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

**REQUESTED BY:** Chris Vitale, Assistant Town Administrator

*Agenda packet and associated documents can be found at [www.leicesterma.org/bos](http://www.leicesterma.org/bos). This agenda lists all matters anticipated for discussion; some items may be passed over, and other items not listed may be brought up for discussion to the extent permitted by law. Votes may be taken on any item brought before the Board at its meeting. 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/leicesterselectboard>  
(571) 317-3122; Access Code: 364-032-797

### CALL TO ORDER/OPENING

#### 1. EXECUTIVE SESSION

- a. To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel pursuant to M.G.L. c. 30A, §21(a)(2) – Treasurer/ Collector

#### 2. SCHEDULED ITEMS

- a. 6:00pm – Central Massachusetts Regional Planning Commission (CMRPC) – Community Development Block Grant (CDBG) Performance Hearing
- b. 6:15pm – Valerio Romano/Arefa LLC – HCA Agreement
- c. 6:30pm – Tax Classification Hearing
- d. 6:45pm – RFO and Parks and Rec Discussion (Postponed to November 21)

#### 3. PUBLIC COMMENT PERIOD

#### 4. CIVIC ANNOUNCEMENTS

#### 5. RESIGNATIONS & APPOINTMENTS

- a. Resignation - Joseph Avellino – EMS
- b. Resignation – Jay Spaulding – Bark Park Committee
- c. Resignation – Eric Bulak – Highway
- d. Retiring – William Burtt – Highway
- e. Appointment – Donna Main – Department Assistant (DIS)
- f. Appointment – Susan Rowland – Regional Public Health Nurse (Health Dept.)
- g. Appointment - Bryan Raymond – Firefighter Recruit
- h. Appointment - Roger McManus - Firefighter Recruit
- i. Appointment - Sean McGrail - Firefighter Recruit
- j. Appointment - Melvin Medina - Firefighter Recruit
- k. Appointment - Brett Willand - Firefighter Recruit
- l. Appointment - Matthew Brooks - Firefighter Recruit
- m. Appointment - Michael Dyson - Firefighter Recruit
- n. Appointment - Jaime Bazydlo - Firefighter Recruit

- o. Appointment - Daniel George - Firefighter Recruit

## **6. OTHER BUSINESS**

- a. Accept gifts to the Senior Center
- b. Accept donation from Al's Oil Service to the Leicester Fire Department
- c. Accept 2023 Retiree MIIA BC/BS Medex rates
- d. Vote to notify MassDOT on Auburn Street Bridge Weight Limit
- e. Approve Turf Field Fence Quote (Mohawk Fence)
- f. Approve Fire Station 3 bid and sign contract (Cape Cod Builders)
- g. Vote on support of Variances for the 1812 House & Barrett Hall
- h. Vote to call for Special Town Meeting on Tuesday, January 10<sup>th</sup>, 2023
- i. Vote to close Special Town Meeting Warrant on Tuesday, November 22<sup>nd</sup>, 2022
- j. Vote on hiring Police Officers outside of Civil Service
- k. Vote on Treasurer/Collector Contract
- l. 2022 Town Hall Holiday Hours
- m. Town Administrator's Performance Goals
- n. Discussion on former Middle School Disposition
- o. Acceptance gift for construction of handball wall at Towtaid Park

## **7. MINUTES**

- a. October 11, 2022

## **8. REPORTS**

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

**ADJOURN**

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2022 NOV -7 PM 12:30  
TOWN CLERK'S OFFICE  
LEICESTER, MASS.

## **LEGAL NOTICE**

### **Towns of Leicester and Barre Community Development Block Grant (CDBG) Public Performance Hearing**

The town of Leicester will conduct a performance hearing regarding their ongoing FY20 and FY21 Community Development Block Grant Programs. The meeting will be held on **Monday, November 7, 2022, at 6:00 p.m.** as part of the Leicester Board of Selectmen's meeting at the Leicester Town Hall, 3 Washburn Square. These programs are being managed with assistance from the Central Massachusetts Regional Planning Commission (CMRPC).

Leicester's FY20 program is providing funds for housing rehabilitation services to qualified Leicester households. The grant is also providing funds for engineering design for architectural barrier removal at Russell Memorial Park to improve access for disabled persons.

The FY21 program is a joint community program with the town of Barre. Activities include 1) housing rehabilitation services to qualified households in both towns; and 2) road and miscellaneous site improvements at the Leicester Housing Authority, and 3) Americans with Disabilities Act (ADA) transition planning for Barre; and 4) and infrastructure and public facility assessment and planning focused within South Barre.

Any person or organization having questions or comments concerning Leicester's CDBG programs and ongoing activities will have an opportunity to be heard. Written and verbal comments will be accepted one week preceding the hearing, at the hearing, and through one week following the hearing. Comments are to be directed to CMRPC's Christopher Dunphy [cdunphy@cmrpc.org](mailto:cdunphy@cmrpc.org), or (508) 459-3333.

The Leicester Town Hall is handicapped accessible. Persons who require special accommodations to attend the public meeting should contact the Town Administrator's office at (508) 892-7077 at least two business days prior to the hearing.

Attendance of the meeting can also occur remotely through the following link or phone number. <https://meet.goto.com/leicesterselectboard>, (571) 317-3122; Access Code: 364-032-797

These activities and programs are funded through the U.S. Department of Housing and Urban Development and the Department of Housing and Community Development, Massachusetts CDBG program.

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2022 OCT 20 PM 1:42  
TOWN CLERK'S OFFICE  
LEICESTER, MASS.

# FY2020 Leicester CDBG

## PUBLIC PERFORMANCE HEARING AGENDA

November 7, 2022, 6:00 PM

1. INTRODUCTION: Chris Dunphy, Central MA Regional Planning Commission
2. CDBG OBJECTIVE - The Community Development Block Grant was authorized by Congress, and is funded under Title I of the Housing and Community Development Act of 1974. The Commonwealth of Massachusetts has designated the Department of Housing and Community Development (DHCD) as the state's administering agency for CDBG funding. The primary objective is: *"...to develop viable, urban communities by providing decent housing and suitable living environment and expanding economic opportunities principally for low- and moderate-income persons."* DHCD will fund eligible projects designed to meet this objective.
3. See ad provided as separate document, which was published in the New Leader and posted.
4. FY20 CDBG PROGRAM:
  - Housing Rehabilitation - \$189,000

Project Goal: Financial Assistance for eligible homeowners for the rehabilitation of approximately 6 or households throughout the town of Leicester and Barre. Up to \$40,000 is available for housing units with special considerations (Ex. Lead paint) and up to \$35,000 for all other units. Investor-owners can also take advantage of the program, but property owners will be required to provide a 25% match of the project cost.

Progress: CMRPC has sub granted housing rehabilitation management and services to the Pioneer Valley Planning Commission (PVPC), due to their experience and staff in delivering this service.

Seven households have been income qualified and five have been determined to be eligible to move forward. To date, there are contracts in place for 3 homes. One has been completed, one is in under construction, and one is undergoing inspection and the bidding process. Completion of these 3 units will bring the activity to approximately 50%. Housing rehabilitation progress has been slow due to lack of contractors, loss of staff and staff changes on multiple levels and overall market changes with supplies and materials. As such, CMRPC would like to discuss options with town officials including a reduction in the overall unit production.
  - Russell Memorial Park Design - \$63,700

Project Goal: Russell Memorial Park Architectural Barrier Removal Project (design phase) will result in procurement of a qualified design consultant (civil engineer and/or landscape architect) to complete a site survey, develop a program for improved access, and design and prepare plans and specifications to remove barriers to access to recreational services at the park for persons with disabilities. Specific tasks will include:

    - Field Investigation & Base Mapping
    - Accessibility Program Development & Preliminary Design
    - Site Plan Design Documents
    - Construction Documents



Progress: The town hired Fuss & O'Neil engineers for \$57,385. A site survey and draft design plans have been developed. Committee meetings have occurred in February and April 2022, and all approved the draft plans. A public meeting was scheduled in June but was canceled due to conflicts with committee members. Another public meeting was planned for August 2022 but was canceled due to municipal staff changes. CMRPC, members of the Conservation Commission and project engineers met on site on October 26, 2022. Results of the meeting are pending. CMRPC staff will soon meet with town officials to facilitate internal and public meeting to help finalize this project. The design project is scheduled to be complete by December 2022.

4. Testimony, Comments, Etc.

**FY21 Leicester/Barre CDBG – Informational**

**Joint-community grant with the town of Barre - \$800,000**

- Housing Rehabilitation - \$426,000  
Financial Assistance for eligible homeowners for the rehabilitation of approximately 12 or more households throughout the towns of Leicester and Barre (6 each). Up to \$40,000 will be made available for housing units with special considerations (Ex. Lead paint) and up to \$35,000 for all other units. Investor-owners can also take advantage of the program, but property owners will be required to provide a 25% match of the project cost.
- Leicester Housing Authority - \$193,821  
Design engineering and construction services for the rehabilitation of road and sidewalk surfaces, drainage improvements, fence installation, wall repair and misc. appurtenances within the project area of Leicester Housing Authority.
- South Barre Infrastructure Planning - \$110,000  
This is a planning initiative intended that will hire a professional consultant to evaluate the condition of public works within a defined section of Barre. The plan will provide survey information, identify needed improvements, prepare cost estimates, identify possible funding sources, and develop a phasing strategy for the proposed improvements.
- Barre ADA Transition Plan - \$42,150 (No longer needed. Reprogramming needed)  
The planning project will result in the development of a Self-evaluation and Transition Plan that will comply with state and federal accessibility regulations. A professional consultant will evaluate the Town's operations and identify physical barriers to public buildings, sites and services owned or operated by the town. Recommendations and cost estimates for the removal of architectural barriers will be provided.
- Administrative support and services - \$120,000  
Overall grant management including technical and administrative support, committee development and support, planning, travel, advertising, training and education, file maintenance, printing, accounting, communications, supplies and material, payments, etc

FY 20 Leicester – Original Project Budget Summary

	PROGRAM/PROJECT/ACTIVITY	CDBG	OTHER FUNDS
1	PROPERTY ACQUISITION	\$0	\$0
2	CLEARANCE/DEMOLITION	\$0	\$0
3	RELOCATION (Permanent)	\$0	\$0
4	HOUSING REHABILITATION		
A	Program Delivery	\$38,500	\$0
B	Unit Development/Creation	\$0	\$0
C	Rehabilitation Loans/Grants	\$189,000	\$4,000
D	Housing Other	\$0	\$0
5	COMMUNITY ECONOMIC DEVELOPMENT		
A	Program Delivery	\$0	\$0
B	Acquisition	\$0	\$0
C	Commercial Improvements (Signs/Facades)	\$0	\$0
D	Assist to For-profits (formally Sm. Business Assist.)	\$0	\$0
E	Infrastructure or Streetscape Improvements	\$0	\$0
F	Planning	\$0	\$0
M	Other	\$0	\$0
N	Microenterprise Assistance	\$0	\$0
6	PUBLIC FACILITIES/INFRASTRUCTURE		
A	Program Delivery	\$6,000	\$0
B	Streets and Sidewalks	\$0	\$0
C	Playgrounds/Parks	\$0	\$0
D	Neighborhood Facilities	\$0	\$0
E	Parking	\$0	\$0
F	Water	\$0	\$0
G	Sewer	\$0	\$0
H	Drainage	\$0	\$0
I	Architectural Barriers	\$0	\$0
J	Other	\$0	\$0
K	Design only (architectural and engineering)	\$63,700	\$0
7	PLANNING	\$0	\$0
8	PUBLIC SOCIAL SERVICES		
A	Program Delivery	\$0	\$0
B	Program Costs	\$0	\$0
9	GENERAL ADMINISTRATION	\$38,000	\$0
	TOTAL PROGRAM COSTS	\$335,200	\$4,000

# *Fire* *cannabis*

Tier 2 Cultivator and Processor Presentation

# Mission Statement

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**Quality.** Our goal is to provide Massachusetts consumers with the best quality flower and products available. The single most important focus of our team is producing the cleanest, finest possible cannabis.

**Experience.** Our team is composed of industry veterans with a combined experience of over 25 years. During that time, our team has successfully operated within the guidelines set forth by the state of Massachusetts and refined every aspect of cultivation and production.

**Care.** A careful growing process begins with sourcing the best possible genetics, something our team has perfected. We have built relationships with some of the finest breeders in the industry. From seed to harvest, we tend each plant with the utmost care and attention, consistently ensuring the best possible flower.

Keeping such a close eye on all of our plants and products creates an internal quality control measure unmatched by producers with larger plant counts. Our small batch mentality creates a superior end product.





# Our Team

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**Edward Barry, Founder & CEO**  
Worcester, MA

Managing teams of people throughout all stages of the process from the initial buildout to the harvest/ post-production phases, Ed specializes in the development, growth, execution and compliance of commercial cannabis distribution, commercial grow facilities, and large-scale edible and concentrate production.

**John Glowik Jr., Sr. Advisor**  
Auburn, MA

John is responsible for the opening of 5 dispensaries in MA, NH, and CT, as well as cultivation facilities in MA and NH. John incorporated the entities, funded and engaged in all state and local regulatory applications along with the design and build of all facilities.

**Donna Glowik, Sr. Finance Advisor**  
Shrewsbury, MA

Accomplished Commercial Banking SVP and NE Regional Director with 20+ years of experience at East West Bank, Citibank, and Bank of America, Donna managed a team with a focus on small to mid-sized businesses to assist in all aspects of commercial banking.

**Klaus Poltilla, Director of Cultivation**  
Hancock, NH

Klaus is experienced in the traditional and indoor commercial methods of propagation of Cannabis plants. He brings a strong competency in reviewing operations in a strategic fashion in order to identify opportunities for cost savings, process improvements, and business restructuring for the purpose of gaining efficiencies and improving/increasing outputs in the emerging Cannabis market.

**Shane Frowein, Director of Operations**  
Dudley, MA

Over numerous years observing the trials and errors and fine-tuning a skill set for optimal results, Shane has developed strengths that would benefit any company. Shane has over 10 years researching and perfecting cannabis cultivation techniques, and the abilities to install, operate, troubleshoot, and maintain the equipment required in all areas of commercial cultivation. Shane is a necessary piece to the puzzle at Arefa.

**Francis Matthews, Director of Security**  
Foxboro, MA

Former Massachusetts State Police Lieutenant Colonel Frank Matthews is an integral part of the team at Arefa. He brings over 7 years of experience providing security analysis and equipment placement for cultivation and dispensary facilities within the states of New Hampshire and Massachusetts. A consummate professional, he is well recognized and respected by local law enforcement officials.

## Flexibility

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**Arefa** will be applying for Tier 2 Cultivation and Product Manufacturing Licenses; all products will then be sold to licensed retailers. Every aspect of the business and cultivation strategy has been chosen to optimize plant quality and potency, positioning **Arefa** as a top shelf producer utilizing the latest cultivation technologies and methods, including LED lighting, fully sealed environments, and a soil-less grow medium.

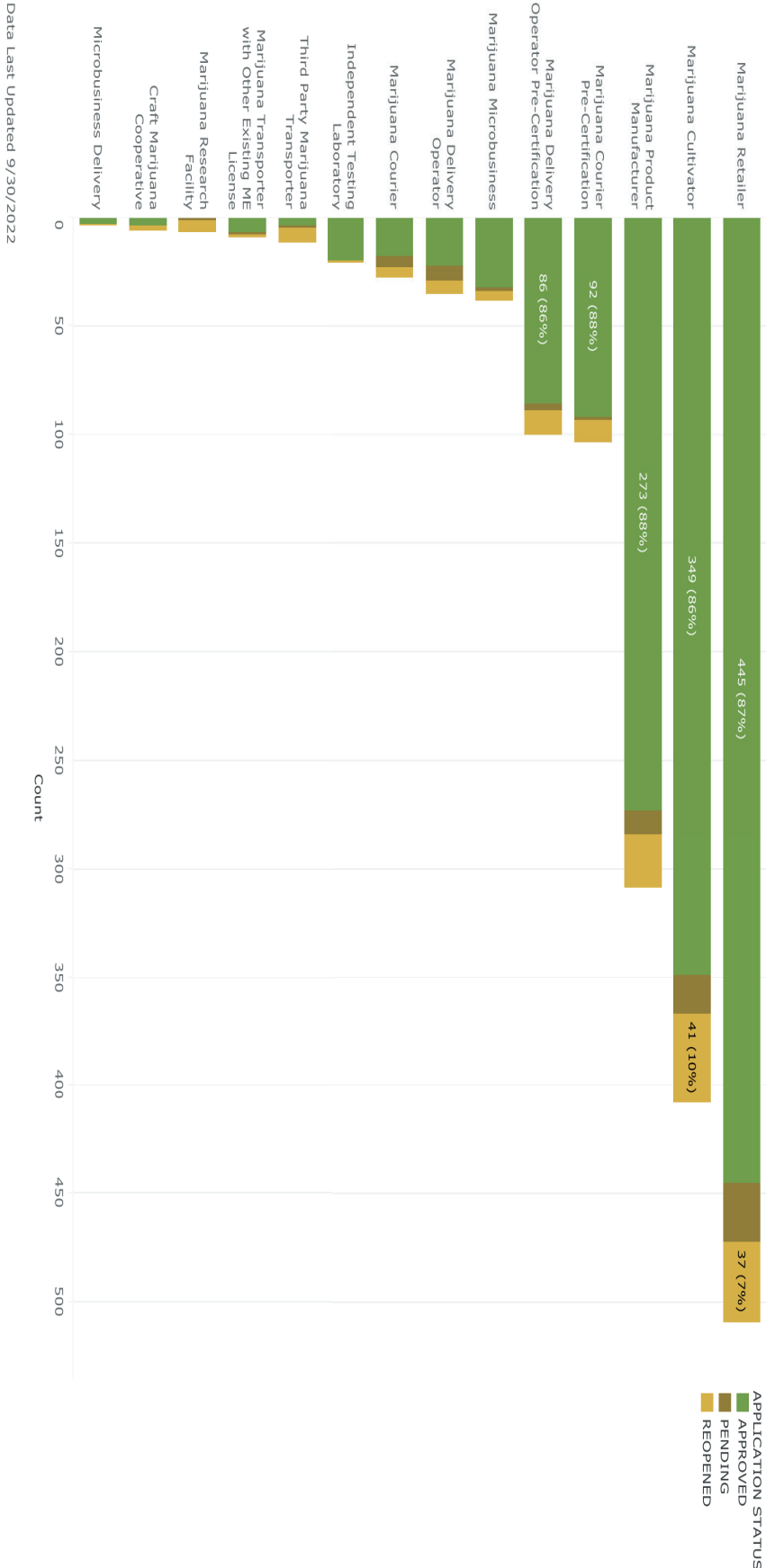
The license gives **Arefa** the flexibility to cultivate/ sell raw flower, process flower into concentrates and infused products, and/or purchase additional raw flower for processing.

Wholesale prices will decline as more licensees enter the market. **Arefa** intends on using the flexibility of the Tier 2 license as a hedge against falling wholesale flower prices, focusing on cultivation efforts in early years to maximize flower output while market supply is lower, and shifting focus in later year to production of the latest in demand good with higher margins.



# Opportunity In The Market

With more and more dispensaries (retailers) coming online without a cultivation facility (See graph via CCC) there is a definite need in the market for wholesale flower and products, especially that of higher quality. Our team has built great relationships with these retail outlets, **ensuring distribution** to the people of Massachusetts.



While a Tier 2 Cultivator License in the state of MA is capped at 10000 sqft of canopy space to grow, we will also be able to process material from other producers (with no limit annually) in our lab space. This is the reason we have found a building with a much larger footprint (15000 sqft).

We have set aside ample space to run our own material as well as others to help keep up with the demand for quality in the State.

## Location

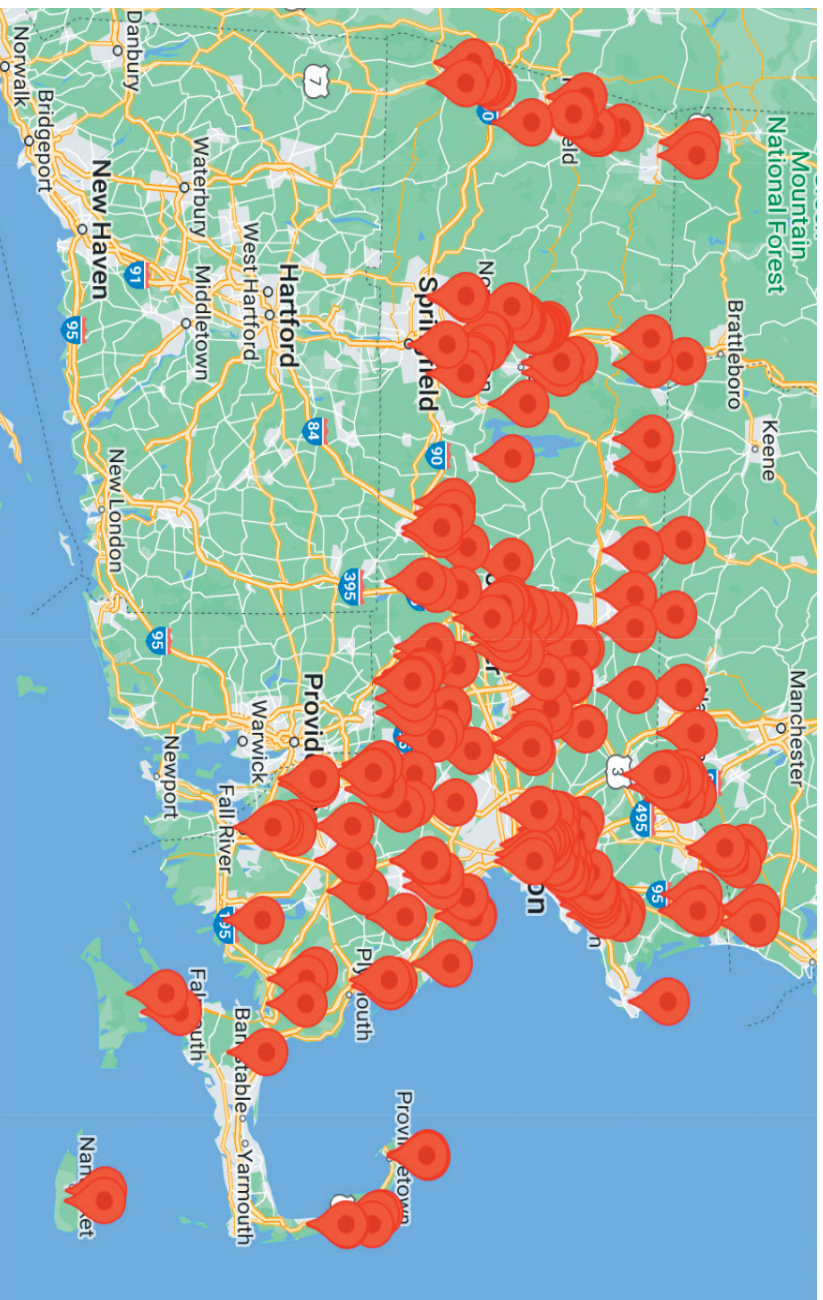
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**Arefa** has a long term lease for a 15,000 square foot warehouse in Leicester, MA. **Strategically located** in Central Massachusetts, enabling sales to the majority of current and future retail dispensaries and producers in Central Massachusetts as well as both Eastern and Western MA.

The building is within the proper zone and it is approved by the Leicester Planning Board for our use.

We will also be negotiating a Host Community Agreement with the Town Council and will finalize site plans with the Planning Board.

### Current Recreational Dispensaries





# Building

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**Arefa** will renovate/ build-out an existing building/ structure located at 424 Main St in the Town of Leicester, MA.

The building is a 15,000 square foot structure on 3 acres. Built in 2000. The building has a metal roof and frame, with a masonry foundation. Previously used as a storage warehouse.



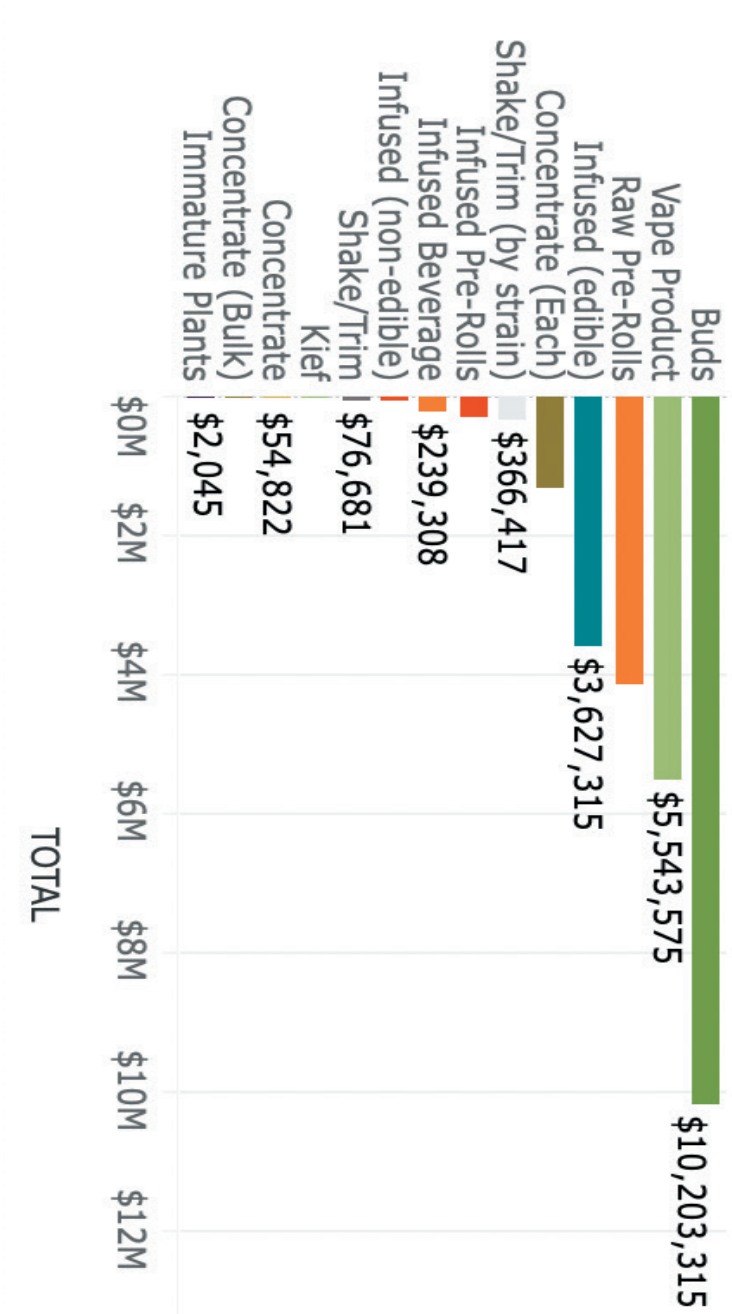
This facility will only distribute marijuana and marijuana products to other licensed Marijuana Establishments in the Commonwealth of Massachusetts. No retail sales will occur at **Arefa's** cultivation facility.

In compliance with the Town of Leicester Zoning Ordinance, **Arefa's** proposed Marijuana Establishment is located in the industrial district.

# Product Offerings

It all starts with our top-shelf flower, our main product. We then cure it for sale or it gets flash-frozen and prepared for **solventless extraction**. That material can then be used for a variety of infused products. While flower (buds) will be our primary focus, we will also capitalize on the consumer need for concentrates and edibles, which make up an additional 40% of products consumed. (see graph via CCC)

Last Week's Sales by Product Categories



Focusing on what the consumer wants.



## Why Solvent-less?

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Solvent-less extraction processes typically involve using ice to chill cannabis flowers to subzero temperatures and agitating the resin glands to detach from the epidermis of the flowers. Heat and pressure extraction methods are sometimes implemented to make solvent-less concentrates, as well.

Typically speaking, they're smooth-hitting concentrates that highlight the product's aroma, flavor and overall effects better than other extraction methods.

Recently, solvent-less concentrates like rosin and full-melt bubble hash have risen to popularity since they are extracted **without the use of chemical solvents**, comparing similarly to the cannabinoid and terpene profiles of solvent-based extracts. Solvent-less concentrates are arguably considered a healthier form of concentrate due to the absence of any residual solvents on a parts-per-million (PPM) scale. Although all medical and adult-use solvent-based concentrates produced are purged and tested extensively to ensure residual ppm levels are in adherence with FDA regulations.

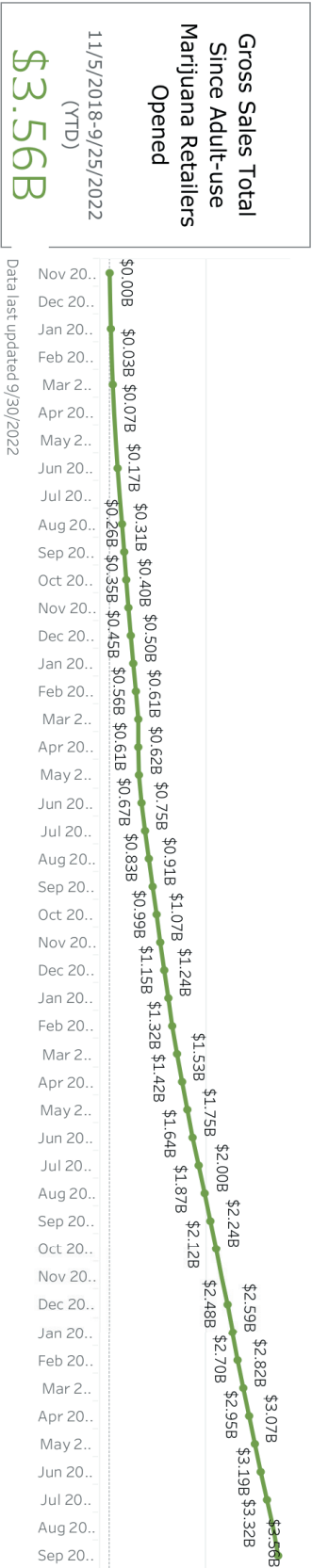
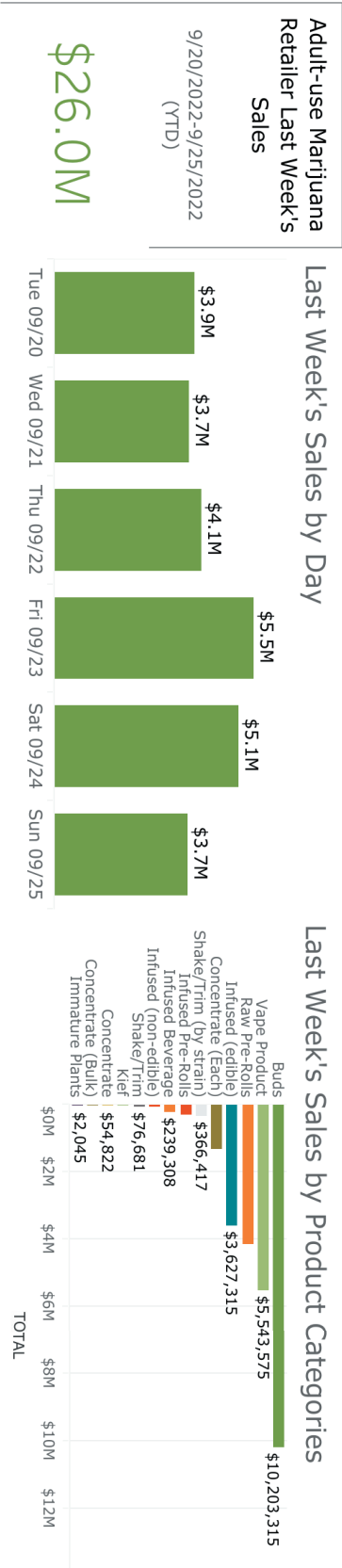
Attention to detail is critical in non-solvent extraction processes, as there are many factors that need to be considered to make a high-quality end product. The most important aspect of the entire process is understanding that the quality of the finished product is a direct result of the quality of the starting material. In other words, you get out what you put in, so using the best quality starting material is key to creating superior non-solvent extracts.

We believe the best solvent-less concentrates are created with fresh-frozen, high-quality cannabis flowers, because there are no chemicals introduced to the process. The chemical structure of the plant remains unaltered, resulting in rich and complete terpene and cannabinoid profiles.



# Market Structure

Adult-use retailers reported just more than \$120 million in May 2022 sales, bringing the state's yearly total to \$585.6 million, representing a 20.7% increase from the \$485.2 million in sales during the same timeframe in 2021, according to the Massachusetts Cannabis Control Commission(CCC).



The market is ripe for entry, especially **supply side**, with over 800,000 Massachusetts residents categorizing as adult-use consumers, plus a further influx of cross state consumers. Leading analysts project supply shortages for the next few years in the adult-use cannabis market in MA.

# Craft Cannabis

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Craft cannabis is quality cannabis.

Similar to the craft beer industry, it is a **disrupter**, changing the industry and consumption habits of consumers who are looking for something with higher quality ingredients and taste profiles.

Consumers are pursuing products with an extreme attention to detail, something grown intentionally and made with passion and immense care.

This is what we are looking to provide at **Arefa**.

We have curated a catalog of seeds and tissue culture the likes of which the East Coast has never seen. Hand-picking these genetics for aroma, effect, taste, and appearance will provide the end-user with an experience that they will remember and request again by name.

Our products will be properly cured, hand-trimmed and hand-packaged. Indeed, it is with this hands on approach we have built quality assurance, guaranteeing that every time they see the **Arefa** logo, they will recognize that they are getting consistent, high-quality products.



# Investment

Capital Expenses	
Lighting-	500k
HVAC-	500k
Wall panels-	400k
Alarm/ Surveillance System-	100k
GC-	250k
Engineering-	150k
Demo/ Reno-	250k
Electric-	500k
Plumbing-	250k
Lab Equip-	325k
Initial Operating Costs-	250k
Salaries-	965k
Misc Initial Expenses-	250k
Total-	\$4.690M

Given the size of the facility, we will have roughly 300 (630watt) light fixtures in our flower rooms and at a baseline of 1 gram per watt (sellable flower) we get a total of 189,000 grams per complete harvest (all 5 flower rooms), sellable flower, or roughly 415 lbs each cycle.

With a minimum of 4 crop cycles from each flower room, per year. It gives us a total of roughly 1660 lbs per year.

At a current market average of \$3,800 per lb, revenue of \$6.308M is **very realistic**.

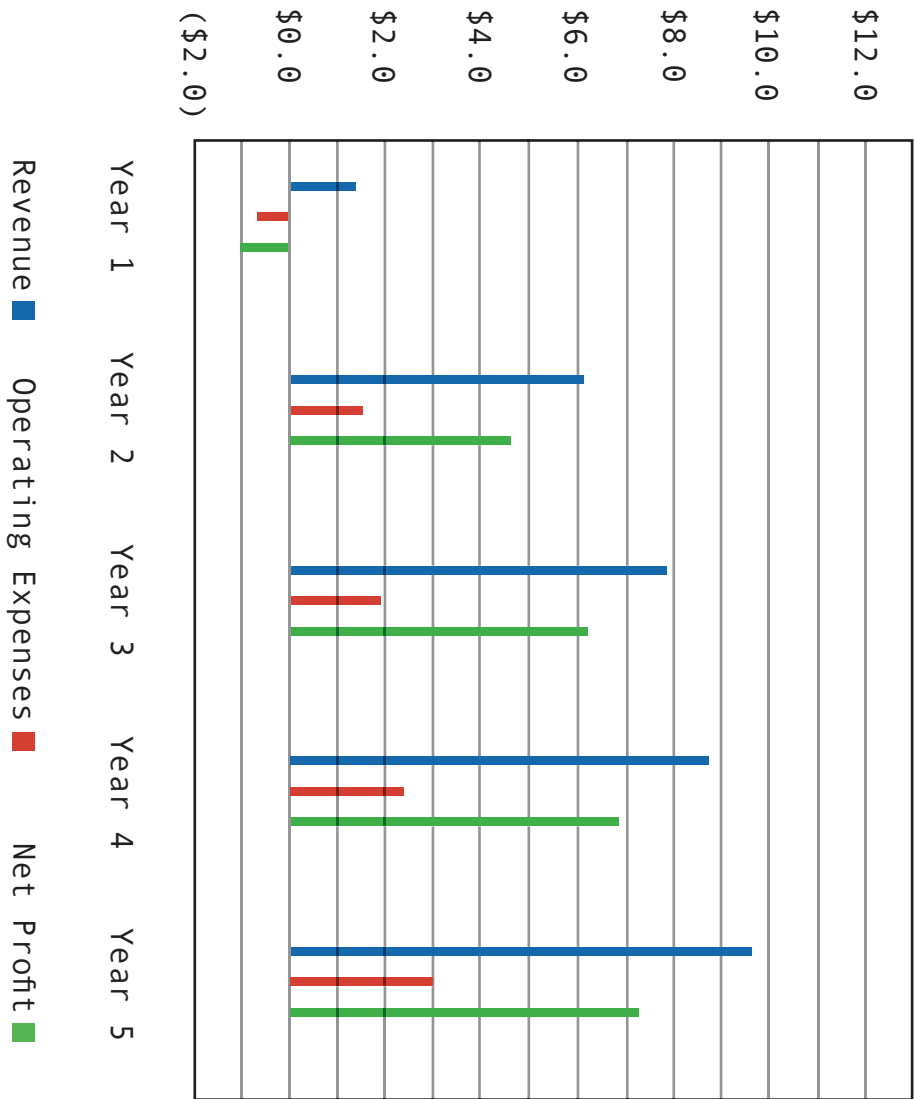
**Arefa** is currently seeking \$500k in seed funding in order to secure our ideal facility, navigate through local town approvals and prepare/ submit CCC application.

**Arefa** will then secure commitments for an additional \$4.69 million in core funding to support the build-out and initial operations. (See core expenses above)

Investment is ultimately contingent on Arefa's receipt of a Provisional License from the CCC - all funds will only be made available to Arefa if and when a license is secured.

# Projections

Income Summary (\$ millions)



## Ownership Equity Info

**Arefa** will be offering roughly 70% of the business for investment.

Seed Raise of 500k for 10%

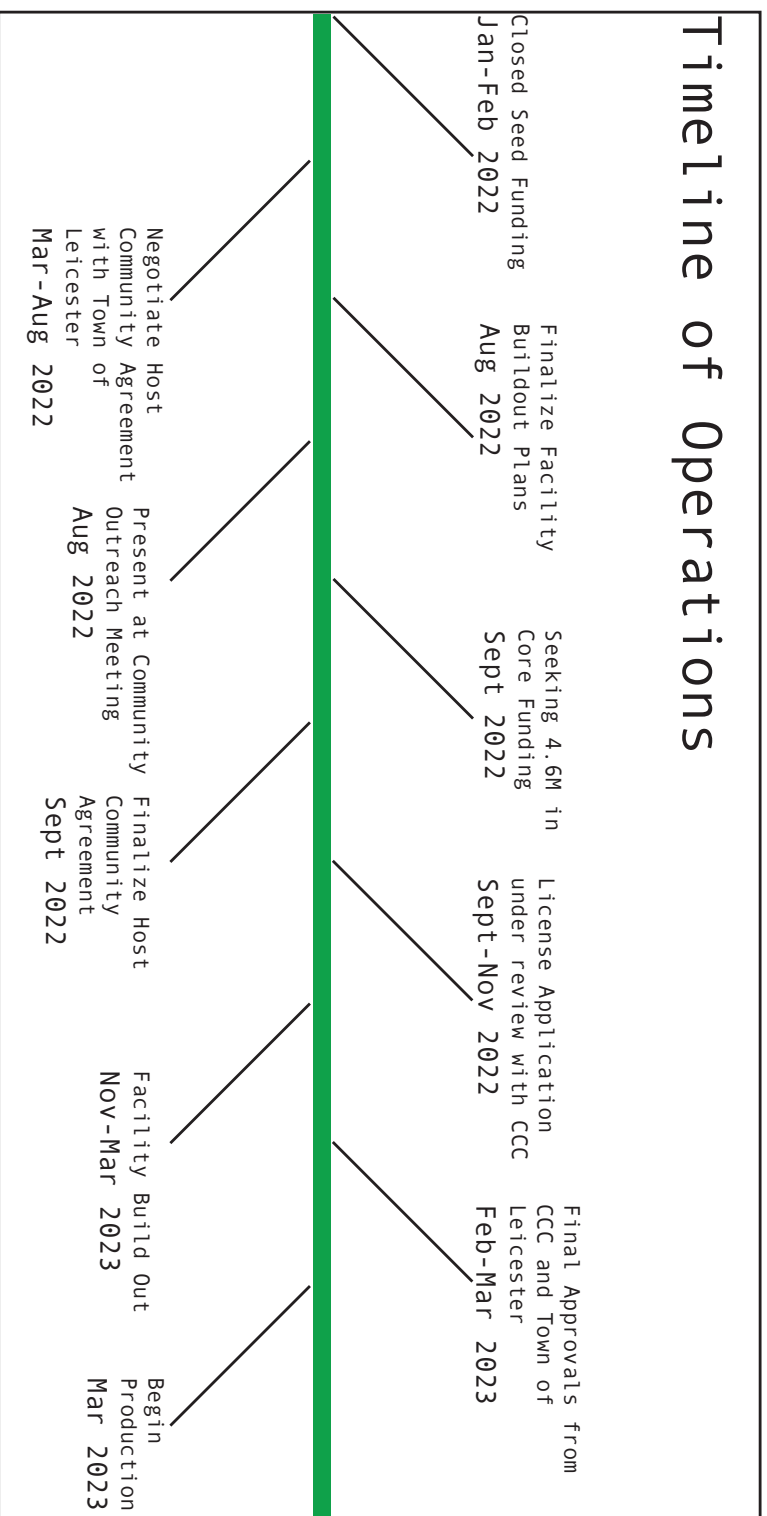
Core Raise of 4.68M @ 78k for 1%  
(78,167)

Totaling **\$5.18 million** needed for this project.

\*Year 1 profits impacted by incomplete harvest/ production cycle, startup expenses, construction downtime and time for plants to mature.

\*Flower Production under full operating power begins before year 2 at 1600 lbs of sellable flower increasing to 2000+ lbs in later years.

# Timeline



The CCC has stated a window of 90 days in which to review application and request any further information or follow-up up questions.

Upon successful review, **Arefa** will be awarded a Provisional License which gives permission to start the build out of the facility as per the approved blueprints and plans.

The CCC and Town will then inspect the finished facility prior to Final Licensure and operation.





## Disclaimer

This presentation and the information contained herein are provided solely for information purposes, and no investment decision relating to securities of or relating to **Arefa**, LLC or its affiliates should be made solely on the basis of this document. No representation or warranty is made or implied concerning, and **Arefa** assumes no responsibility for, the accuracy, completeness, reliability or comparability of the information contained herein or gathered from third parties, which is based solely on publicly available information, privately obtained industry reports and actual contractor quotes.

## Forward Looking Statements

This presentation contains statements that constitute “forward looking statements,” including but not limited to managements outlook for **Arefa**, LLC’s financial performance and statements relating to the anticipated future development of **Arefa**’s business position in the adult use marijuana industry. While the forward looking statements represents **Arefa**’s best judgments and expectations concerning the matters described, a number of risks, uncertainties and other important factors could cause actual developments and results to differ materially from these initial expectations.



**TOWN OF LEICESTER  
AND  
AREFA, LLC**  
**HOST COMMUNITY AGREEMENT FOR THE SITING OF A NON-RETAIL 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 11th day of October, 2022 by and between **AREFA, LLC** (the “**Operator**”) a Massachusetts limited liability company, whose principal address is 41 Midgley Lane, Worcester, MA 01604 and is seeking to operate a Marijuana Establishment for the delivery of marijuana products at 424 Main St., Leicester, MA, 01611 (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.
- J. **WHEREAS**, on August 11, 2022 Massachusetts' Governor signed Senate Bill 3096, "An Act relative to equity in the cannabis industry." At the time of the execution of this Agreement, the Cannabis Control Commission has not put forth guidance as to the implementation of S. 3096. Therefore, the Parties agree that should amendments to this Agreement be required to comply with S.3096 or any related rules or guidance from the Cannabis Control Commission or other authorized authority, the Parties will work in good faith to make any such amendments.

**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, S.3096, and the CCC Regulations as the same may be amended from time to time; and the Leicester General Bylaws, Zoning Bylaws and all laws, rules, regulations and orders applicable to the operation of a Marijuana Establishment in the Town, such provisions being incorporated herein by reference, and Operator shall be

responsible for obtaining all necessary licenses, permits, and approvals required for the operation of a Marijuana Establishment.

2. Community Impact Fee: Operator shall pay a community impact fee as required by M.G.L. c. 94G, § 3 (d) (the “**Community Impact Fee**”) in the amounts and under the terms provided herein. The Operator shall furnish the Town with annual Profit and Loss Statements, as soon as they become available, reflecting Gross Annual Revenues (as defined herein) of the Facility located within the Town. Additionally, the Operator shall provide the Town with copies of all of its periodic financial filings with agencies of the Commonwealth documenting Gross Annual Revenues.
3. Application of Impact Fee: The Operator acknowledges and agrees that the Town is under no obligation to use the Community Impact Fee payments made hereunder in any particular manner and that the payments are classified as General Fund under M.G.L. c. 44, § 53.
4. Calculation of Community Impact Fee Payments: Subject to adjustment or modification as set forth in this Agreement, Operator shall pay to the Town three percent (3.00%) of the Operator’s Gross Annual Revenues as the Impact Fee for gross annual revenues.
5. Commencement Date of Agreement: For the purposes of calculation of the Community Impact Fee paid to the Town, this agreement is effective as of the commencement of operations at the Facility location (“**The Operations Commencement Date**”) by the Operator. The Operator shall notify the Town in writing when the Operator commences sales within the Town.
6. Dates of Community Impact Fee Payments: Following the Operations Commencement Date, payment on sales for the first calendar year of operations and shall be due and payable at the anniversary of the first year’s operations. Payments made in successive years shall be made once annually, on that same date of each consecutive year, through the earlier of either the end of the fifth year of operation following the Operation Commencement Date; or the maximum time permitted under M.G.L. c. 94G, § 3 (d) (each an “**Annual Payment**” and collectively the “**Annual Payments**”).
7. Gross Annual Revenues: The term “**Gross Annual Revenues**” shall mean the grand total of all Operator’s revenue associated with the operations of the Facility.
8. Amendment of Impact Fee Payment Date: At the option of the Operator, the payment date may be amended once, by written request, to align with the Operator’s fiscal year or quarterly tax filing obligations for ease of administration, but such amendment shall not change the total amount due.
9. Annual Review of Community Impact Fee: Notwithstanding anything to the contrary herein, every year after the Operation Commencement Date the Town and Operator shall jointly review the Impact Fee and may increase or decrease the Annual Payment (as the case may be)

but in no event shall the Annual Payment exceed three percent (3%) of the Operator's Gross Annual Revenues

10. Monitoring of Community Impacts: The Operator shall evaluate and monitor crime statistics, fire protection services, public health statistics including but not limited to marijuana usage in the Leicester High School, inspectional services and permitting services in conjunction with and with the reasonable cooperation of the appropriate municipal office before and after the Sales Commencement Date and shall provide this information to the Town. The Operator and the Town agree that any increase or decrease in the Community Impact Fee shall be based on the escalation of the aforementioned services in the area immediately surrounding the Facility, at a rate in excess of Town-wide escalation, unless mutually agreed upon by the Operator and the Town.
11. Filings with the Commonwealth: The Operator shall furnish the Town with the annual reports of the Gross Annual Revenue as described in Section 2, as soon as they become available, reflecting Gross Annual Revenue figures for the Facility and shall provide the Town with all copies of its periodic financial filings to the CCC and/or to the Massachusetts Department of Revenue documenting the Operator's Gross Annual Revenues, and shall furnish copies of its filings to the Secretary of the Commonwealth's Corporations Division, and if any, to the Massachusetts Office of the Attorney General.
12. Term: The term of this Agreement is five years, terminating on the fifth anniversary of the Sales Commencement Date, unless sooner terminated by:
  - a. revocation of Operator's license by the CCC; or
  - b. Operator's voluntary or involuntary cessation of operations; or
  - c. the Town's termination of this Agreement for breach of the conditions contained herein that remain uncured sixty (60) days from the date of written notice of such breach.
13. Renegotiation/Applicability: To the extent permitted by law: (a) the terms of this Agreement shall be renegotiated by the Owner and the Town in good faith following five (5) years of continuous operation of the Facility; and (b) the terms of this Agreement shall continue in full force and effect unless the parties reach accord on a subsequent agreement provided, however, that in no event shall the Operator be permitted to continue to operate the Facility after termination as set forth in Paragraph 12 above.
14. Property Valuation/Taxation: Operator shall not object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes and that, notwithstanding the foregoing, if:
  - a. any real or personal property owned or operated by OPERATOR is determined to be non-taxable or partially non-taxable, or

- b. the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full value, or
- c. OPERATOR is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then

OPERATOR shall pay to the TOWN an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the Impact Fee made by OPERATOR under this Agreement. The Operator shall not request any tax credits or subsidy from the Town for the Facility including, but not limited to, any request for a tax exemption or abatement as a non-profit entity and shall not object or otherwise challenge the taxability of its entity and shall not object or otherwise challenge the taxability of the Facility.

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



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

18. Prevention of Diversion: To the extent requested by the Town's Police Department, and consistent with the Regulations, Operator shall work with the Town's Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the Operation Commencement Date. Such plan will include, but is not limited to, (i) training Facility employees to be aware of, observe, and report any unusual behavior in Facility employees that may indicate the potential for diversion; (ii) strictly adhering to CCC Regulations as to certification amounts and time periods; (iii) utilizing seed-to-sale tracking software to closely track all inventory at the Facility.
19. Security: To the extent requested by the Town's Police Department and Fire Department, and consistent with the Regulations, Operator shall work with the Town's Police Department and the Town's Fire Department to determine the placement of interior and exterior security cameras, so that at least two cameras are located to provide an unobstructed view in each direction of the public way(s) on which the Facility is located. Operator will maintain a cooperative relationship with the Police Department and the Fire Department, including but not limited to periodic meetings to review operational concerns, cooperation in investigations, and communication to Police Department of any suspicious activities on or in the immediate vicinity of the site. Such camera(s) may be altered by the CCC during their security and architectural review process.
20. Registration and Approvals Required: The obligations of Operator and the Town recited herein are specifically contingent upon the obtaining of a Certificate of Registration for the operation of a Marijuana Research Establishment from the CCC to operate in Town, and contingent upon all necessary local permits and approvals required, which are consistent with M.G. L. c. 94G, §§ 3, 5, and in effect as of the date specifically required by said section.
21. On-Site Consumption: The on-site consumption of marijuana products shall be prohibited.
22. Cooperation: Operator shall work cooperatively and in good faith with the Town in securing the prompt and efficient siting, planning, permitting and preparation for opening of the Facility. This Agreement does not affect, limit, or control the authority of Town boards, commissions and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Operator and/or its Facility for violation of the terms of said permits and approvals or said statutes, Bylaws and regulations.

23. Modification of Payments: Both the Operator and the Town understand and agree that an indoor Marijuana Cultivator, Marijuana Product Manufacturer and Marijuana Transporter have a distinct and separate impact on a municipality and justify a difference in Host Community Agreement terms. Should Operator enter into an agreement with any other municipality for the siting of a combined Marijuana Cultivator, Marijuana Product Manufacturer and Marijuana Transporter at terms materially more favorable to that municipality than the terms of this Agreement are to Town, this Agreement shall be modified to reflect those terms. Notwithstanding the foregoing, should Operator enter into an agreement with any other municipality for the purpose of operating one or more Marijuana Establishments that do not combine a Marijuana Cultivator, Marijuana Product Manufacturer and Marijuana Transporter, this Agreement shall not be modified.
24. Location; Additional Operations: This Agreement applies to the proposed Facility to be located at 88 Huntoon Highway, Leicester. This agreement will remain in force should the Operator chose to move or transfer operations to a different location within the Town. Should the Operator and the Town agree to allow the Operator to site another facility within the Town, the Operator and the Town shall agree to negotiate an additional agreement.
25. Assignment: Neither the Town nor the Operator shall assign, sublet or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided however such consent shall not be required in the event such transfer or assignment is between the Operator and another entity which is authorized by the CCC to operate the Facility pursuant to a Certificate of Registration granted by it, or if such assignment or transfer is the result of a merger or consolidation with the Operator.
26. Agreement as to Agricultural Exemption: Operator agrees to comply with all laws, rules, regulations and orders applicable to the Facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the operation of the Facility. The Operator agrees not to assert or seek exemption as an agricultural use under the provisions of from the requirements of the Town's Zoning Bylaws pursuant to M.G. L. c. 40A, § 3.
27. Retention of Regulatory Authority: By entering into this Agreement, Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.
28. Notices: Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

29. Severability: If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
30. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
31. Entire Agreement: This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
32. Confidentiality: Operator may provide to the Town certain financial information, investment materials, products, plans, documents, details of company history, know-how, trade secrets, and other nonpublic information related to Operator, its affiliates and operations (collectively, the "**Confidential Information**"). Town (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or thereafter, disclose any Confidential Information to any person or entity, except as may be required by court order or law (pursuant to M.G.L. c. 66 § 10), provided in all events, prior to such disclosure, the Town will notify Operator in writing of its intent to make such disclosure at least three (3) days in advance of any disclosure.
33. Waiver: The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
34. Third Parties: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Town or the Operator.
35. Amendment: This Agreement may only be amended by a written document duly executed by both of the parties hereto. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the Town and the Operator.

36. Modifications: Modifications to this Agreement may only be effective if made in writing and signed by both of the parties hereto.
37. Headings: The article, section, and paragraph headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.
38. Counterparts: This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.
39. Signatures: Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

[SIGNATURES TO FOLLOW]

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

For the Town of Leicester, Massachusetts:

For AREFA, LLC:

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Rick Antanavica  
Vice-Chair

---

By: Edward Barry  
Its: Manager

---

John K Bujak  
Member

---

Herb Duggan Jr.  
Member

---

Dianna Provencher  
Second Vice Chair

---

Allen R. Phillips Sr.  
Chair

Approved as to Form:

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Christopher J. Petrini, Town Counsel

<b>Account Number:</b>	692722
<b>Customer Name:</b>	Leicester Board Of Selectmen
<b>Customer Address:</b>	Leicester Board Of Selectmen 3 Washburn SQ  Leicester MA 01524-1333
<b>Contact Name:</b>	Chris Vitale
<b>Contact Phone:</b>	508-892-7077
<b>Contact Email:</b>	vitalec@leicesterma.org
<b>PO Number:</b>	

<b>Date:</b>	10/24/2022
<b>Order Number:</b>	7958456
<b>Prepayment Amount:</b>	\$ 0.00

<b>Column Count:</b>	1.0000
<b>Line Count:</b>	29.0000
<b>Height in Inches:</b>	0.0000

**Print**

Product	#Insertions	Start - End	Category
NEO WOR Telegram & Gazette	1	10/26/2022 - 10/26/2022	Public Notices
NEO WOR telegram.com	1	10/26/2022 - 10/26/2022	Public Notices

<b>Total Order Confirmation</b>	<b>\$38.86</b>
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**NOTICE OF TAX  
CLASSIFICATION  
HEARING**

**Town of Leicester**

The Leicester Select Board will hold a public hearing on Monday, November 7, 2022, at 6:30pm in the Select Board Conference Room at the Town Hall, Lower Level, 3 Washburn Square, Leicester MA to determine the percentages of tax levy to be borne by each class of real and personal property for Fiscal Year 2023, per MGL c. 40, s.56, as amended. All Leicester residents are welcome to attend this hearing and to present any oral or written comments on the matter. In the event that a taxpayer is unable to attend, written comments may be submitted to the Town Administrator at the above listed address by Monday, November 7, 2022, at noon.

10/26/2022

The background of the slide features abstract, overlapping geometric shapes in various shades of blue, ranging from light sky blue to deep navy blue. These shapes are primarily located on the left and right sides of the slide, framing the central text area.

# Fiscal Year 2023 Tax Classification Hearing

Linda Berisha, MAA  
Principal Assessor  
November 7, 2022

# Fiscal Year 2023

## Tax Classification Hearing

Tonight, I will be asking you to vote a Residential Factor, either splitting or maintaining a single tax rate.

Under MGL Chapter 40, Section 56

“the Selectmen must hold a public hearing annually to consider the tax rate options available to the Town under property tax classification” and “**shall adopt a residential factor** which shall be used by the assessors to determine the percentages of the local tax levy to be borne by each class of real estate and personal property.”

The assessors shall provide “information and data relevant to making such determination and the fiscal effect of the available alternatives.”

# Fiscal Year 2023

## Tax Classification Hearing

First, let's review some Commonly Used Terms:

- ▶ **NEW GROWTH:** Additions to the tax base from new construction and property improvements
- ▶ **LEVY:** Revenue raised through property taxes
- ▶ **LEVY LIMIT :** Maximum dollar amount a Town can raise in a fiscal year. (Prior years Levy + 2 ½% + New Growth + Debt Exclusion)
- ▶ **EXCESS LEVY CAPACITY:** Difference between the levy and the levy limit
- ▶ **DEBT EXCLUSION:** A temporary increase to the levy to pay for capital projects as voted
- ▶ **CIP:** Class that includes Commercial, Industrial, & Personal Property
- ▶ **MRF:** Minimum Residential Factor. This factor represents the minimum percentage the Residential Class Must Pay

# Property Assessment Review

Why do we change the assessed values?

- We are required to. Under the guidelines of the Department of Revenue and Massachusetts General Laws, Chapter 59, we are required to assess property at 100% full and fair cash valuation.

What does this mean?

- Our assessed values have to reflect the market, i.e. what properties are selling for.
- The Department of Revenue reviews and approves our values annually, completing a full audit or certification every 5 years. If our values are not “market value” they will not be approved.

# Total Assessed Values(LA4)

## Fiscal Year 2023

Status: FORM APPROVED  
BLA-LA13A : FORM APPROVED  
LEICESTER - 151 2023

Jurisdiction: Leicester - 151 Fiscal Year: 2023

Property Type	Parcel Count	Class1 Residential	Class2 Open Space	Class3 Commercial	Class4 Industrial	Class5 Pers Prop
101	3,197	1,067,548,900				
102	209	51,853,300				
MISC 103,109	13	6,186,200				
104	165	50,133,700				
105	38	13,380,800				
111-125	22	22,092,700				
130-32,106	908	21,240,300				
200-231	0		0			
300-393	123			56,113,500		
400-442	54				29,581,100	
450-452	8				1,339,100	
CH 61 LAND	10 27		0	87,846		
CH 61A LAND	26 20		0	390,598		
CH 61B LAND	5 6		0	1,180,047		
012-043	51	22,551,140	0	16,085,734	904,326	
501	132					3,798,970
502	77					7,396,880
503	0					0
504	4					24,110,980
505	6					4,798,200
506	0					0
508	5					1,029,620
550-552	9					25,614,920
TOTALS	5,115	1,254,987,040	0	73,857,725	31,824,526	66,749,570
Real and Personal Property Total Value						1,427,418,861
Exempt Parcel Count & Value						267 171,643,900

The LA4 shows the number of parcels and value for each class of property

Total taxable value for FY2023 is \$1,427,418,861 and the average single-family value is \$446,486.

Total values changed more than 10% from previous year.  
Exempt value changed more than 10% from previous year.

# New Growth

*New Growth valuation was certified by the Dept. of Revenue on October 10th 2022 at **Twenty-Four Million Eight Hundred Eighty Thousand Seven Hundred Twelve.***

**\$ 24,880,712**

- ▶ This resulted in \$18,385,154 dollars in Tax Levy Growth.
- ▶ The major classes contributing to this total are (in value):
- ▶ Single Family Homes & Condominiums \$ 7,950,862
- ▶ Commercial/Industrial \$ 1,213,600
- ▶ Personal Property \$ 15,716,250

## Projected Tax Rate - Fiscal Year 2023

The tax rate will be calculated by dividing the actual levy by the total assessed value.

$$\begin{aligned} \text{Actual Levy} / \text{Total Assessed Value} &= \text{Tax Rate} \\ \$ 18,385,154.93 / \$ 1,427,418,861 &= \$12.88 \end{aligned}$$

- ▶ \*If a residential factor of 1.00 is adopted (single tax rate)



# I am asking the board to vote:

The board must adopt a residential factor.


A residential factor of 1.00 will result in a single tax rate

A residential factor of less than 1.00 will result in a split tax rate

*Thank you*

# TOWN OF LEICESTER PERSONNEL ACTION CHANGE NOTICE

*Complete only those sections that apply to the changes you are making.  
"Reason/Remarks" section must be completed for any and all changes.*

231 AMBULANCE # and DEPARTMENT NAME	PARAMEDIC POSITION NAME	10/18/2022 DATE
<b><u>Employee Information:</u></b>		
Departmental line item # within budget	Phone Number	
AVELLINO	JOSEPH	
Last Name	First Name/Middle Initial	
Street Address		
LEICESTER	MA	01524
City	State	Zip
<b><u>Emergency Contact:</u></b>		
Name	Phone Number	
<b><u>New Employee</u></b>		
Hire Date (mm/dd/yyyy)	Hourly Rate	Hours per week
Full or Part Time status ?	Benefit Eligible ?	
<b><u>Rate Increase:</u></b>		
Effective Date (mm/dd/yyyy)	Old Hourly Rate	
	New Hourly Rate	
<b><u>Other:</u></b>		
Change in Budgeted Hours	10/18/2022 Termination Date	LOA Date/Return
<b><u>Reason/Remarks:</u></b>		
SEE ATTACHED RESIGNATION LETTER		
 Department Head	Town Administrator	

Revised April 2014

ENTERED BY T/C OFFICE WITH COPY TO ACCOUNTANT \_\_\_\_\_ (INITIAL)

# Memo



**To:** Leicester Selectboard  
**From:** Brian D. Kelley, Interim EMS Director  
**Date:** October 18, 2022  
**Re:** Paramedic Resignation

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On October 18, 2022 I received the resignation via email from Part-Time Non-Benefited Paramedic Joe Avellino (see attached).

In his resignation Paramedic Avellino cited several reasons including the increased number of responses by Leicester EMS to the City of Worcester (and all communities surrounding Worcester), 911 and Non-Emergent Inter-Facility (IFT) Transports from Vibra Hospital and the Meadows of Leicester, and that tax payer funds are utilized to fund those services. In addition he was concerned with the lack of personal protective equipment (Body Armor), communication issues (lack of portable radios) provided to employees at Leicester EMS.

I have attached his resignation to this memo for your review. I would be more than happy to discuss his resignation with you further if desired.



Brian Kelley

## Avellino Resignation

Joe Avellino

To: Brian Kelley,

Tue, Oct 18, 2022 at 12:00 PM

Good Morning,

This email is being sent to inform you of my resignation from the Leicester EMS department effective 10/18/2022 at 1800 hours. There are a multitude of reasons I have made this decision. The precipice for this decision is due to the significant amount of mutual aid requests coming in from the City of Worcester. As some of you may know, there is a nationwide paramedic and EMT shortage. Worcester's solution to this problem is to drain resources from all of the communities that border the city. There is rarely a day that goes by where a mutual aid request is not received. The reality is, our ambulance is responding to calls in the city multiple times per shift, some days 5 times or more. There is no reciprocation with aid from Worcester either. Requests for mutual aid from Worcester are denied due to no available ambulances. In addition to working for the town, I also reside here with my family. It is my opinion that our tax dollars should not be utilized to support the operations of the second-largest city in New England. Furthermore, UMass Memorial Healthcare is the contracted ambulance for the City of Worcester. The negligence and mismanagement of their EMS system is the root issue for the current crisis. It is important to note that this private entity ended FY21 with a 2% profit totaling 64.8 million dollars. Why is the Town of Leicester committing taxpayer-funded resources on a near-daily basis to Worcester, while UMass nets this type of profit? The town also seems to have no regard for the safety of the EMS staff who did not sign up to handle numerous calls within Worcester on a daily basis. Worcester EMS (UMass Memorial) paramedics are issued body armor which is to be worn on duty. Not only does our staff lack this protection, they have no direct line of communication with Worcester Police, Fire, or EMS should an urgent situation arise on the scene of a call. As a matter of fact, most EMS staff can't even contact their own dispatch center on the scene of calls in Leicester due to a lack of portable radios.

The second reason for this resignation is due to Vibra Hospital located in the Rochdale section of Leicester. Vibra Hospital began to utilize Leicester EMS last year as its own private transportation service by calling 911 for transfers when all area private ambulance companies refused to engage in business with the hospital. Nearly all of the EMS staff was in disbelief when the town entered into an agreement to provide non-emergent ambulance services to this facility. It has been my experience that the contracted transfer truck provided by the Town of Leicester rarely performs a scheduled transfer on days I have been assigned to work the 911 truck. On these days, the transfer truck has no duties other than responding to second medical calls that may occur in the town. For some reason, this transfer truck does not even handle emergent calls from Vibra Hospital on days when no transfers are scheduled. The 911 truck is often inundated with back-to-back calls in a 12-hour shift while the transfer truck does none. The transfer crews are also on a different pay schedule than the 911 crews, getting paid more for doing less. This practice has dealt a crippling blow to department morale. While performing a call at Vibra Hospital yesterday, staff brought to my attention that they have been utilizing K's Ambulance to perform transfers for them. I wanted to pass this along in the event Vibra has breached the contract by calling another company for transfers.

There are a multitude of other minor issues I could detail as well, but I feel like those would be better discussed in person. It pains me to make this decision, but I can no longer risk my health, safety, and mental well-being by spending much of my shift in the City of Worcester. I truly hope the town takes action to address the above issues to prevent a town resident from suffering the catastrophic consequences of having no ambulance available. Most residents assume their ambulance is available to them, not providing services to two multimillion-dollar healthcare corporations at tax-payer expense. I assure you I am not the only employee who shares these thoughts. I can't recall the last time a department staff meeting was held, but it would be worthwhile to organize one to gauge how the employees feel about these issues. I would also be more than happy to answer any questions at the town's administrative level during a phone call, open meeting, or executive session.

Respectfully,

Joseph Avellino

## Chris Vitale

---

**From:** Genereux, David  
**Sent:** Tuesday, November 1, 2022 11:28 AM  
**To:** Chris Vitale  
**Subject:** FW: Resignation

Please post

***David A. Genereux***

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

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

**From:** Allen Phillips <[PhillipsA@leicesterma.org](mailto:PhillipsA@leicesterma.org)>  
**Sent:** Tuesday, November 1, 2022 10:42 AM  
**To:** Genereux, David <[genereuxd@leicesterma.org](mailto:genereuxd@leicesterma.org)>  
**Subject:** Fwd: Resignation

Sent from my iPhone  
Allen Phillips MSDM  
Massachusetts Emergency  
Management Agency  
[allen.phillips@mass.gov](mailto:allen.phillips@mass.gov)

Begin forwarded message:

**From:** Jay Spaulding [REDACTED]  
**Date:** November 1, 2022 at 9:24:28 AM EDT  
**To:** Allen Phillips <[PhillipsA@leicesterma.org](mailto:PhillipsA@leicesterma.org)>  
**Subject:** Resignation

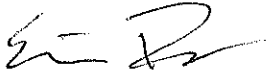
Effective today I must resign from the Bark Park Committee due to Personal issues.

Jay Spaulding

To whom it may concern

I Eric Bulak is officially resigning from my position at the Leicester highway dept.  
My last day of employment will be 11/11/2022

Sincerely.  
Eric Bulak.

A handwritten signature in black ink, appearing to read "Eric Bulak", with a stylized, cursive script.

# TOWN OF LEICESTER/HIGHWAY DEPT

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BRIAN KNOTT  
HIGHWAY DEPT  
NOVEMBER 2nd 2022

TO WHOM IT MIGHT CONCERN

I AM WRITING THIS LETTER TO INFORM YOU OF  
MY INTENT TO RETIRE

I APPRECIATE all of THE OPPORTUNTIES I HAVE HAD  
WHILE WORKING FOR THE TOWN

BUT IS IN MY BEST INTEREST TO RETIRE AND MOVE ON.

MY RETIREMENT SHALL BE EFFECTIVE DEC 1ST 2022

SINCERELY

WILLIAM BURTT

# Donna K. Main

[REDACTED]  
[REDACTED] / [REDACTED]

## Education

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**Middlesex Community College, Bedford, MA.** - AAS Health Care Admin Graduation May, 2021  
**Columbia Southern University** -AAS- Criminal Justice 59 credit hours completed

## Skills

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Expert knowledge of Microsoft Word, Excel, Access and Power Point 10  
Expert knowledge of MacOS Catalina 10.15.1 and Windows  
Excels in communication, organizational and multitasking skills.  
Knowledgeable in Medical Billing and Coding

## Experience

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### **Town of Groton** **Parks Administrator**

**2021-Current**

- Under limited supervision, the Parks Administrator is responsible for the oversight and management of parks and commons of the town of Groton. The Parks Administrator works with the Parks Commission and reports to the Town Manger.
- Conducts monthly commission meetings and completes and posts meeting minutes to the Town website in a timely manner.
- Processes all monthly invoices on Microix within net 30
- Manages Park schedules and permitting

### **Wells Fargo**

**2012- 2013**

#### **Teller**

- Used attention to detail for proper processing of banking transactions and to ensure the cash vault was balanced daily.
- Assisted with balancing main bank vault (excess of 2 million dollars) and processing and receiving change orders from armored car services.
- Informed customers of products and services that may be of use to them.

### **Intercontinental Hotel Group, Holiday Inn**

**2011 - 2012**

#### **Front Office Supervisor**

- Booked reservations for guests to accommodate their needs during their stay, including placing dry cleaning orders, newspaper orders, etc.
- Answered phone calls and assist with sales calls.
- Kept records of customer interactions, transactions, record details of inquiries, complaints, and comments and actions taken.
- Made schedules, responded to emails, created group blocks and negotiate corporate rates
- Created hotel power-point presentation of daily information and directions for guests and groups.
- Used problem solving skills to resolve customer grievances and forwarded to designated departments for further investigation if necessary.
- Assisted the Guest Services Manager, Sales Manager, Food and Beverage Director, Inn Secretary, and General Manager with customer problems, discussing and developing long-term solutions to satisfy guest needs, meeting goals and maintaining standards within IHG.
- Helped our staff achieve 7<sup>th</sup> best overall customer satisfaction survey in the country.

### **Target**

**2008 - 2011**

#### **Lead Cake Decorator**

Acted as shift manager/lead department trainer, assisting department manager to meet customer needs and resolve complaints.



- Provided and created custom order cakes for guests.
- Took inventory, ordered supplies as needed, stocked bakery sales floor.
- Checked out guests, handled cash and credit card transactions.
- Assisted with employee scheduling.
- Oversaw daily cleanliness, sanitation ensuring the department received passing steri-tech inspections.

### **Holiday Inn Executive Center**

**2006 - 2007**

#### ***Accounts Payable/General Cashier/HR Assistant/Sales Receptionist***

- Conducted initial interviews for potential employees, provided orientation for new hires.
- Settled and paid all incoming invoices from vendors/utility services.
- Maintained a \$40,000 vault with zero overages or shortages.
- Processed all cashier drops, bank deposits and change requests.
- Completed monthly bank audits on cashiers.
- Created Excel spreadsheets, PowerPoint presentations and word documents for the sales department.
- Set and managed sales appointments and schedules for a five-person sales team.

### **Additional Information**

**Command Family Ombudsman-US Navy 2007-2016-** Operational support of Naval Commands, crew and family members

**Vice President/ Co-Founder-Veterans Nonprofit Summit-Operation Camp/Friends Never Forget 2011-current-** A founding member of the non-profit which meets quarterly to discuss programs for Gold Star Families.

Medical Healthcare Solutions- Andover Ma. Required internship completed

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**SUSAN ROWLAND**

[REDACTED]

[REDACTED]

## **EDUCATION**

FLORIDA ATLANTIC UNIVERSITY, Boca Raton, Florida [SEP] B.S. in Nursing Sept. 1995 [SEP] Member of Sigma Theta Tau, International Honor Society of Nursing

DAYTONA BEACH COMMUNITY COLLEGE, Daytona Beach, Florida Associate Degree of Nursing, May 1990

FLORIDA STATE UNIVERSITY, Tallahassee, Florida B.S. in Psychology, Dec. 1986

## **EXPERIENCE**

**September 2021 to present**

### **School Nurse**

SNAP data entry, assist with screenings, compliance with DPH and Department of Education requirements, assist with trainings, medication administration, care plans and IEP, working with DPH as a contact tracer during COVID 19, devising protocols and procedures for return to school during COVID 19

**April 2020 to present**

### **Board of Health RN**

Assisting in COVID contact and tracing; helping to educate the public about diseases or illnesses, as well as organize efforts to provide healthcare to a community or create a campaign to spread the word about an epidemic; assisting in flu clinics; contacting cases of tick borne illnesses and food borne illnesses;

**March 2019 to August 2020**

### **Spencer East Brookfield Public Schools**

#### **School Nurse**

SNAP data entry, assist with screenings, compliance with DPH and Department of Education requirements, assist with trainings, medication administration, care plans and IEP, working with DPH as a contact tracer during COVID 19, devising protocols and procedures for return to school during COVID 19

**May 2017 - March 2019**

## Leicester Public Schools

### Assist Primary School Nurse/Floating Sub

SNAP data entry, assist with screenings, compliance with DPH and Department of Education requirements, assist with trainings, medication administration, care plans and IEP

**February 2014 -August 2016**

## UMass Memorial Healthcare

Floor nurse on lock down psychiatric ward —administer meds, maintain safety checks, communicate with outpatient providers and MD and social workers, de escalate clients, draw labs, assisting with discharge planning and follow -up services

**March 2013 -May 2014**

## Epic Healthcare/Americare at Home

Homecare RN responsible for patient care, med management and managing as a liaison between clients and their doctors and case managers

**Nov. 2006 -Dec. 2012** [SEP]

## Americare Health Services/[SEP]Americare at Home

[SEP] Responsible for supervising 80+ home health aides and personal care assistants; managing all aspects of care delivery for multiple elder service agencies, i.e. placements/supervisory visits per regulatory or contract requirements along with training and reviewing yearly competencies; also acting as a liaison to elder service agencies and participating in audits. Responsibilities included hiring, disciplinary, and retention activities.

## Certifications

Certified School Nurse for state of Massachusetts

CPR certified

Case Manager Certification (Expired)

## Chris Vitale

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**From:** Michael Dupuis <mdupuis@leicesterfireems.org>  
**Sent:** Tuesday, October 25, 2022 2:02 PM  
**To:** Chris Vitale  
**Subject:** new recruit hires

Hi Chris, I have the following new recruit hires that need to go in front of the Selectboard. When would that be scheduled so I can inform them?

Bryan Raymond [REDACTED]

Roger McManus [REDACTED]

Sean McGrail [REDACTED]

Melvin Medina [REDACTED]

Brett Willand [REDACTED]

Matthew Brooks [REDACTED]

Michael Dyson [REDACTED]

Jaime Bazydlo [REDACTED]

Daniel George [REDACTED]

Thanks,

Mike

Chief Michael R. Dupuis, CFO

Leicester Fire/EMS Department

3 Paxton Street, Leicester, MA 01524

Office #: 508-892-7022 ext. 1102





# TOWN OF LEICESTER

## Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

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

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

October 13, 2022

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

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

*Director of Elder Affairs*

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

Dear Henry and Family:

Thank you for helping make a special breakfast event for our veterans more special because of your generosity with a donation of \$1,500. As I indicated in my letter to you, the last two-and one-half years have been very difficult for our seniors and more-so for our veterans. For example, our Golden Needles Club had 12 participants before COVID and are now down to four. Not all passed due to COVID but it is still extremely hard for them to come to terms with such loss. Together they socialized, laughed and knit mittens for our young children, hats for those who are police, firefighters, highway. It has been devastating.

As a senior center dedicated to making sure that our seniors are continually served, it was with this in mind, we remained as open as we could during the Pandemic. We actually had programs on our front porch in the middle of winter using propane gas heaters. We staffed our offices and edited our newsletter to include games such as REBUS where we knew that seniors would not know the answers to all puzzles and urged them to call and when they called, we were able to chat with them. We engaged our large senior group (over 100 in the Senior Citizens Club of Leicester) to call their members weekly. By maintaining contact, we hoped to reduce their loneliness and it did. They are now back every second Tuesday of the month. A few weeks ago, we cooperated with them and had a great welcome meal where over 100 combined members and nonmembers attended. This, we hope this type of activity will be something we continue to provide. In April we will host a Prom with our school seniors at the Becker Campus. It is our way of engaging seniors with our schoolchildren. Many have told us that they never had the chance as young adults to attend a prom, some because they were called to war.

Again, thank you so very much as your generosity helps us provide some of these programs and us replace some of our broken-down equipment.

Sincerely,

Rachelle S. Cloutier, M.Ed.  
Director of Elder Affairs  
Cc: Town Administration  
Board of Select persons



# **TOWN OF LEICESTER**

## **Council on Aging**

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

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

*www.leicesterma.org*

**October 25, 2022**

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

*Director of Elder Affairs*

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

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

**Dear Morin Family:**

**The senior center is very thankful for your generous donation of \$100.00 in support of the upcoming Veteran's breakfast. This event for us at the center is always moving. Once again, as in the past, our schoolchildren will be here to serve.**

**This year, our Guest Speaker is Col. Richard Cipro, MA Army National Guard. Bill Moore, CEO of Project New Hope is our MC. The Invocation will be made by Nancy Lamb, RN retired from the US States Air Force and now Outreach Coordinator for the Leicester Council on Aging Senior Center. The National Anthem will be sung by High School Student Grace Reinke.**

**We want you to know that your financial support will make a noteworthy difference in our abilities to provide this special breakfast at no charge to our veterans and immediate family members.**

**Again, thank you.**

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

**Cc: David Genereux, Town Administrator  
Board of Selectmen**



## **TOWN OF LEICESTER**

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**October 25, 2022**

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

*Director of Elder Affairs*

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

**Senior Citizens Club of Leicester  
c/o Marguerite Soojian, President  
1666 Main Street  
Leicester, MA 01524**

**Dear Marguerite and senior group members:**

**The senior center is very thankful for your generous donation of \$100.00 in support of the upcoming Veteran's breakfast. This event for us at the center is always moving. Once again, as in the past, our schoolchildren will be here to serve.**

**This year, our Guest Speaker is Col. Richard Cipro, MA Army National Guard. Bill Moore, CEO of Project New Hope is our MC. The Invocation will be made by Nancy Lamb, RN retired from the US States Air Force and now Outreach Coordinator for the Leicester Council on Aging Senior Center. The National Anthem will be sung by High School Student Grace Reinke.**

**We want you and the club members to know that your financial support will make a noteworthy difference in our abilities to provide this special breakfast at no charge to our veterans and immediate family members.**

**Again, thank you.**

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

**Cc: David Genereux, Town Administrator  
Board of Selectmen**

**All members of the senior group may wish to sign up for this special event. For veterans and family members the breakfast is free of charge and for nonveterans and family there is a \$3 fee.**



307 Hartford Turnpike  
Shrewsbury, MA 01545  
(508) 753-7221 Phone  
(508) 753-1532 Fax

To whom it may concern,

Al's Oil Service, under the direction of Service Manager Dave Lambert, hereby donates a Roth 275 gallon oil tank and its installation to the Leicester Fire Department for use in Station 2, located on Main Street in Cherry Valley.

Respectfully,

Dave Lambert  
Service Manager

A handwritten signature in cursive script, appearing to read "Dave Lambert", is written over the printed name and title. The signature is fluid and extends to the right, crossing over the line of the printed text.



To be typed on Town letterhead and emailed to:

Lauren.McCallum@point32health.org

October 14, 2022

Lauren McCallum  
Account Executive  
Harvard Pilgrim Health Care

**RE: Town of Leicester Medicare Enhance Plan**

Dear Ms. McCallum:

This letter is to inform you that the Town of Leicester will be terminating the above group contract effective January 1, 2023. This includes the current Medicare Enhance plan.

We would like to thank you for the valuable services you have provided over the term of the contracts. In the future, if the opportunity arises, we are hopeful your organization will consider working with the Town again on the employee benefits program

Sincerely,

*Dave Genereux*

*Town Manager*

*CC: NFP*

**Leicester**

MONTHLY CONTRIBUTION RATES		
PRODUCTS	TIERS	RATES
Medex 2 (with Hearing & Vision Riders) & PDP 37 (\$10/\$20/\$35; 2X MO)	Individual	\$367.92

**Benefits represent current offerings included on Medical plans**

Prospective rates are based on continuing the current enrollment.

Medex 2 will renew January 1st, 2024.

Proposal requires retiree enrollment for January 1, 2023.

Please provide a copy of the PEC or IAC agreement & signed MIIA Member Agreement.

Signature for Acceptance of Rates	Title	Date
Print Name		

# TOWN OF LEICESTER

---

**DATE: NOVEMBER 7, 2022**

This Contract is entered into on, or as of, this date by and between the Town of Leicester, 3 Washburn Square, Leicester MA 01524 (the "Town"), and

Contractor Name: Mohawk Fence Co.

Contractor Address: 185 Oak Street

Shrewsbury, MA 01545

Telephone Number: 508-614-5507

Fax Number \_\_\_\_\_

Contact Name: Carrick O'Brien

Contact Email: Carrick@mohawkfence.com

1. This is a Contract for the procurement of the following:

Installation of a fence around the football field at Leicester High School per estimate dated 12 October 22 (attached).

2. The Contract price to be paid to the Contractor by the Town is:  
Twenty-Eight Thousand, Five Hundred Dollars (\$28,500)

3. Payment will be made as follows:

3.1 Progress Payments Contract – The Town will pay on an itemized monthly bill issued for all work done by the contractor on a monthly basis until the project is complete.

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$28,500 as more fully set forth in the Contractor Documents, unless approved by the Town Administrator.

3.3 There shall be no further costs, fees, or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when

the Project/Goods/Services is/are delivered to the Town when the project is completed, and the services are complete and/or the goods are delivered and accepted.

#### 4. Security

- 4.1 In the event the contract price exceeds the sum of \$25,000.00, the Contractor must provide security in the form of a 50% payment bond or otherwise, conditioned upon the faithful performance of this Contract.

#### 5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment, and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

#### 6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before 01/31/2022, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

#### 7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town

Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties, or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event, funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties, or charges to the Town.

#### 8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

#### 9. Termination and Default:

9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days-notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days-notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

9.3 Default. The following shall constitute events of a default under the Contract:

any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

#### 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay, or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

#### 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach

of this Contract, and the Town of Leicester shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission, or mistake of the Contractor in providing services as provided in this Contract.

## 12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state, and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state, or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State, and local laws, rules, regulations, policies, and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order, or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders, and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees, or subcontractors of any such law, by-law, regulation, or decree.

## 13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

#### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

#### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex, or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff, and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex, or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state, and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex, or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex, or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor

deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall consider the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

#### 16. Assignment:

The Contractor shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

#### 17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

#### 18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Leicester unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.



#### 19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

#### 20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Leicester shall be individually or personally liable on any obligation of the Town under this Contract.

#### 21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused

by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance

### 22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

### 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Leicester as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses, and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location, and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute, and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

#### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

#### 26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty, or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

#### 28. Severability

If any term or condition of this Contract 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 Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

#### 31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

#### 32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract 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.

#### 33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Leicester shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT C attached hereto. (Not Applicable)

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Leicester by:

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## Select Board Chair

---

Date

The Contractor by:

Signature \_\_\_\_\_

Date \_\_\_\_\_

---

Print Name & Title

## CLERK'S CERTIFICATE

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Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver, and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

---

Clerk of Corporation

SEAL

## CONTRACT CHECKLIST

Initials

1. Certification of Signatures

- For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
- For LLC: need Manager signature or signed vote of the LLC

\_\_\_\_\_

2. Insurance Certificate

(Showing Town as additional insured)

- a. Matches amount of insurance required under contract

\_\_\_\_\_

3. Signed by Contractor

- a. Matches certification by Corp officer of authority.

\_\_\_\_\_

4. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

\_\_\_\_\_

5. Attestation Certification

\_\_\_\_\_

Contract Reviewed by: \_\_\_\_\_

Signature

\_\_\_\_\_



**TOWN OF LEICESTER**  
**Leicester, Massachusetts**

**ATTESTATION CERTIFICATION**

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

\_\_\_\_\_  
Social Security or  
Federal Identification #

\_\_\_\_\_  
Signature of Individual or Corporate  
Name

By: \_\_\_\_\_  
Corporate Officer

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

**(PLEASE PRINT)**  
BUSINESS NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

P.O. BOX \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

# TOWN OF LEICESTER

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**DATE: NOVEMBER 7, 2022**

This Contract is entered into on, or as of, this date by and between the Town of Leicester, 3 Washburn Square, Leicester MA 01524 (the "Town"), and

Contractor Name: Cape Cod Builders Inc

Contractor Address: 14 Bosuns Lane

Bourne, MA 02532

Telephone Number: 508-400-5578

Fax Number NA

Contact Name: Thomas Pappas

Contact Email: capecodebuilders@hotmail.com

1. This is a Contract for the procurement of the following:

Remove existing EPDM roof and underlying built-up roof (BUR) down to the steel decking, installing insulation, blocking, and a new self-adhered non-reinforced EPDM roofing system over the prepared surface. Bid included sumps around 2 drains, plumbing boots on vent pipes, and wall flashings and drip edge. Total roof surface is 2,772.27 square feet.

2. The Contract price to be paid to the Contractor by the Town is:

Fifty-Seven Thousand Dollars (\$57,000)

3. Payment will be made as follows:

3.1 Progress Payments Contract – The Town will pay on an itemized monthly bill issued for all work done by the contractor on a monthly basis until the project is complete.

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$57,000 as more fully set forth in the Contractor Documents, unless approved by the Town Administrator.

3.3 There shall be no further costs, fees, or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed, and the services are complete and/or the goods are delivered and accepted.

#### 4. Security

4.1 In the event the contract price exceeds the sum of \$25,000.00, the Contractor must provide security in the form of a 50% payment bond or otherwise, conditioned upon the faithful performance of this Contract.

#### 5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment, and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

#### 6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before 01/31/2023, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

#### 7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties, or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event, funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties, or charges to the Town.

#### 8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

#### 9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days-notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days-notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:  
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

#### 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay, or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

#### 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Leicester shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including “Damages” including but not limited to costs, attorney’s fees or other damages resulting from said breach (“Damages”) as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission, or mistake of the Contractor in providing services as provided in this Contract.

## 12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state, and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state, or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State, and local laws, rules, regulations, policies, and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order, or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders, and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees, or subcontractors of any such law, by-law, regulation, or decree.

## 13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees,

or subcontractors are thereby in violation of General Laws Chapter 268A.

#### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

#### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex, or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff, and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex, or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state, and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex, or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex, or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons

without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall consider the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

#### 16. Assignment:

The Contractor shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

#### 17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

#### 18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Leicester unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and

duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Leicester shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.



- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance

### 22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

### 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Leicester as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and

claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses, and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location, and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any

royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute, and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

#### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

#### 26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty, or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

## 28. Severability

If any term or condition of this Contract 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 Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

## 29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

## 30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

## 31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

## 32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract 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.

## 33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Leicester shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT C attached hereto. (Not Applicable)

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Leicester by:

_____	_____
Select Board Chair	Date
_____	

The Contractor by:

<i>Thomas Pappas</i>	11/3/22
_____	_____
Signature	Date
_____	
Thomas Pappas / President	
Print Name & Title	

## SUPPLEMENT “C”

### [] CONSTRUCTION

SUPPLEMENT “C” - Applicable to Contracts for the construction of:

(1) Public Buildings and Public Works

(Governed by the provisions of General Laws Chapter 30B);

(2) Public Buildings

(Governed by the provisions of General Laws Chapter 149, § 44A, et seq.); and

(3) Public Works

(Governed by the provisions of General Laws Chapter 30, §39M, et seq)

1. This form supplements the Town of Leicester “Contract and General Conditions” and applies only to contracts for the construction, reconstruction, alteration, remodeling or repair of public works or public buildings.
2. Wherever the law requires one contracting with a city or town to be bonded, such obligation shall be understood to be a term and condition of this Contract. The Contractor agrees to secure such bond (where required) in the form required by the Town and provide an original thereof to the Town prior to the commencement of performance.
3. Equality:
  - 3.1. In the case of a closed Specification written for a specific item or items to be furnished under the Base Bid, such specifications shall, as applicable, be in compliance with the Massachusetts General Laws, Chapter 30, Section 39M and Chapter 149, Sec. 44A et seq.
  - 3.2. Where the name of an item, material or manufacturer is mentioned in the Specifications or on the Drawings, except as above noted, the intent is to establish a standard and in no way should be construed to exclude any item or manufacturer not mentioned by name, but whose product meets the Specifications as to design, utility, and quality. Final decision shall rest solely with the Town’s Project Representative (herein after “Project Representative”) as to its acceptability.
4. Change Orders:
  - 4.1. Change orders must receive the approval of the Town Administrator and the appropriate Department or Division Head and must be supported by the project engineers and architects, if any.
  - 4.2. Change orders to contracts governed by General Laws Chapter 30B may not increase the quantity of goods or services provided by more than twenty-five (25%) per cent, in compliance with Sec. 13 of Chapter 30B.
5. The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Sec. 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 and 27D (Prevailing Wage), as shall be in force and as amended.
6. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the

property of the Town and others, including adjacent property, from injury or loss arising in connection with the Contract. The Contractor shall make good any such damage, injury, or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Town, or due to causes beyond the Contractor's control and not the Contractor's fault or negligence.

7. The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State, and local laws and codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor will erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, shall post danger signs warning against the hazards created by such features of construction such as pits, protruding nails, hosts, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents.
8. The Town shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide suitable accommodations for such access.
9. The Contractor shall appoint a competent superintendent and foreman and any necessary assistants, all of whom shall be satisfactory to the Town. If the Town in its sole discretion determines that the construction superintendent, foreman, or assistants are unacceptable to the Town, then upon seven days-notice from the Town, the Contractor shall replace such person or persons with people acceptable to the Town.
10. The Contractor shall give efficient supervision to the work, using its best skill and attention. The Contractor shall carefully study and compare the drawings, specifications and other instructions and shall at once report to the Town any error, inconsistency or omission which shall be discovered. Included in this responsibility shall be supervision of all work performed by subcontractors on the work.
11. Notwithstanding any other provision of this Contract to the contrary, if the Contractor should neglect to prosecute the work properly or fail to perform the contract or any of its provisions, the Town, upon three days written notice, may, without prejudice to any other remedy it may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor.
12. Inspection by the Town's Project Representative
  - 12.1. The Town shall have the right to designate a Project Representative who may make periodic visits to the site to familiarize the Town generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. The Project Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of these observations while at the site, the Project Representative will keep the Town informed on the progress of the work, will endeavor to guard the Town against defects and deficiencies in the work of contractors, and may condemn structural work as failing to conform to the Contract Documents. The Project Representative shall have authority to act on behalf of the Town only to the extent expressly delegated by the Town, which shall be shown to the Contractor, and shall have authority to stop the work whenever such stoppage may reasonably be necessary to insure the proper execution of the Contract.
  - 12.2. In connection with the work, the Project Representative shall not be responsible for construction methods, means, techniques, sequences, or procedures employed by the Contractor or the Contractor's safety programs, requirements, regulations, or precautions.

13. Decisions of the Project Representative

- 13.1. The Project Representative shall, within a reasonable time, make decisions on all claims of the Town or the Contractor and on all other matters relating to the execution and progress of the structural work or the interpretation of the Contract Documents.
- 13.2. The Project Representative's decision, in matters relating to the project, shall be final, if within the terms of the Contract Documents.
- 13.3. If, however, the Project Representative fails to render a decision within ten days after the parties have presented their evidence, either party may then avail itself of the remedies provided in this Contract or available to it by law. If the Project Representative renders a decision after such remedies have commenced, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decision is acceptable to the parties concerned.

14. Use of Premises by the Contractor:

- 14.1. The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law, by-laws, permits or directions of the Town and shall not unreasonably encumber the premises with its materials.
- 14.2. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

15. Maintenance of Premises:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the work site and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean", or its equivalent, unless more exactly specified. In case of dispute, the Town may remove the rubbish and charge the cost to the several contractors, as the Town shall determine to be just.

16. Right to Terminate

In addition to any other remedies herein provided and notwithstanding any other provisions hereof to the contrary, if the Contractor should (1) be adjudged a bankrupt, (2) make a general assignment for the benefit of creditors, (3) have a receiver appointed on account of its insolvency, (4) persistently or repeatedly refuse or fail to supply enough personnel and resources to perform the contract, (5) fail to make prompt payment to subcontractors or to providers of materials or labor, (6) persistently disregard laws and regulations or lawful directives of the Town, or (7) be guilty of a substantial violation of any provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving the Contractor (or any surety) seven days written notice, terminate the contract and the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it deems appropriate.

In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid amount owed to the Contractor for work already completed shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, legal, and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balances, the Contractor shall pay the difference to the Town.

The Contractor shall not be relieved of liability to the Town by virtue of any termination of this Contract, and



any claim for damages against the Contractor relating to the Contractor's performance under this contract shall survive any termination hereunder.

Notwithstanding any other provision of this Agreement, the Town reserves the right at any time in its absolute discretion to suspend or terminate this Agreement in whole or in part for its convenience upon seven days written notice to the Contractor. The Town shall incur no liability by reason of such termination except for the obligation to pay compensation for all work performed by the Contractor and accepted by the Town to the termination date.

17. Progress Payments:

- 17.1. The Contractor shall submit to the Town an itemized Application for Payment, supported to the extent required by the Town by invoices or other vouchers, showing payments for materials and labor, payments to Subcontractors and such other evidence of the Contractor's right to payment.
- 17.2. The Contractor shall, before the first application, submit to the Town a schedule of values of the various parts of the work, including quantities aggregating the total sum of the Contract, divided so as to facilitate payments to Subcontractors, made out in such form as the Town and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness. This schedule, when approved by the Town, shall be used as a basis for payment, unless it is found to be in error. If applying for payments, the Contractor shall submit a statement based upon this schedule.

18. Withholding of Payments

- 18.1. The Town may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary in its reasonable opinion to protect the Town of Leicester from loss on account of:
  - 18.1.1. Defective work not remedied.
  - 18.1.2. Claims filed or reasonable evidence indicating probable filing of claims.
  - 18.1.3. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
  - 18.1.4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
  - 18.1.5. Damage to another contractor.
  - 18.1.6. Delays resulting in liquidated damages.
- 18.2. Withholding of payments shall be in strict compliance with statutory requirements.

19. Claims by Contractor and Liability of Town

All claims by the Contractor against the Town shall, unless otherwise provided by law, be initiated by a written claim submitted to the Town no later than seven (7) calendar days after the event or the first appearance of the circumstances causing the claim. The claim shall set forth in detail all known facts and circumstances

supporting the claim. The Contractor shall continue its performance under this contract regardless of the submission or existence of any claims.

The limit of liability of the Town under this Agreement is limited to the compensation provided herein for work actually performed and shall in no event include liability for delays or for incidental, special or consequential damages or lost profits or for damages or loss from causes beyond the Town's reasonable control.

20. Damages for Delay:

The Contractor shall not have claims for any damages, costs, or expenses of any kind or nature, for any suspension, delay. Interruption, or acceleration of the work on the part of the Town, architect, or any of their consultants in performing or furnishing any work, or resulting from problems or deficiencies with materials, information, or documentation and/or decisions in connection with the execution of the work. The Contractor's sole remedy for such delay shall be for a claim for an extension of time to its period of contract performance.

21. The Contractors' Mutual Responsibility:

Should the Contractor cause damage to any separate subcontractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement, or by recourse to remedies provided by law or by the provisions of the contract. If such separate contractor sues the Town on account of any damage alleged to have been sustained, the Town shall notify the Contractor, who shall defend such proceedings at the Town's expense and, if any judgment against the Town arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Town including attorney's fees and related costs of litigation.

22. Separate Contracts:

- 22.1. The Town reserves the right to let other Contracts in connection with this work under similar General Conditions. The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its work with theirs.
- 22.2. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work except as to defects which may develop in the other contractor's work after the execution of its work.
- 22.3. To ensure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Town any discrepancy between the executed work and the Drawings.

23. Subcontracts:

- 23.1. All Subcontracts shall be awarded in conformity with the requirements of the General Laws, Commonwealth of Massachusetts, Chapter 149, Sections 44A to 44L, inclusive.
- 23.2. The Contractor agrees that it is as fully responsible to the Town for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

23.3. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Town.

24. Contractor-Subcontractor Relations:

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Drawings and Specifications, as far as applicable to its work, including the provisions of the General Laws, Commonwealth of Massachusetts, Chapter 149, Section 44A, et seq.

25. The Contractor's Insurance:

Notwithstanding any other provisions of this Contract to the Contrary and in addition to any requirements set forth in the Contract, the Contractor shall provide and maintain the following insurance:

- 25.1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

25.2 Liability Insurance Requirements

In addition to the liability insurance requirements set forth in the Contract, the liability insurance shall include all major divisions and shall be on a comprehensive general basis including Premises and Operations, Owners and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned and Hired Motor Vehicles. All such insurance shall be written for not less than any limits of liability required by law, unless otherwise provided in the contract documents. The Contractor's insurance shall include:

Excess Liability	(Umbrella)	\$3,000,000
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Excess Liability (Umbrella) Insurance (Subcontractors)	\$1,000,000 or 1.5 times the value of the subcontract, whichever is higher.
--------------------------------------------------------	-----------------------------------------------------------------------------

- 25.3. The above insurance policies shall also be subject to the following requirements:

25.3.1. Insurance coverage for the Contractor's Comprehensive General Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance" shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.

25.3.2 All premium costs shall be included in the Contractor's bid.

26. Protective Liability Insurance:

- 26.1. The Contractor shall purchase and maintain such insurance as described in the preceding paragraph as will protect the Town from claims which may arise from operations under the Contract, including operations performed for the named insureds by independent contractors and general inspection thereof by the named insureds.

26.2. The Contractor shall also purchase and maintain such insurance as will protect the Town against

Automobile Non-Ownership Liability in connection with the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- 26.3. The limits of liability for coverage required under the Contract shall be as specified within the Contract documents.

The Town shall be named as an additional insured on the above referenced liability Policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements and amendments, shall be the sole responsibility of the Contractor.

27. Liens:

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Town a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor shall comply with all statutory provisions of the General Laws of the Commonwealth of Massachusetts with regard to liens, Chapter 254 and 149 as amended (as a minimum requirement).

28. Guarantees:

29.1 The Contractor guarantees and warrants to the Town that all labor furnished under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

- 28.2. If at any time any part of the work constructed under the terms of this contract shall in the opinion of the Town Administrator require repairing due to defective work or materials furnished by the Contractor, he may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to start such repairs within ten days of the date of giving it notice thereof and to complete the same to the satisfaction of the Town Administrator with reasonable dispatch, then the latter may employ other persons to make such repairs. The Town shall charge the expense thereof to the Contractor and may use any moneys still retained to pay for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.

- 28.3. All guarantees and warranties required in the various Sections of the Specifications which originate with a Subcontractor or Manufacturer must be delivered to the Town before final payment to the Contractor may be made for the amount of that subtrade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall be held to constitute a failure of the Subcontractor to fully complete his work in accordance with the Contract Documents. The Contractor's obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

Town Accountant \_\_\_\_\_ Date \_\_\_\_\_

## CLERK'S CERTIFICATE

\_\_\_\_\_  
Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of Cape Cod Builders, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver, and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, Thomas Pappas the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on 11/3, 2022.

Thomas Pappas  
Clerk of Corporation

SEAL *MA Corp 07-2008*

## CONTRACT CHECKLIST

Initials

TP

1. Certification of Signatures

- For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
- For LLC: need Manager signature or signed vote of the LLC

2. Insurance Certificate

(Showing Town as additional insured)

- a. Matches amount of insurance required under contract

TP

3. Signed by Contractor

- a. Matches certification by Corp officer of authority.

TP

4. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

TP

5. Attestation Certification

Included in Bid

Contract Reviewed by: Thomas Pappas  
Signature  
Thomas Pappas

**TOWN OF LEICESTER**  
**Leicester, Massachusetts**

**ATTESTATION CERTIFICATION**

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

262-81-6797

Social Security or  
Federal Identification #

*Thomas Pappas*

Signature of Individual or Corporate  
Name

By: Thomas Pappas  
Corporate Officer

Date: 11/3/22

**(PLEASE PRINT)**

BUSINESS NAME Cape Cod Builders

STREET ADDRESS 14 Bosuns Lane

P.O. BOX

CITY, STATE, ZIP Bourne MA 02532





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/03/22

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Colburn Group, LLC. 345 Front St. PO Box 10 Marion MA 02738	<b>CONTACT NAME:</b> CHARLES RIDER <b>PHONE (A/C, No, Ext):</b> (508) 378-1166 <b>FAX (A/C, No):</b> (508) 378-1177 <b>E-MAIL ADDRESS:</b> charles.rider@live.com
<b>INSURED</b> Cape Cod Builders Inc 14 Bosuns Lane Bourne MA 02532	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ASSOCIATED INDUSTRIES OF MASS <b>INSURER B:</b> JAMES RIVER INSURANCE CO <b>INSURER C:</b> RPS/Evanston Insurance Co <b>INSURER D:</b> Safeco Insurance <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** CL1991900713**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			00107355-0	09/09/2021	09/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
D	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			K3497878 - 2017 Ford F350	01/14/2021	01/14/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 100,000
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$			UK6957945 - 2017 Ford F350	06/12/2021	06/12/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	VWC-100-6024302-2021A	09/12/2021	09/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			10152019CUMB	11/06/2020	11/06/2023	Each Occurrence \$5,000,000 General Aggregate \$5,000,000 Products Completed \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**Town of Leicester  
3 Washburn Square, Leicester, MA 01524  
Fire Station Rof Replacement**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

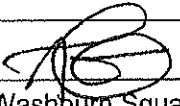
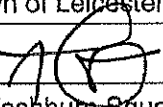
# Leicester Zoning Board of Appeals

## Special Permit & Variance Application Form

**PERMIT TYPE:** ☐ Special Permit ☒ Variance

**Date:** 10/13/2022

ZBA 22-11

CONTACT INFORMATION			
<b>Property Owner:</b>			
<b>Name:</b>	Town of Leicester, MA		
<b>Company Name:</b>			
<b>Signature:</b>			
<b>Address:</b>	3 Washburn Square, Leicester, MA 01524		
<b>Phone:</b>	508-892-7077	<b>Email:</b>	vitalec@leicesterma.org
<b>Applicant:</b>			
<b>Name:</b>	Chris Vitale, Assistant Town Administrator		
<b>Company Name:</b>	Town of Leicester, MA		
<b>Signature:</b>			
<b>Address:</b>	3 Washburn Square		
<b>Phone:</b>	508-892-7077	<b>Email:</b>	vitalec@leicesterma.org
<b>Primary Contact Person:</b> <i>(The person that will be contacted by Town staff during the application process.)</i>			
<b>Name:</b>			
<b>Company Name:</b>			
<b>Address:</b>			
<b>Phone:</b>		<b>Email:</b>	
PROJECT INFORMATION			
<b>Project Address:</b>	1812 House (961 Main Street, Lot 4, Leicester, MA 01524)	<b>Zoning District:</b>	R2
<b>Assessors Map &amp; Parcel #</b>	20C A13		
<b>Deed Reference (Book/Page):</b>	Book 966 Plan 64		
<b>Size of Proposed Structures:</b>		<b>Total Lot Area:</b>	15,856 SF
<b>Water Source:</b>	Leicester Water Sewer District	<b>Sewer Source:</b>	Leicester Water Sewer District
<b>Applicable Zoning Bylaw Section(s):</b>	Section 4.2 Schedule of Dimensional Requirements		
<b>Brief Project Description:</b>			
<p>Please include a brief description on this form (i.e. do not write "see attached"). [Examples: construction of a 10' x 20' shed in the front yard of an existing home; installation of a 60s.f. freestanding sign (special permit required to exceed 50 s.f.)]</p> <p>The Town of Leicester is seeking the following variances for the 1812 House, Located at 961 Main Street, Leicester, MA 01524:</p> <ol style="list-style-type: none"> <li>1) A variance for the parcel size of 15,876 SF, 4,124 SF less than the minimum for a parcel in a R2 zone (20,000 SF).</li> <li>2) A variance for the 1812 House's front setback of 17.5', which does not meet the 25' front setback requirement in an R2 zone.</li> <li>3) A variance for the 1812 House's rear setback of 17.1', which does not meet the 25' rear setback requirement in an R2 zone.</li> </ol>			

**PROJECT INFORMATION, Continued****State Briefly Reasons for Variance or Special Permit:**

*See Zoning Board of Appeals Instructions for Variance and Special Permit Applications. You may use the space below and/or attach additional pages as necessary to fully describe the application and reasons for the variance or special permit.*

The 1812 House is a historic property formerly owned by Becker College. On December 29th, 2021, the Town took full ownership of Becker College's Leicester campus. Following its purchase, the Town subdivided the campus to provide additional reuse options for the various buildings. However, due to the configuration of the campus, the 1812 House parcel can not meet the dimensional requirements of a R2 zone as outlined in Section 4.2 Schedule of Dimensional Requirements.

The approval of these variances will allow the Town to rearrange lot lines, separating multiple structures on one lot, and allowing 1812 House to be independent from Barrett Hall. Approval of these variances will allow the Town to take into consideration the historical significance of the preexisting structure, and allow the Town to explore opportunities for redevelopment that respect and preserve the character of the neighborhood.

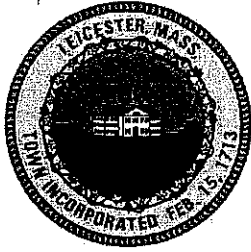
**APPLICATION CHECKLIST:**

*Use this checklist to ensure you have provided all required information.*

*Three (3) copies of all paper submittals are required except where noted.*

<input checked="" type="checkbox"/> Application Form	<input type="checkbox"/> Any supplemental information where applicable (letters, detailed project information, etc.)	<input checked="" type="checkbox"/> Plans (1-full-size & 2 11"x17")
<input checked="" type="checkbox"/> Certified Abutters List (1 copy)	<input type="checkbox"/> Fee (\$175) - check payable to the Town of Leicester <i>N/A</i>	<input checked="" type="checkbox"/> .pdf copy of <u>all</u> submitted documents (CD or USB Drive)

***Submit the full application to the Town Clerk's Office***



**Town of Leicester**  
**ZONING BOARD OF APPEALS**  
3 Washburn Square  
Leicester, Massachusetts, 01524-1333  
Phone: 508-892-7007 Fax: 508-892-7070  
[www.leicesterma.org](http://www.leicesterma.org)

**Project Name: 1812 House (ZBA 22-11)**

**PUBLIC HEARING NOTICE**  
**LEICESTER ZBA**

The Zoning Board of Appeals of the Town of Leicester, MA will hold a public hearing on **Wednesday, November 16, 2022 at 6:00 PM**, or soon thereafter, in the Select Board meeting room, Leicester Town Hall, 3 Washburn Sq., Leicester, MA on the petition of the Town of Leicester for a Variance for insufficient lot area (15,876 SF existing, 20,000 SF required), front setback (17.5 FT existing, 25 FT required), and rear setback (17.1 FT existing, 25 FT required) at 981 Main Street.

A copy of the application may be inspected in the Town Clerk's Office during regular business hours or online at [leicesterma.org/zba](http://leicesterma.org/zba). Any person interested or wishing to be heard on this application should appear at the time and place designated or submit written comments on or before the hearing date by mail or email.

Jim Buckley, Chair  
Leicester Zoning Board of Appeals

To be published in the Worcester Telegram & Gazette on: **NOVEMBER 2, 2022 and NOVEMBER 9, 2022**



## 300 foot Abutters List Report

Leicester, MA  
September 19, 2022

### Subject Property:

Parcel Number: 20C-A13-0  
CAMA Number: 20C-A13-0  
Property Address: 981 MAIN ST

Mailing Address: BECKER COLLEGE  
61 SEVER STREET  
WORCESTER, MA 01609

---

### Abutters:

Parcel Number: 20-A1.1-0  
CAMA Number: 20-A1.1-0  
Property Address: 51 WINSLOW AV

Mailing Address: SEVEN HILLS COMM SERV INC  
81 HOPE AVE  
WORCESTER, MA 01603

Parcel Number: 20-A1-0  
CAMA Number: 20-A1-0  
Property Address: 7 13 WASHBURN SQ

Mailing Address: BECKER COLLEGE-LEIC CAMPUS  
MARSH HALL  
3 PAXTON STREET  
LEICESTER, MA 01524

Parcel Number: 20A-B10-0  
CAMA Number: 20A-B10-0  
Property Address: 52 PAXTON ST

Mailing Address: FLEMING REVOCABLE TRUST FLEMING  
MICHEAL  
52 PAXTON ST  
LEICESTER, MA 01524

Parcel Number: 20A-B12-0  
CAMA Number: 20A-B12-0  
Property Address: 1 WASHBURN SQ

Mailing Address: LEICESTER FED CHURCH  
PO BOX 122  
LEICESTER, MA 01524

Parcel Number: 20A-B13-0  
CAMA Number: 20A-B13-0  
Property Address: 3 WASHBURN SQ

Mailing Address: TOWN OF LEICESTER TOWN HALL  
3 WASHBURN SQUARE  
LEICESTER, MA 01524

Parcel Number: 20A-B14-0  
CAMA Number: 20A-B14-0  
Property Address: 5 WASHBURN SQ

Mailing Address: UNITARIAN CHURCH  
WASHBURN SQ  
LEICESTER, MA 01524

Parcel Number: 20A-B15-0  
CAMA Number: 20A-B15-0  
Property Address: REAR PAXTON ST

Mailing Address: MASON KIMBERLY  
82 PAXTON STREET  
LEICESTER, MA 01524

Parcel Number: 20A-B16-0  
CAMA Number: 20A-B16-0  
Property Address: REAR PAXTON ST

Mailing Address: GERTSIOS TRIANTAFILLOS GERTSIOS  
PANAGIOTA L  
55 HOWARD STREET  
PAXTON, MA 01612

Parcel Number: 20A-B2-0  
CAMA Number: 20A-B2-0  
Property Address: 79 WINSLOW AV

Mailing Address: LACROIX RICHARD D SHUGRUE  
MARGARET M  
79 WINSLOW AVENUE  
LEICESTER, MA 01524

Parcel Number: 20A-B5.1-0  
CAMA Number: 20A-B5.1-0  
Property Address: WINSLOW AV

Mailing Address: LACROIX RICHARD D SHUGRUE  
MARGARET M  
79 WINSLOW AVENUE  
LEICESTER, MA 01524



## 300 foot Abutters List Report

Leicester, MA  
September 19, 2022

Parcel Number: 20B-A32-0  
CAMA Number: 20B-A32-0  
Property Address: 11 WINSLOW AV

Mailing Address: COLLARI KERRY A COLLARI ANDREW R  
11 WINSLOW AV  
LEICESTER, MA 01524

Parcel Number: 20B-A33-0  
CAMA Number: 20B-A33-0  
Property Address: 9 WINSLOW AV

Mailing Address: PATRICKS LAWRENCE J PATRICIA A  
PATRICKS FAMILY TRUST  
9 WINSLOW AV  
LEICESTER, MA 01524

Parcel Number: 20B-A34-0  
CAMA Number: 20B-A34-0  
Property Address: 882 MAIN ST

Mailing Address: MCCAULIFF ALFRED E & ROBERT A ET  
AL C/O MARGARET DONNELLY  
567 BOLTON ROAD  
VERNON ROCKVILLE, CT 06066-6010

Parcel Number: 20B-A35.1-0  
CAMA Number: 20B-A35.1-0  
Property Address: 886 MAIN ST

Mailing Address: HARTNESS DANA M HARTNESS DONNA  
M  
886 MAIN STREET  
LEICESTER, MA 01524

Parcel Number: 20B-A35-0  
CAMA Number: 20B-A35-0  
Property Address: MAIN ST

Mailing Address: PETERS NORMAN H PETERS ELAINE  
888 MAIN ST  
LEICESTER, MA 01524

Parcel Number: 20B-A38-0  
CAMA Number: 20B-A38-0  
Property Address: 918 MAIN ST

Mailing Address: LAMB III HAROLD W  
918 MAIN STREET  
LEICESTER, MA 01524

Parcel Number: 20B-A39-0  
CAMA Number: 20B-A39-0  
Property Address: 952 MAIN ST

Mailing Address: BECKER COLLEGE LEICESTER  
CAMPUS  
WASHBURN SQ  
LEICESTER, MA 01524

Parcel Number: 20C-A10-0  
CAMA Number: 20C-A10-0  
Property Address: 1003 MAIN ST

Mailing Address: BECKER COLLEGE LEICESTER  
CAMPUS  
WASHBURN SQ  
LEICESTER, MA 01524

Parcel Number: 20C-A11-0  
CAMA Number: 20C-A11-0  
Property Address: 997 MAIN ST

Mailing Address: BECKER COLLEGE LEICESTER  
CAMPUS  
WASHBURN SQ  
LEICESTER, MA 01524

Parcel Number: 20C-A12-0  
CAMA Number: 20C-A12-0  
Property Address: 993 MAIN ST

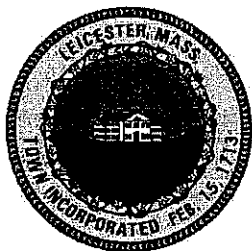
Mailing Address: BECKER COLLEGE LEICESTER  
CAMPUS  
WASHBURN SQ  
LEICESTER, MA 01524

Parcel Number: 20C-A14-0  
CAMA Number: 20C-A14-0  
Property Address: MAIN ST

Mailing Address: BECKER COLLEGE  
61 SEVER STREET  
WORCESTER, MA 01609

Parcel Number: 20C-A15-0  
CAMA Number: 20C-A15-0  
Property Address: 963 MAIN ST

Mailing Address: BECKER COLLEGE LEICESTER  
CAMPUS  
WASHBURN SQ  
LEICESTER, MA 01524



**TOWN OF LEICESTER**  
**Office of Building and Code Enforcement**  
3 Washburn Square, Leicester MA 01524  
Phone: 508-892-7003 Fax: 508-892-1163  
[www.leicesterma.org](http://www.leicesterma.org)

October 6, 2022

Town of Leicester  
3 Washburn Square  
Leicester, MA 01524

Re: Zoning Determination  
1812 House  
961 Main Street  
Leicester, MA 01524

I have reviewed the plan entitled "Plan of Land at South Main St., Main St., Market St., & Flint Way Leicester, MA" (Plan Book 966 Plan 64) for the 1812 House at 961 Main St., Leicester, MA 01524. The parcel is labeled "Lot 4" and located in the Residential 2 (R2) zoning district. In accordance with the Leicester Zoning By-Laws, Section 4.2 Schedule of Dimensional Requirements, the minimum area is 20,000 SF, frontage is 125', front and rear setbacks are 25', and side setbacks are 15' in the R2 zoning district. From the plan, the front setback is measured at approximately 17.5' and the rear setback is 17.1' which both do not meet the minimum required setback of 25'. The parcel's area is 15,876 SF which does not meet the minimum area of 20,000 SF for the R2 zoning district.

For the reasons described herein, I have determined that the 1812 House (shown as Lot 4) at 961 Main Street does not meet the minimum area, front and rear setbacks for the R2 zoning district and a variance pertaining to minimum area, front, and rear setbacks will need to be obtained from the Zoning Board of Appeals.

Sincerely,

*Michael Silva*

Michael Silva  
Building Inspector/Zoning Enforcement Officer







# Leicester Zoning Board of Appeals

## Special Permit & Variance Application Form

 PERMIT TYPE: ☐ Special Permit ☒ Variance

Date: 10/13/2022

ZBA 22-15

CONTACT INFORMATION			
<b>Property Owner:</b>			
Name:	Town of Leicester, MA		
Company Name:			
Signature:			
Address:	3 Washburn Square, Leicester, MA 01524		
Phone:	508-892-7077	Email:	vitalec@leicesterma.org
<b>Applicant:</b>			
Name:	Chris Vitale, Assistant Town Administrator		
Company Name:	Town of Leicester, MA		
Signature:			
Address:	3 Washburn Square		
Phone:	508-892-7077	Email:	vitalec@leicesterma.org
<b>Primary Contact Person:</b> <i>(The person that will be contacted by Town staff during the application process.)</i>			
Name:			
Company Name:			
Address:			
Phone:		Email:	
PROJECT INFORMATION			
Project Address:	Barrett Hall (2 Flint Way, Lot 3, Leicester, MA 01524)		Zoning District: R2
Assessors Map & Parcel #	20C A14		
Deed Reference (Book/Page):	Book 966 Plan 64		
Size of Proposed Structures:		Total Lot Area:	15,856 SF
Water Source:	Leicester Water Sewer District	Sewer Source:	Leicester Water Sewer District
Applicable Zoning Bylaw Section(s):	Section 4.2 Schedule of Dimensional Requirements		
Brief Project Description:			
<p>Please include a brief description on this form (i.e. do not write "see attached"). <i>[Examples: construction of a 10' x 20' shed in the front yard of an existing home; installation of a 60s.f. freestanding sign (special permit required to exceed 50 s.f.)]</i></p> <p>The Town of Leicester is seeking two variances for Barrett Hall, 2 Flint Way, Leicester, MA 01524:</p> <ol style="list-style-type: none"> <li>1) A variance for Barrett Hall's north side setback of 11', which does not meet the 15' side setback requirement in an R2 zone.</li> <li>2) A variance for Barrett Hall's rear setback of 8', which does not meet the 25' rear setback requirement in an R2 zone.</li> </ol>			

**PROJECT INFORMATION, Continued****State Briefly Reasons for Variance or Special Permit:**

*See Zoning Board of Appeals Instructions for Variance and Special Permit Applications. You may use the space below and/or attach additional pages as necessary to fully describe the application and reasons for the variance or special permit.*

Barrett Hall is a dormitory formerly owned by Becker College. On December 29th, 2021, the Town took full ownership of Becker College's Leicester campus. Following its purchase, the Town subdivided the campus to provide additional reuse options for the various buildings. However, due to the configuration of the campus, Barrett Hall's parcel can not meet the dimensional requirements of a R2 zone as outlined in Section 4.2 Schedule of Dimensional Requirements.

The approval of these variances will allow the Town to rearrange lot lines, separating multiple structures on one lot, and allowing Barrett Hall to be independent from other structures. Approval of these variances will allow the Town to take into consideration the historical significance of the preexisting structure, and allow the Town to explore opportunities for redevelopment that respect and preserve the character of the neighborhood.

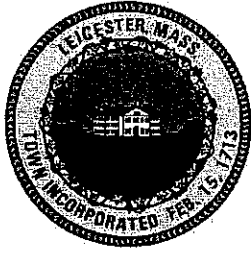
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<input checked="" type="checkbox"/> Certified Abutters List (1 copy)	<input type="checkbox"/> Fee (\$175) - check payable to the Town of Leicester <i>N/A</i>	<input type="checkbox"/> .pdf copy of <u>all</u> submitted documents (CD or USB Drive)

***Submit the full application to the Town Clerk's Office***



**Town of Leicester**  
**ZONING BOARD OF APPEALS**  
3 Washburn Square  
Leicester, Massachusetts, 01524-1333  
Phone: 508-892-7007 Fax: 508-892-7070  
[www.leicesterma.org](http://www.leicesterma.org)

**Project Name: Barrett Hall (ZBA 22-15)**

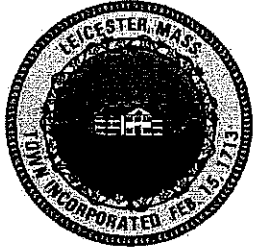
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**LEICESTER ZBA**

The Zoning Board of Appeals of the Town of Leicester, MA will hold a public hearing on **Wednesday, November 16, 2022 at 6:00 PM**, or soon thereafter, in the Select Board meeting room, Leicester Town Hall, 3 Washburn Sq., Leicester, MA on the petition of the Town of Leicester for a Variance for side setback (11 FT existing, 15 FT required) and rear setback (8 FT existing, 25 FT required) at 2 Flint Way.

A copy of the application may be inspected in the Town Clerk's Office during regular business hours or online at [leicesterma.org/zba](http://leicesterma.org/zba). Any person interested or wishing to be heard on this application should appear at the time and place designated or submit written comments on or before the hearing date by mail or email.

Jim Buckley, Chair  
Leicester Zoning Board of Appeals

To be published in the Worcester Telegram & Gazette on: **NOVEMBER 2, 2022 and NOVEMBER 9, 2022**



**TOWN OF LEICESTER**  
**Office of Building and Code Enforcement**  
3 Washburn Square, Leicester MA 01524  
Phone: 508-892-7003 Fax: 508-892-1163  
[www.leicesterma.org](http://www.leicesterma.org)

October 6, 2022

Town of Leicester  
3 Washburn Square  
Leicester, MA 01524

Re: Zoning Determination  
Barrett Hall  
2 Flint Way  
Leicester, Ma 01524

I have reviewed the plan entitled "Plan of land at South Main St., Main St., Market St., & Flint Way Leicester, MA" (Plan Book 966, Plan 64) for Barrett Hall at 2 Flint Way, Leicester, MA 01524. The parcel is labeled "Lot 3" and located in the Residential 2 (R2) zoning district. In accordance with the Leicester Zoning By-Laws, Section 4.2 Schedule of Dimensional Requirements, the minimum area is 20,000 SF, frontage is 125', front and rear setbacks are 25', and side setbacks are 15' in the R2 zoning district. From the plan, the side setback on the north side is measured at approximately 11' and the rear setback is 8' which both do not meet the minimum required setback of 15' for side, and 25' for rear setbacks.

For the reasons described herein, I have determined that Barrett Hall (shown as Lot3) at 2 Flint Way does not meet the minimum side and rear setbacks for the R2 zoning district and a variance pertaining to side and rear setbacks will need to be obtained from the Zoning Board of Appeals.

Sincerely,

*Michael Silva*

Michael Silva  
Building Inspector/Zoning Enforcement Officer



## 300 foot Abutters List Report

Leicester, MA  
October 17, 2022

### Subject Property:

Parcel Number: 20C-A13-0  
CAMA Number: 20C-A13-0  
Property Address: Flint Way

Mailing Address: BECKER COLLEGE  
61 SEVER STREET  
WORCESTER, MA 01609

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### Abutters:

Parcel Number: 20-A1-0  
CAMA Number: 20-A1-0  
Property Address: 7 13 WASHBURN SQ

Mailing Address: BECKER COLLEGE-LEIC CAMPUS  
MARSH HALL  
3 PAXTON STREET  
LEICESTER, MA 01524

Parcel Number: 20A-C1-0  
CAMA Number: 20A-C1-0  
Property Address: TOWN COMMON

Mailing Address: TOWN OF LEICESTER TOWN COMMON  
3 WASHBURN SQUARE  
LEICESTER, MA 01524

Parcel Number: 20B-A39-0  
CAMA Number: 20B-A39-0  
Property Address: 952 MAIN ST

Mailing Address: BECKER COLLEGE LEICESTER  
CAMPUS  
WASHBURN SQ  
LEICESTER, MA 01524

Parcel Number: 20C-A10-0  
CAMA Number: 20C-A10-0  
Property Address: 1003 MAIN ST

Mailing Address: BECKER COLLEGE LEICESTER  
CAMPUS  
WASHBURN SQ  
LEICESTER, MA 01524

Parcel Number: 20C-A11-0  
CAMA Number: 20C-A11-0  
Property Address: 997 MAIN ST

Mailing Address: BECKER COLLEGE LEICESTER  
CAMPUS  
WASHBURN SQ  
LEICESTER, MA 01524

Parcel Number: 20C-A12-0  
CAMA Number: 20C-A12-0  
Property Address: 993 MAIN ST

Mailing Address: BECKER COLLEGE LEICESTER  
CAMPUS  
WASHBURN SQ  
LEICESTER, MA 01524

Parcel Number: 20C-A14-0  
CAMA Number: 20C-A14-0  
Property Address: MAIN ST

Mailing Address: BECKER COLLEGE  
61 SEVER STREET  
WORCESTER, MA 01609

Parcel Number: 20C-A15-0  
CAMA Number: 20C-A15-0  
Property Address: 963 MAIN ST

Mailing Address: BECKER COLLEGE LEICESTER  
CAMPUS  
WASHBURN SQ  
LEICESTER, MA 01524

Parcel Number: 20C-A22.1-0  
CAMA Number: 20C-A22.1-0  
Property Address: 81 SOUTH MAIN ST

Mailing Address: ROMAN REAL ESTATE HOLDINGS LLC  
19 LAMBS GROVE  
SPENCER, MA 01562

Parcel Number: 20C-A22-0  
CAMA Number: 20C-A22-0  
Property Address: 79 SOUTH MAIN ST

Mailing Address: BECKER COLLEGE  
61 SEVER ST  
WORCESTER, MA 01609

Leicester Planning Board

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED  
OF 41 S.B.C.  
DATE OF APPROVAL: 13 SEPTEMBER, 2022  
DATE OF ENGAGEMENT:

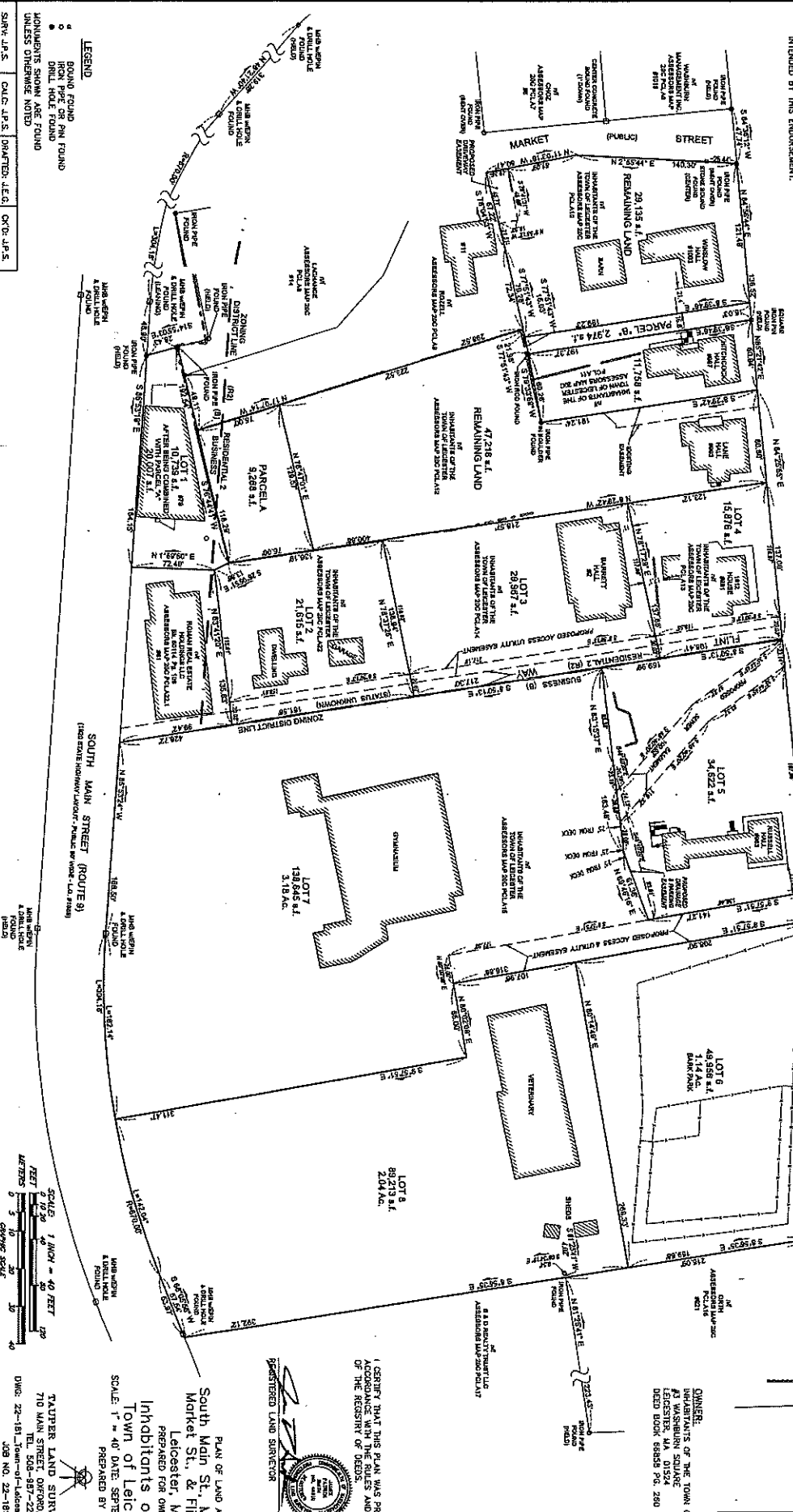
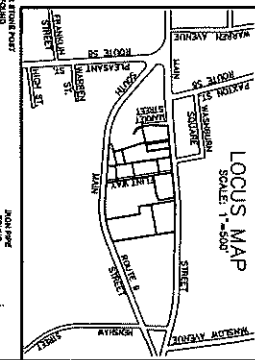
NO DETERMINATION AS TO THE COMPLIANCE WITH  
SUBDIVISION CONTROL LAW MADE ON 13  
SEPTEMBER, 2022

PROPOSED LOT AND PARCEL  
PLAN BOOK 35, PLAN 13  
PLAN BOOK 36, PLAN 54  
PLAN BOOK 37, PLAN 22  
PLAN BOOK 38, PLAN 1  
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PLAN REFERENCES:  
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ZONING DISTRICT:	
BUSINESS (B) / RESIDENTIAL 2 (R2)	
MINIMUM AREA:	15,000
MINIMUM FRONTAGE:	100'
MINIMUM SET BACK:	125'
MINIMUM HEIGHT:	25'
MINIMUM REAR:	25'
MINIMUM SIDE:	25'
MINIMUM LOT AREA:	25,000 SF

- PLAN NOTES:
- 1) THIS PLAN IS PREPARED FOR THE DIVISION OF THE PROPERTY DESCRIBED IN DEED BK 6858 PAGE 260 OF DEEDS.
  - 2) HORIZONTAL DATA IS MASSACHUSETTS STATE PLANS MAPS.
  - 3) THE STATUS OF PLANT WAY WAS UNKNOWN AT THE TIME OF THIS PLANS CREATION.



PLAN OF LAND AT  
South Main St., Main St.,  
Market St., & Flint Way  
Leicester, MA  
Inhabitants of the  
Town of Leicester  
PREPARED BY  
TAUPPER LAND SURVEY INC.  
710 MAIN STREET, ORFORD, MA 01537  
TEL. 508-987-2265  
DWG. 22-181, Town of Leicester, December  
JOB NO. 22-181

I CERTIFY THAT THIS PLAN WAS PREPARED IN  
ACCORDANCE WITH THE RULES AND REGULATIONS  
OF THE RESIDENCY OF DEEDS.

OWNER:  
INHABITANTS OF THE TOWN OF LEICESTER  
710 MAIN STREET  
LEICESTER, MA 01524  
DEED BOOK 6858 PAGE 260



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

**October 26, 2022**

**TO:** Leicester Select Board

**FROM:** Chris Vitale  
Assistant Town Administrator

**SUBJECT:** Town Hall Holiday Hours

The recommended Town Hall Holiday Hours for 2022 are as follows:

- Wednesday, November 23<sup>rd</sup>, 2022 – 8:00AM to 12:00PM (noon)
- Monday, December 26<sup>th</sup>, 2022 – Closed\*
- Monday, January 2<sup>nd</sup>, 2022 – Closed\*

\*Recommended closure in lieu of providing holiday compensation time for Christmas and New Year's Day which both fall on Sunday.

Please contact me with any questions.

**Town of Leicester**  
**Town Administrator Performance Goals**  
**Operating Year 2022 – 2023**

**People**

Develop & implement, upon BOS approval, 3 initiatives to improve employee morale amongst the various Town Departments

- **Milestone #1** – Identify 3 initiatives to be presented to the Selectboard for approval – Due 11/15/2022
- **Milestone #2** – Prepare & present plan for rollout of 3 initiatives to the Selectboard – Due 12/15/2022
- **Milestone #3** – Complete rollout of 1<sup>st</sup> initiative – Due 1/15/2023
- **Milestone #4** – Report back to Selectboard on status of 1<sup>st</sup> initiative & complete rollout of 2<sup>nd</sup> initiative – Due 2/15/2023
- **Milestone #5** – Report back to Selectboard on status of 1<sup>st</sup> & 2<sup>nd</sup> initiative & complete rollout of 3<sup>rd</sup> initiative – Due 3/15/2023

Institute bi-weekly Department Head level meetings

- **Milestone #1** – Establish calendar dates for meetings – Due 11/15/2022
- **Milestone #2** – Hold 1<sup>st</sup> bi-weekly meeting – Due 12/15/2022
- **Milestone #3** – Report back to Selectboard progress of meetings – Due 1/31/2023 w/monthly updates thereafter

Institute a 1 day per quarter rotation, whereby you spend an entire day working with each Town Department Head to gain understanding of their workday and seek out possible opportunities to improve their workday

- **Milestone #1** – Identify rotation and set calendar dates – Due 12/1/2022
- **Milestone #2** – Begin quarterly rotation meetings/shadowing of Town Department Heads – Due 1/1/2023
- **Milestone #3** – Report back to BOS monthly – Due 2/1/2023 and monthly thereafter

Reduce current staff turnover rate by 50%

- **Milestone #1** – Calculate current staff turnover rate for previous 12 months & share with Selectboard – Due 12/1/2022
- **Milestone #2** – Prepare rolling 12-month calculation monthly – Due 1/1/2023 and 1<sup>st</sup> of every month thereafter

**Financial**

Improve the transparency of the Town's financial status by developing & implementing a comprehensive financial reporting package to be shared with the BOS, other requesting Boards/Committees and the public. This package should include updates on Statement of Financial Position, summary of revenue/collections & expenditures (by department), capital budgets and all fund balances (including the enterprise fund)

- **Milestone #1** – Prepare a comprehensive financial reporting package to be shared with BOS, other requesting Boards/Committees and the public – Due 11/15/2022
- **Milestone #2** – Distribute reporting package to BOS and other requesting Boards/Committees for review, solicitation of feedback &/or additional requested items – Due 11/30/2022
- **Milestone #3** – Make necessary reporting package adjustments and reshare with applicable parties – Due 12/7/2022
- **Milestone #4** – Begin producing comprehensive financial reporting package monthly – Due 12/21/2022 and every month thereafter



## Implement zero-based budgeting process for Annual Town Budget preparation

- **Milestone #1** – In conjunction with BOS, and other applicable Boards/Committees, establish guidelines for zero-based budget process – Due 12/15/2022
- **Milestone #2** – Host Department Head meetings to rollout zero-based budget process – Due 1/1/2023
- **Milestone #3** – Complete initial draft of FY 2024 budget – Due 2/15/2023
- **Milestone #4** – Accumulate & share initial draft of FY 2024 budget with BOS and Finance Advisory Committee – Due 2/22/2023
- **Milestone #5** – Present initial draft of FY 2024 budget to joint group of BOS and Finance Advisory Committee – Due 3/1/2023
- **Milestone #6** – Make any requested/necessary adjustments to the budget and reshare with BOS & Finance Advisory Committee – Due 3/31/2023
- **Milestone #7** – Finalize FY 2024 budget and post on Town website for community review ahead of Annual Town Meeting – Due 4/15/2023

## In conjunction with applicable Boards/Committees, develop a longer-term (3-5 years forward looking) fiscal analysis & strategy for the town's operating budget, financial position, and debt load

- **Milestone #1** – Establish meetings with appropriate Committees/Boards & Town Department Heads to determine anticipated needs/concerns over next 3 years – Due 1/15/2023
- **Milestone #2** – With initial draft of FY 2024 budget & anticipated needs/concerns for coming 3 years, prepare & share (with BOS & Finance Advisory Committee) a roll forward forecast of the budget – Due 2/22/2023
- **Milestone #3** – In conjunction with presentation of initial FY 2024 draft budget, present 3-year forecast of the Town budget w/underlying assumptions & identified needs/concerns – 3/1/2023
- **Milestone #4** – Make any requested/necessary adjustments to the budget and reshare with BOS and Finance Advisory Committee – Due 3/31/2023
- **Milestone #5** – Finalize 3-year forecast and post on Town website for community review ahead of Annual Town Meeting – Due 4/15/2023

## Community/Business

### Identify & work to implement, upon BOS approval, 3 opportunities to improve the cultural & economic presence of the Town

- **Milestone #1** – Identify 3 opportunities to be presented to the Selectboard for approval – Due 11/30/2022
- **Milestone #2** – Prepare & present plan for rollout of 3 initiatives to the Selectboard – Due 12/31/2022
- **Milestone #3** – Complete rollout of 1<sup>st</sup> initiative – Due 1/31/2023
- **Milestone #4** – Report back to Selectboard on status of 1<sup>st</sup> initiative & complete rollout of 2<sup>nd</sup> initiative – Due 3/31/2023
- **Milestone #5** – Report back to Selectboard on status of 1<sup>st</sup> & 2<sup>nd</sup> initiative & complete rollout of 3<sup>rd</sup> initiative – Due 5/31/2023

## Community/Business (continued)

Enhance the functionality & presence of the Economic Development Committee (EDC) via use of social media, Town website, business directories and in-person meetings

- **Milestone #1** – In conjunction with EDC, identify 5 opportunities for enhancement – Due 12/31/2022
- **Milestone #2** – Prepare & present plan to revitalize the appeal of Town entrance from Worcester – Due 12/31/2022
- **Milestone #3** – Begin rollout of plan to revitalize the appeal of the Town entrance from Worcester – Due 1/15/2023
- **Milestone #4** – Begin rollout of 5 opportunities identified – Due 1/31/2023
- **Milestone #5** – Report back on progress of revitalization & rollout of EDC enhancements – Due 2/28/2023 & every month thereafter

In conjunction with the various Town Departments and Boards/Committees, establish a grant seeking/writing proposal plan that mutually identifies a priority list and work plan for grants to be sought/written

- **Milestone #1** – Identify and hire a grant writer – Due 12/1/2022
- **Milestone #2** – Establish multi-disciplinary workgroup to meet & accumulate identified needs – Due 12/31/2022
- **Milestone #3** – Prepare and present, to established workgroup & BOS, a prioritized list of needs to be pursued – Due 1/15/2023
- **Milestone #4** – Begin pursuing grants based on identified & agreed upon needs – Due 1/31/2023
- **Milestone #5** – Provide updates to established workgroup & BOS – Due 2/15/2023 and bi-weekly thereafter

**SELECT BOARD MEETING MINUTES  
OCTOBER 11, 2022 AT 6:00 PM  
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**CALL TO ORDER/OPENING**

Chair Allen Phillips called the meeting to order at 6:00 PM. Chair Allen Phillips, Vice Chair Rick Antanavica, Second Vice Chair Dianna Provencher, Selectman Herb Duggan Jr, Selectman John Bujak, Town Administrator David Genereux, Assistant Town Administrator Chris Vitale, Executive Assistant Maria Cataloni, and Student Liaisons were in attendance.

Mr. Antanavica opened the meeting with readings of a Veterans Prayer and a Cancer Prayer.

**1. SCHEDULED ITEMS**

**a. 6:00pm – Flammable Storage – Propane – Storage License & Driveway Permit**

After discussion, it was decided to vote on the approval of the business license at the next Select Board Meeting scheduled on 10/17. The Select Board is looking for recommendation from the Fire Department prior to voting.

**Motion 101122-1a:** A motion was made by Ms. Provencher and seconded by Mr. Bujak to approve the construction of the driveway at the facility on Huntoon Highway. **Motion carries 5:0:0**

**b. 6:15pm – Valerio Romano/Arefa LLC – HCA Agreement**

This item was rescheduled to the 11/7/22 Select Board meeting.

**c. 6:45pm – Pole and Wire Locations Public Hearing – Pine Street**

A Public Hearing was held to discuss a new pole to be placed on Pine Street. The new pole would be put up to give better structural support to existing pole #19.

**Motion 101122-1c.1:** A motion was made by Ms. Provencher and seconded by Mr. Bujak to close the public hearing. **Motion carries 5:0:0.**

**Motion 101122-1c.2:** A motion was made by Mr. Duggan and seconded by Ms. Provencher to approve the new pole on Pine Street. **Motion carries 5:0:0.**

**2. PUBLIC COMMENT PERIOD**

There were no public comments

**3. CIVIC ANNOUNCEMENTS**

Mr. Phillips read off the dates available for Early Voting in Leicester. Ms. Provencher mentioned the Flu Clinic being held at the Senior Center on 10/12/22.

**4. RESIGNATIONS & APPOINTMENTS**

**a. Mychelle Phillips – Economic Development Committee**

**Motion 101122-4a:** A vote was taken without a motion being made. A new motion and vote was taken at the 10/18 Select Board Meeting to appoint Mychelle.

**b. Paul Fontaine – Economic Development Committee**

**Motion 101122-4b:** A motion was made by Ms. Provencher and seconded by Mr. Antanavica to appoint Paul Fontaine to the Economic Development Committee. **Motion carries 5:0:0.**

**c. Denise Weikel – Economic Development Committee**

**Motion 101122-4c:** A motion was made by Ms. Provencher and seconded by Mr. Bujak to appoint Denise Weikel to the Economic Development Committee. **Motion carries 5:0:0.**

**d. Rich Jenkins – Economic Development Committee**

**Motion 101122-4c:** A motion was made by Ms. Provencher and seconded by Mr. Bujak to appoint Rich Jenkins to the Economic Development Committee. **Motion carries 5:0:0.**

e. **Appointment– Former Becker Advisory Committee**

The Becker Advisory Committee will be discussed at a later date.

**5. OTHER BUSINESS**

a. **Contract for Design of Borger Hall –Jamie Hughes (Dennis Coldwell Architects)**

Jamie Hughes of Dennis Colwell Architects Spoke briefly about plans to update the ADA accessibility of the Borger Building. The estimate is for 6-8 weeks for the plans.

**Motion 101122-5a:** A motion was made by Mr. Antanavica and seconded by Ms. Provencher to sign the contract by Dennis Colwell Architects for the design build-out of Borger Hall. **Motion carries 5:0:0.**

b. **Recommendations from Former Becker Advisory Committee (FBAC)**

Zoning discussions are deferred to the next meeting on 10/17. The School Committee was looking for one item to be addressed in this meeting. Superintendent Kustigian has proposed to take over use of the former Becker animal clinic to be designated to school use. Plans are plans in progress to implement a Vet Tech program and a CNA program. The animal clinic would focus on low-income families. CNA curriculum is currently in progress.

**Motion 101122-5b:** A motion was made by Mr. Antanavica and seconded by Ms. Provencher to re-designate the use of the animal health center facility over to the school. **Motion carries 5:0:0.**

c. **Highway Bids**

Due to an unintentional omission in the original bids from August, all 3 bids held on August 18, 2022 will have to be voided and re-bid at a later date due to Chapter 90 requirements.

**Motion 101122-5c:** A motion was made by Mr. Antanavica and seconded by Mr. Bujak to rescind the previously-awarded bids of August 18, 2022. **Motion passes 5:0:0.**

d. **Approval State Contract – Auburn Street Bridge**

**Motion 101122-5d:** A motion was made by Mr. Antanavica and seconded by Ms. Provencher to accept the State grant for the Auburn Street Bridge. **Motion carries 5:0:0.**

e. **Town Meeting recommendations**

**Mr. Genereux recommended that Article 10, Article 14, Article 16, and Article 17 be passed over at the Special Fall Town Meeting October 18, 2022.**

**Motion 101122-5e.10:** A motion was made by Mr. Antanavica and seconded by Ms. Provencher to announce updated plans for a replacement boiler during the Special Fall Town Meeting. **Motion carries: 5:0:0.**

**Motion 101122-5e.14:** A motion was made by Mr. Antanavica and seconded by Ms. Provencher to save the Revolving Fund By-law vote until the Spring. **Motion carries 5:0:0.**

**Motion 101122-5e.16:** A motion was made by Mr. Duggan and seconded by Mr. Antanavica to pass over Article 16 at the Special Fall Town Meeting. **Motion carries 5:0:0.**

**Motion 101122-5e.17:** A motion was made by Ms. Provencher and seconded by Mr. Antanavica to pass over Article 17 at the Special Fall Town Meeting. **Motion carries 5:0:0.**

f. **Town Yard Sale – Contents of Victorians**

There was discussion on how to best remove all the current contents of the Victorians. Mr. Phillips suggested a working session to go over some ideas, after Special Fall Town Meeting. Mr. Bujak suggested that he and Mr. Phillips be representatives of the Select Board during the working session, and then bring a recommendation back to the Select Board. Mr. Antanavica noted that many schools have the dilemma of how to remove items no longer being utilized. No vote was taken.

**6. MINUTES**

a. August 18, 2022

b. September 19, 2022

**Motion 101122-6:** A motion was made by Ms. Provencher and seconded by Mr. Bujak to approve Executive Session Minutes from August 18<sup>th</sup> and Meeting Minutes from September 19<sup>th</sup>. **Motion carries 5:0:0.**

**7. REPORTS**

a. Student Liaison Reports

The Student Liaisons gave updates from 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 Deja New now providing medical rides for those who need it, the volunteer organization Hearts for Heat, plans to send a thank-you letter to the Plantes for the Senior Center parking lot, a thank-you to volunteers and EMS, the Senior Center breakfast on 10/20, the lighting at the Senior Center, the Building Maintenance Plan for Becker and all other Town buildings, and Economic Development and branding in Leicester.

**Motion 101122-8:** A motion to adjourn was made by Mr. Antanavica and seconded by Mr. Duggan at 7:50 PM.

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



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

November 7, 2022

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

The following is a report on the general activities of the Town Administrator through November 3<sup>rd</sup>, 2022

**Leicester High School property**

- Completed the bid process for the turf field fence project. DG
- Working with an engineer on the air quality concern at Borger. Plans have been copied and sent. Awaiting response and proposal from two respondent, which are expected next week. DG
- Working on getting a contractor for snow removal at Leicester High. I have not heard back from last year's contractor. In discussions with a different party now. DG
- School gym RFQ is out currently. There is some interest in this project. Quotes are due on November 16, 2022 DG
- Working on RFQ required for cameras to be installed at the High School. Anticipated quote due date – November 29, 2022. DG
- The RFQ for the fire alarm system at Borger passed without a quote being offer. I am working with an engineer to better scope out the project and will be reissuing the RFQ shortly.
- Approved the quote for repairs of the slate roof of the High School building. DG

**Citizen Issues**

- Met and mediated a disagreement with a member of the public and a department head. The result was very positive. DG
- Processed two of three of the easements for the Warren Avenue Fire Station retention pond project. CV
- Assisted four residents seeking additional information about the aggregate energy program. CV MC
- Fixed a light on the Common that was distracting drivers, with assistance from the Fire Chief. DG

**Financial/Budgetary**

- Provided follow-up via email to IT budget questions from 10/11/2022 Select Board meeting. CV
- RFQ for the Highway garage doors has been issued. The quote is due on November 21, 2022. DG
- Worked with financial department heads to calculate the Tax recap sheet. DG
- Working on redeveloping the FY2024 budget document so that it contains more information. DG, CV
- Assembled and issued the Capital Plan memo and assorted documentation. DG, CV
- Assembled and issued the September revenue and expense reports. DG
- Spoke with our representatives and confirmed that neither our request for \$2,000,0000 for the campus

maintenance nor the DVA funding request that was submitted independently was funded through the economic development and supplemental budget bill. DG

### **Human Resources**

- Running active recruitment for Grant Manager and Building and Grounds Manager positions that were approved at Town Meeting. DG
- Exit interviews have commenced on EMS staff per the complaint that I made the Board aware of that will be discussed in executive session on November 21. CV DG
- Working on a fire on-duty injury claim DG
- Met with Insurance Broker and got status updates on all active claims. CV DG MC
- Worked with Facilities Director to get him set up with a town email address. CV
- Provided updates to VFIS on active claims. CV
- Interviewed two candidates for the DIS Department Assistant position. CV DG
- Posted Truck Driver/Laborer position. DG

### **Misc.**

- Worked with others on the successful shoot of movie scenes at Borger. DG
- Compiled data for the green communities' annual report and coordinated with CRMPC. CV
- Held weekly update meetings with DIS Director to coordinate administrative activities. CV
- Worked with DIS to submit zoning variance applications for former Becker properties. CV
- Worked with school to research a software billing issue. CV
- Assisted Tax Assessor's Office with converting tax forms into fillable online forms. CV
- Met with CRMPC representatives to review active CDBG projects and spending ahead of performance hearing. CV
- Worked with School department on earmarks for new School Boilers; process is ongoing. DG
- MassDOT has informed us that all Chapter 90 and Complete Streets grant project and reimbursement submissions are complete; now awaiting reimbursement. DG
- Worked with Surveyor on Memorial School survey in order to get ready to sell the building; awaiting a couple of adjustments to the plot plan. DG
- Checked and approved Fence and Fire Station roof contract materials; still awaiting others to be delivered. DG
- Worked extensively with the Facilities Manager on numerous repair issues. DG



Town of Leicester  
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November 3, 2022

To: Select Board  
From: Chris Vitale, Assistant Town Administrator  
**RE: Economic Development Report of the Town Administrator's Office**

The following is a report on the general activities of the Town Administrator's Office through November 3, 2022.

**Economic Development Committee**

- First Economic Development Committee meeting was held on October 25<sup>th</sup>, 2022. Committee members introduced themselves and expressed their reasons for volunteering. A formal reorganization, assignment of tasks, and review of the 2021 Economic Development Plan will be discussed at the 11/15/22 meeting.

**Economic Development/General Business**

- 2023 license renewal information has been mailed out to businesses to respond by 11/30/2022.
- New Business Applications:
  - Donato Spa (207 Main St.)
  - Vintage Rebel Curiosity Shop (1075 Main St.)
  - Third prospective business has not established their business name yet. (19 Pine Ridge Dr.)
- Held meetings with individual Department Heads on local regulatory requirements for permits/inspections.
- Conducted a tour of the active/proposed residential/commercial projects in town under consideration by the planning board.
- Sent correspondence to potential prospective business regarding available property in town. The Select Board has had previous discussions regarding this business and their need for a large property.