



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

**ORGANIZATION:** Select Board

**MEETING:** X

**DATE:** November 21, 2022

RECEIVED  
2022 NOV 17 PM 5:00

**PUBLIC HEARING:** OFFICE  
LEICESTER, MASS.

**TIME:** 6:00pm

**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. SCHEDULED ITEMS**

- a. 6:00pm - Cannsit HCA Discussion
- b. 6:15pm – Continued Dog Complaint – 75 Tobin Road
- c. 6:45pm – Request approve to set up CERT team (Emergency Management Director)

**2. PUBLIC COMMENT PERIOD**

**3. CIVIC ANNOUNCEMENTS**

- a. Tree Lighting – December 3, 2022

**4. RESIGNATIONS & APPOINTMENTS**

- a. Appointment – Michael Dyson – Firefighter Recruit
- b. Appointment – Susan Rowland – Regional Public Health Nurse (Health Dept.)

**5. OTHER BUSINESS**

- a. Vote to place articles on the January 10, 2023, Special Town Meeting Warrant
- b. FY2023 snow removal contract award (High School Property) – Evergreen
- c. 2022 License Renewals
  - 1. CV License
    - i) Subway Wal-Mart, 20 Soojian Dr
    - ii) Buddy's Spa, 1080 Stafford St
    - iii) Blue Collar Vintage Salvage, 468 Auburn St
    - iv) Barber's Crossing, 861 Main St
    - v) Cherry Valley American Legion, 167 Main St
    - vi) Crossroads Marketplace, 1060 Main St
    - vii) Leicester – Spencer Eagles, 850 Main St
    - viii) Ellers, 190 Main St
    - ix) Hotdog Annie's, 244 Paxton St
    - x) Leicester Country Club, 1430 Main St
    - xi) Knights of Columbus, 91 Manville St

- xii) Subway of Leicester, 1199 Main St
- xiii) Leicester Rod & Gun Club, 1015 Whittemore St
- 2. General Entertainment Licenses
  - i) Barber's Crossing, 861 Main St
  - ii) Cherry Valley American Legion, 167 Main St
  - iii) Ellers, 190 Main St
  - iv) Leicester Country Club, 1430 Main St
  - v) Knights of Columbus, 91 Manville St
  - vi) Leicester Rod & Gun Club, 1015 Whittemore St
  - vii) Blue Collar Vintage Salvage, 468 Auburn St
- 3. Junk Dealer
  - i) Blue Collar Vintage Salvage, 468 Auburn St
- 4. Outdoor Business
  - i) George MacDougall Christmas Trees, 449 Main St
  - ii) Cherry Valley American Legion, 167 Main St
- 5. Games
  - i) Cherry Valley American Legion, 167 Main St
  - ii) Leicester Country Club, 1430 Main St
- 6. Sunday Entertainment
  - i) Cherry Valley American Legion, 167 Main St
  - ii) Leicester Country Club, 1430 Main St
- 7. Auto Body
  - i) Prestige Auto, 200 S Main St
  - ii) Classic Auto, 1323 Main St
- 8. Motor Vehicle
  - i) Desmarais Auto, 1067 Stafford St
  - ii) Davis Auto, 1655 Main St
  - iii) Convenient Auto, 1135 Stafford St
  - iv) Classic Auto, 1323 Main St
  - v) Wal-Mart, 20 Soojian Dr
  - vi) Worcester City Welding, 101 Huntoon Memorial Hwy
  - vii) Raul's, 81 S Main St
  - viii) Prestige Auto, 200 S Main St
- 9. Rental
  - i) Classic Auto, 1323 Main St
- 10. Class II
  - i) Route 9 Auto Group, 1323 Main St
  - ii) Prestige Auto, 200 S Main St
  - iii) G&L Auto Sales, 449 Main St
  - iv) Convenient Auto, 1135 Stafford St
  - v) Siwek Auto, 350 Marshall St
- 11. Class III
  - i) Blue Collar Vintage Salvage, 468 Auburn St

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## 6. MINUTES

## 7. REPORTS

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

## 8. EXECUTIVE SESSION

- a. Meeting with Defense Counsel pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007) to obtain legal advice regarding Joseph Lijoi v. Town of Leicester et al., United States District Court, Civil Action N. 4:21-cv-40114-TSH

- b. Discussion pursuant to G.L. c. 30A, §21(a)(3) and (7) regarding Thomas Moughan v. Leicester Police Department, Division of Labor Relations, MUP-22-9568
- c. Discussion pursuant to G.L. c. 30A, §21(a)(2) and (7) regarding potential creation of a Department of Public Works and Director of Public Works position.
- d. To discuss the reputation, character, physical condition, or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual pursuant to M.G.L. c. 30A, §21(a)(1) – Town Administrator, Fire Chief, Interim EMS Director.
- e. 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) – Police Chief

**ADJOURN**

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# **Business Plan**

**March 2022**

## **Information Disclosure Restrictions**

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# **Executive Summary**

**Name:** Mass Cannsit; A Massachusetts based cannabis delivery company.

## **Mission Statement**

### **Providing healthy recreational delivery services in partnership with local communities.**

We have strong roots in Massachusetts, and recognize the need for recreational cannabis to improve the overall quality of life for everyone from customers to community members. As a certified Economic Empowerment Applicant (EEA202197), our backgrounds have taught us the importance of equitable treatment for everyone. Recreational marijuana provides new therapeutic outlets for pain management, social anxiety, and is a healthier alternative, with lower long-term community costs, than alcohol or misused prescriptions. We are proud to offer this alternative to Massachusetts. Mass Cannsit has a long demonstrated commitment to a broad spectrum of local charities, clubs, professional networks, communities, and philanthropic endeavors that will translate into tangible and mutually beneficial business practices to our neighborhood partners. As part of this commitment we pledge to provide reduced rates on all services to Cannabis Control Commission (CCC) certified Social Equity Applicants & EEA's.

## **Community Operations**

Mass Cannsit aims to enter a successful, long-term mutually beneficial relationship with our host community the Town of Leicester. We have long standing relationships with numerous local charities and will continue to incorporate those practices into tangible community outreach efforts. The 88 Huntoon Memorial Hwy location will be dedicated as a Cannabis Delivery Operator location. The location will be secure and compliant with all state, local, and CCC requirements.

## **Location**

Seeking a Host Community Agreement for 88 Huntoon Memorial Hwy Leicester MA.



# **Company Description**

## **Legal Structure**

Mass Cannsit is a Massachusetts Limited Liability Company which is applying for a Marijuana Delivery Operator License from the Massachusetts Cannabis Control Commission to operate a home delivery courier service. After completing the Host Community Agreement process Mass Cannsit will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Delivery Operator.

## **Background**

Mass Cannsit registered as a Limited Liability Company with the State of Massachusetts in April 2018. We were approved by the CCC as Economic Empowerment Applicants in May 2018 and CCC Delivery Operator Precertification in October 2020.

## **Business Objectives**

Mass Cannsit's Economic Empowerment Certification (EEA202197) for exclusive social consumption and delivery licensing, as well as CCC priority review and precertification positions the company well to be an early entrant and key long-term member of the Bay State's burgeoning recreational cannabis industry. Upon receipt of licensing from the Cannabis Control Commission (MGL 935CMR501.00) and municipality approval we will commence delivery operations. The initial space at 88 Huntoon Memorial Hwy will be used for all operations.

- Use EEA certification with the CCC's 3 year (minimum) exclusivity licensing review window for delivery and Social Consumption for rapid license acquisition.
- Open and operate Massachusetts delivery services.
- Provide premier facilities, supporting digital infrastructure, and client service.
- Coordinate with strategic partners on delivery operations
- Use internet domains and company exclusive technology to provide the quickest order to sale processing time operating model.
- Distribute a wide selection of the cleanest, high-grade recreational marijuana and marijuana infused products.
- Educate clients about the proper usage, benefits, and risks associated with cannabis.
- Advance all aspects of cannabis research and product development.
- Expand beyond brick & mortar retail sales through e-commerce in compliance with the evolution of federal and state law.
- Provide optimal customer satisfaction in every aspect of operations.

## **License Type**

Mass Cannsit is applying for a Marijuana Delivery Operator License from the Massachusetts Cannabis Control Commission (CCC) to operate a Marijuana Delivery company in Massachusetts. After receiving the Host Community Agreement we will be applying for a Marijuana Delivery Operator License.



# Products and Services

## **Product Strategy**

Mass Cannsit contracts with CCC licensed retailers, cultivators, manufacturers, microbusinesses, and all other authorized entities to distribute marijuana and marijuana infused products. As a delivery company we will provide the transportation to the new and lucrative Massachusetts home consumer market. These products maintain strict compliance with the regulations and standards set in MGL 935CMR500. Adult Use of Marijuana.

## **Products**

Mass Cannsit will feature a wide range of cannabis and ancillary products including but not limited to the items listed below. All product offerings will be fully compliant with the guidelines and regulations set out by the Cannabis Control Commission

- Cannabis Flower
- Cannabis pre rolls
- Cannabis Oil; wax, shatter, live resin, sauce, butter
- Terpenes
- Marijuana Infused Beverages
- Marijuana Infused Products
- Edibles; cookies, chocolate, lollipops, mints, brownies, crackers, gum, lozenges
- Gummies/Gels
- CBD products (rubs, salves, ointments, cartridges, gummies, lollipops, edibles, drinks)
- Tinctures
- Topical Salves
- Transdermal patches
- Ointments
- Pipes, rolling papers, bongs, grinders, etc

## **Service**

**Advanced Solutions for Trusted Delivery:** Transparency and reliability are keys for both our customers and cannabis industry partners. To that end, we are committed to building an advanced delivery solution that tracks every step of the fulfillment process:

- Pickups scheduled through our software platform are optimized for efficiency, discretion & safety.
- Phone call orders available.
- Voicemail recording of Menu. Automated or Live Operator order options
- Real time audio & visual contact between onsite personnel & transport agents securely accompanies your product throughout the entire delivery lifecycle.
- Our vehicles are equipped with state-of-the-art technology for optimal security.
- We instantly provide suppliers with a regulatory compliant receipt that includes video covering the entire order lifecycle from placement to client delivery.

# **Market Analysis**

## **Industry**

Mass Cannsit's proposed location is located at 88 Huntoon Memorial Hwy Leicester MA. A delivery license allows the company to serve clients in any Massachusetts Municipality that hasn't enacted a ban.

## **Customers In Massachusetts**

Sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, 2019 is \$420 million and eventually to \$1.4 billion in 2025, according to New Frontier Data.

## **Competitors**

Mass Cannsit's competitors include other potential dispensaries in Massachusetts, in addition to peer delivery operators.

## **Competitive Advantage**

Mass Cannsit's competitive advantages include being an EEA which qualifies us for expedited licensing review in addition to a 3-year licensing exclusivity period. We will seek to offer customers a best-in-class home delivery experience that demonstrates excellence in operational efficiency, transport agent knowledge, product selection and offerings; consistency and quality of product; and delivery to their homes.

## **Massachusetts Market Opportunities**

- Mass Cannsit is an early entrant to an exclusive license market.
- Delivery Services necessity has been emphasized by recent world events.
- While we will likely share the market with other organizations, Mass Cannsit believes certain market dynamics allow for a significant first-mover advantage:
  - ❖ CCC is exclusively issuing licenses to a relatively low, finite number (400 max, much less interested in delivery license most likely around 100) of EEA & Social Equity Applicants for a minimum of 36 months and perhaps longer dependent on market developments
  - ❖ Massachusetts municipalities are not easily granting host community agreements
  - ❖ Local zoning regulations and bylaws limit the number of other license type cannabis distribution operations in Massachusetts
  - ❖ Retail Establishments have been banned or greatly restricted in the majority of Massachusetts municipalities.
- Mass Cannsit is well positioned to capture initial delivery consumer demand and scale into a healthy, expanding adult consumption market

## **Regulations**

Mass Cannsit is a Marijuana Establishment which will operate in a manner consistent with the objectives of Massachusetts State Law. Mass Cannsit is registered to do business in the Commonwealth as a Limited Liability Company. Mass Cannsit will maintain the company in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue. Mass Cannsit will apply for all state and local permits and approvals required to renovate and operate the facility. Mass Cannsit

will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

# **Strategy and Implementation**

## **Advertising and Promotion**

Mass Cannsit aims to incorporate existing retail advertising and promotion practices with an extensive digital presence to provide the optimal consumer experience. All advertising and product packaging will be compliant with Massachusetts' state law. MC policy mandates strict compliance with SOP "Mass Cannsit Advertising & Promotion". We have developed a comprehensive community outreach plan and will be holding the CCC mandated public notifications and Community Outreach Meeting prior to license application submission. MC will only engage in forms of marketing or advertising in strict compliance with MGL935CMR501

Mass Cannsit has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials. The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

## **Pricing**

Our retail pricing structure is set at levels close to current black market pricing which reduces the incentive for clients to divert Mass Cannsit products for financial gain. We implement the following control mechanisms:

- Ongoing analysis and adaptation to market conditions and competition
- Continual analysis of cost of goods versus revenue
- Providing high quality goods and services at feasible prices

## **Plan for obtaining marijuana or marijuana products**

Mass Cannsit plans to obtain marijuana or marijuana products by contracting with other Cannabis Control Commission certified licensed establishments in accordance with Massachusetts General Law 935 CMR 500.000: ADULT USE OF MARIJUANA.

## **Mass Cannsit Order Process Workflow:**

**1. Data Center:** Orders placed online by clients are processed & supported throughout the delivery lifecycle by the Data Center support team. The support team then parses order instructions to Establishment Agents and Transport Agents.

**2. Licensed Marijuana Establishment Agents:** Marijuana Products are packaged and labeled at 88 Huntoon Memorial Hwy in compliance with CCC regulations prior to secure pick up by Establishment Agents.

**3. Delivery Vehicles:** Transit Vehicles staffed by Transport Agents pick up Marijuana Products for transport.

**4. End Client:** Transport Agent securely delivers Marijuana Products to client

***All undelivered/returned Marijuana Products are returned to the originating Marijuana Establishment prior to close of business. No Marijuana Products are ever stored in the vehicles overnight.***

## **Hiring Practices**

Mass Canssit is committed to building a talented and diverse team of employees. The company anticipates recruiting, hiring, and training a staff of 5-10 full-time employees, including managers, production associates, and transport agents when the Data Center is licensed and operational. Mass Canssit will implement hiring practices that enable us to recruit, hire and train qualified candidates who can become long-term members of the company. We will make a consistent commitment to recruit potential team members from our host community. Job preference will also be given to qualified SEA's, EEA's, and applicants from areas of disproportionate impact as defined by the CCC.

## **Hours of Operation**

Sunday-Thursday: 11:00AM-8:00PM

Friday-Saturday: 11:00AM-9:00PM

These hours may expand or contract due to management's discretion, market fluctuations, or CCC, Local, and State Regulations.

# **Management**

## **Co-Founder/Owner: David W Furlong**

David brings 35 years of experience in the nuclear medicine & health care fields as a health physicist, radiation safety officer, patient supervisor, paramedic medical examiner, and nuclear medicine technologist to his role at Mass Cannsit. He is a former long-time employee of the Boston Veteran's Affairs Medical Center in the then emerging field of Nuclear Medicine where he developed the first system for mailing small amounts of low level radiation through the US Postal Service and Royal Canadian Postal Service. After retiring from the VA he worked at Father Bill's & Mainspring homeless shelter in Brockton and then the suicide prevention unit at South Shore Mental Health in Quincy. He is a published author of six notable scientific papers and will oversee compliance, quality control, and training at Mass Cannsit.

As a patient with the Massachusetts Medical Marijuana Program in 2012 David utilized his past experience with cannabis to become a self-sufficient growing & processing operation. This experience has furthered his lifelong passion & advocacy for education on the medicinal & overall benefits of marijuana. The company will incorporate these philosophies and his extensive background working with disproportionately impacted individuals to tangible and ongoing business practices.

David is a lifelong Massachusetts resident; born and raised in Boston and living in Quincy for the last 46. He is a Navy Veteran, a graduate of Boston Technical High School, and has a B.S. in Physics with a Minor in Chemistry from the University of Massachusetts. He is a Mass Cannsit co-founder who has been involved in legal cannabis since 2012

## **Management Policies**

Mass Cannsit's management policies are stringent and compliant with all local law. MC policy requires that all new hires complete the steps detailed in SOP "New Employee Onboarding" and ongoing training requirements for all employees. This training is documented through annual employee certification of understanding and adherence to SOP's and the policies set forth in the Employee Handbook.

## **Operating policies and procedures that comply with the Commission's regulations including the following:**

- ☐ Security plan pertaining to delivery
- ☐ Transportation plan
- ☐ Inventory plan
- ☐ Plan to prevent diversion
- ☐ Storage plan
- ☐ Delivery plan
- ☐ Quality control and testing
- ☐ Record-keeping procedures
- ☐ Maintenance of financial records
- ☐ Qualifications and intended trainings for personnel
- ☐ Personnel policies
- ☐ Dispensing procedures

**Security and Compliance**

Mass Cannsit will implement strict guidelines to ensure the safety and security of its location and its neighbors. The CCC requires in-depth policies and procedures, which we have addressed in Mass Cannsit company confidential security operations Standard Operating Procedures.

**Plan for Obtaining Liability Insurance**

Mass Cannsit has entered a relationship with Corcoran & Havlin Insurance, 287 Linden St. Wellesley MA to Obtain Liability Insurance. General Liability & Business Interruption insurance will be purchased through the Corcoran & Havlin Insurance cannabis program and will be written with United Specialty Insurance Company. United Specialty is an A (Excellent) rated carrier with A.M. Best Rating Company. We anticipate purchasing coverage at the \$1,000,000 liability limit both in the occurrence and aggregate. The policy will be written on an occurrence form and will be written for a one-year term. A deductible of \$2,500 per claim will apply.



# **Financial plan and projections**

## **Maintaining of Financial Records**

Mass Cannsit maintains its financial records within CCC vendor approved software. These records include all retail and wholesale revenue, all expenses, wages, capital expenditures, liabilities, and all other items that would appear on Mass Cannsit's profit and loss or balance sheet. All financial records maintenance policies comply with or exceed all Commission regulations. These records include but are not limited to:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, including journals, ledgers, and supporting documents,
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

Mass Cannsit maintains Standard Operating Procedures which detail the daily operational processes towards the maintenance of financial records which comply with or exceed Commission regulations:

## **Financial Strategy**

Mass Cannsit is privately capitalized and fully prepared to commence retail operations upon completion of Commonwealth, local, and CCC licensing requirements. MC was founded by and is managed by proven professionals and entrepreneurs whose assets and experience assure the long term financial suitability of the company. With decades of professional experience in management at some of the most respected corporations in the US; State Street Corp, & Gillette, to founding successful telecommunications MVNO's (mobile virtual network operator) Ultra Mobile & Mint Mobile; Mass Cannsit has the background to launch and manage all aspects of a dynamic, innovative, long-term successful business venture.

## **Projections**

**NOTE:** Due to the novelty of the industry it is difficult to forecast estimates of sales data. The roll out of the Adult Use Marijuana program in Massachusetts is unlike any other state that has attempted such an undertaking. Due to the local control required under the Mass regulations, it is unknown how many retail licenses will be granted and whether licensed cultivators and product manufacturers will be able to supply sufficient quantities to meet consumers demand, and whether sufficient facilities will be licensed and available to test the supply. There is currently no data available that provides details regarding the production capacity of applicants for Adult Use licenses for either cultivation or product manufacturers. Therefore, the only data that can be used to provide a basis for estimating potential sales, is projections of consumer demand, however, the actual sales will be determined by the production capacity of licensed cultivators and manufacturers and the ability of the testing facilities to perform the required evaluation of the products produced. The projections below are rough estimates and will be updated as further market data becomes available.

Revenue	Year 1	Year 2	Year 3	Year 4
Avg Revenue	\$3,750,000.00	\$ 5,000,000.00	\$6,250,000.00	\$7,500,000.00
Costs				
Price Per Pound In \$2k	\$1,500,000.00	\$2,000,000.00	\$2,500,000.00	\$3,000,000.00
Price Per Pound Out \$5k	\$ 3,750,000.00	\$ 5,000,000.00	\$ 6,250,000.00	\$ 7,500,000.00
Pounds Sold	750	1,000	1,250	1,500
Pounds of Flower	500	667	837	1,000
Pounds of MIPs	250	333	413	500
Total COGs	\$2,250,000.00	\$3,000,000.00	\$3,750,000.00	\$4,500,000.00
Gross Profit	\$2,250,000.00	\$3,000,000.00	\$3,750,000.00	\$4,500,000.00
Total SG&A	\$650,000.00	\$864,500.00	\$1,150,000.00	\$1,530,000.00
Operating Profit	\$1,600,000.00	\$2,135,500.00	\$2,600,000.00	\$2,970,000.00
Income Tax-Federal	\$456,204.38	\$608,272.51	\$760,340.63	\$912,408.76
Net Income	\$1,143,795.62	\$1,527,227.49	\$1,839,659.37	\$2,057,591.24

**TOWN OF LEICESTER  
AND  
CANNISIT**  
**HOST COMMUNITY AGREEMENT FOR THE SITING OF A MARIJUANA ESTABLISHMENT  
IN THE TOWN OF LEICESTER**

This Host Community Agreement (“Agreement”) is entered into pursuant to M.G.L. 94G, § 3(5)(d) this 21st day of November, 2022 by and between **CANNISIT** (the “**Operator**”) a Massachusetts limited liability company, whose principal address is 59 Highland Glen Drive #332, Randolph, MA 02368 and is seeking to operate a Marijuana Establishment for the delivery of marijuana products at 88 Huntoon Highway, Leicester, MA, 01524 (the “**Property**”) and the **Town of Leicester** a Massachusetts municipal corporation with a principal address of 3 Washburn Square, Leicester, MA 01524 (the “**Town**”).

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

[SIGNATURES TO FOLLOW]

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

For the Town of Leicester, Massachusetts:

For CANNISIT:

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Allen R. Phillips Sr.  
Chair

---

By: Alex Furlong  
Its: Manager

---

Rick Antanavica  
Vice Chair

---

Diana Provencher  
Second Vice Chair

---

Herb Duggan Jr.  
Member

---

John K. Bujak  
Member

Approved as to Form:

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Christopher J. Petrini, Town Counsel

Selective Search From: 01/01/2017 Thru: 11/03/2022 0000 - 2359 Printed: 11/03/2022

For Date: 04/14/2017 - Friday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>
17-6428	2021	ANIMAL COMPLAINT	SERVICES RENDERED
Call Taker:		Dispatcher BRIAN CONLEY	
Location/Address:		75 TOBIN RD	
ID:		Sergeant CRAIG P GUERTIN	
		Disp-20:40:54	Clrd-20:46:27
ID:		Sergeant CRAIG P GUERTIN	
		Disp-20:53:32	Arvd-20:56:34 Clrd-21:13:18
Narrative:		CHELSE DIRSA - 75 TOBIN RD REQ TO SPEAK TO AN OFFICER REGARDING A DOG BITE 87CG ENRTE 87CG CODE 4 87CG - CODE 5 - SPOKE TO THE R.P. - THIS APPEARS TO BE A NEIGHBOR DISPUTE ABOUT THE DOGS THE R.P.'S DOG DID NOT HAVE ANY MARKS OR BLOOD ON SAME	

For Date: 12/29/2020 - Tuesday

20-18240	0823	ANIMAL COMPLAINT	ANIMAL COMPLAINT
Call Taker:		JESUS SANTOS	
Location/Address:		100 TOBIN RD	
Calling Party:		DONOVAN, MICHAEL K @ 100 TOBIN RD - CHERRY VALLEY, MA 01611 774-313-0383	
Narrative:		CALLER SAYS HIS NEIGHBORS DOG IS IN HIS YARD CHASED HIS WIFE AROUND HE WANTS IT REMOVED  NOTIFIED ANIMAL CONTROL	

For Date: 04/19/2021 - Monday

21-6313	1902	ANIMAL COMPLAINT	ANIMAL COMPLAINT
Call Taker:		Dispatcher ALLISON GARDELL	
Location/Address:		100 TOBIN RD	
Calling/Inv. Party:		DONOVAN, MICHAEL K @ 100 TOBIN RD - CHERRY VALLEY, MA 01611 774-313-0383	
Narrative:		RESIDENT REPORTING HIS NEIGHBORS DOG ON THE PROPERTY, ACTING AGGRESSIVELY AND GROWLING AT HIM. ACO NTFD	

For Date: 05/24/2021 - Monday

21-8242	1307	ANIMAL COMPLAINT	ANIMAL COMPLAINT
Call Taker:		Dispatcher BARBARA BOUCHARD	
Location/Address:		100 TOBIN RD	
Calling/Inv. Party:		DONOVAN, MICHAEL K @ 100 TOBIN RD - CHERRY VALLEY, MA 01611-3235 774-313-0383	
Narrative:		REPORTING PARTY STATES THAT HE HAS AN ONGOING ISSUE WITH NEIGHBORHOOD DOGS LOOSE AND THEY SCARED AWAY A DELIVERY DRIVER ACO DYKAS NOTIFIED AND WILL BE CITING THE OWNERS OF THE DOGS	

For Date: 05/29/2021 - Saturday

21-8489	1622	ANIMAL COMPLAINT	ANIMAL COMPLAINT
Call Taker:		Dispatcher KELSEY WYCO	

Selective Search From: 01/01/2017 Thru: 11/03/2022 0000 - 2359 Printed: 11/03/2022

Location/Address: 100 TOBIN RD  
Calling Party: DONOVAN, MICHAEL K @ 100 TOBIN RD - CHERRY VALLEY, MA 01611-3235 774-313-0383  
Narrative:  
CALLER REPORTING HIS NEIGHBORS DOGS WERE OFF LEASH, CHARGED  
AT HIS VEHICLE IN HIS YARD, SCARING HIS 6YO CHILD. DOGS ARE  
NOW RETURNED HOME.  
ANIMAL CONTROL NOTIFIED.

For Date: 07/05/2021 - Monday

21-10369 1555 ANIMAL COMPLAINT ANIMAL COMPLAINT  
Call Taker: Dispatcher VASTI AGUILAR  
Location/Address: 75 TOBIN RD  
Calling/Inv. Party: DIRSA, MICHAEL J @ 75 TOBIN RD - LEICESTER, MA 01524-1937 508-735-3076  
Narrative:  
MALE REPORTING HIS TWO DOGS TOOK OFF FROM HIM.  
TEDDY AND TOBY  
1 LOOKS LIKE A SMALLER ST BERNARND  
1 LOOKS LIKE A SMALLER ROTTWEILER  
  
AC & 29 NTFD  
  
RP CALLED BACK TO REPORT THE DOGS HAVE BEEN FOUND

1

For Date: 07/10/2021 - Saturday

21-10653 1222 ANIMAL COMPLAINT ANIMAL COMPLAINT  
Call Taker: Dispatcher SCOTT CREELMAN  
Location/Address: 100 TOBIN RD  
Calling Party: DONOVAN, MICHAEL K @ 100 TOBIN RD - CHERRY VALLEY, MA 01611-3235 774-313-0383  
Narrative:  
REPORTING PARTY STATES THERE IS A BLACK DOG AT END OF  
DRIVEWAY GROWLING  
ACU DYKAS WILL HANDLE

For Date: 08/14/2021 - Saturday

21-12644 1904 ANIMAL COMPLAINT SPOKEN TO  
Call Taker: Dispatcher VASTI AGUILAR  
Location/Address: 100 TOBIN RD  
Calling/Inv. Party: DONOVAN, MICHAEL K @ 100 TOBIN RD - CHERRY VALLEY, MA 01611-3235 774-313-0383  
ID: Patrolman CHARLES G LARSON JR  
Disp-19:29:34 Arvd-19:33:08 Clrd-20:08:22  
Narrative:  
MALE CALLER WAS CHASED IN HIS OWN YARD THEN AGAIN WHILE HE  
WAS DRIVING DOWN TOBIN. REQ TO SPEAK TO AC. MESSAGE WAS LEFT  
WITH AC AND EAST SIDE OFFICER AWARE OF MALES INTENTION TO  
COME TO STATION  
  
19:30 MALE PARKED OUT FRONT TO SPEAK TO PO  
  
Narrative:  
1957 29CL EN ROUTE TO TOWTAID ST TO ATTEMPT TO LOCATE  
ANIMALS

For Date: 08/28/2021 - Saturday



Selective Search From: 01/01/2017 Thru: 11/03/2022 0000 - 2359 Printed: 11/03/2022

21-13351 1532 ANIMAL COMPLAINT ANIMAL COMPLAINT  
Call Taker: DISPATCHER KELSEY CRUSE  
Location/Address: 100 TOBIN RD  
Calling/Inv. Party: DONOVAN, MICHAEL K @ 100 TOBIN RD - CHERRY VALLEY, MA 01611-3235 774-313-0383  
Involved Party: DIRSA, MICHAEL J @ 75 TOBIN RD - LEICESTER, MA 01524-1937 508-735-3076  
ID: Patrolman CHARLES G LARSON JR  
Disp-15:38:33 Arvd-15:46:31 Clrd-16:13:58

## Narrative:

MALE PARTY COMPLAINING HIS NEIGHBORS DOGS ARE IN HIS YARD AGAIN AND ALSO REQ PO SINCE LAST TIME HE CALLED ACO ON THEM THEY THREATENED HIM  
NO ANSWER WITH ACO  
29CL WAS ABLE TO CONTACT ACO AND SHE IS EN ROUTE  
29CL REQ CALL RP BACK NO ANSWER AT DOOR  
CALLED MALE PARTY BACK WHO STATED HE LEFT AND WILL COME DOWN THE STATION WHEN HE IS READY TO SPEAK WITH A PO AND ACO  
29CL SPOKE WITH OWNER OF DOG WHO SAID A WHITE HUSKY OF HIS IS LOOSE HELL BE CHECKING THE AREA  
29CL LOCATED DOG AND ACO HAS DOG

For Date: 09/05/2021 - Sunday

21-13846 1844 ANIMAL COMPLAINT ANIMAL COMPLAINT  
Call Taker: Dispatcher CAROLYN HALFPENNY  
Location/Address: 75 TOBIN RD  
Narrative:  
CALLER REPORTING A LOOSE DOG WITH A COLLAR ON BUT NO TAGS, WANDERING THE NEIGHBORHOOD.  
ACO NOTIFIED.

For Date: 10/12/2021 - Tuesday

21-15758 1636 ANIMAL COMPLAINT REPORT TAKEN  
Call Taker: RENEE LOMBARDI  
Location/Address: 100 TOBIN RD  
Calling Party: DONOVAN, MICHAEL K @ 100 TOBIN RD - CHERRY VALLEY, MA 01611-3235 774-313-0383  
ID: Patrolman CHARLES G LARSON JR  
Disp-16:37:31 Arvd-16:37:33 Clrd-17:41:31  
Narrative:  
CALLER IS UPSET HIS NEIGHBORS DOG SCRATCHED HIS CAR  
ANIMAL CONTROL WILL FOLLOW UP

Refer To Incident: 21-867-OF

For Date: 04/06/2022 - Wednesday

22-4508 1409 ANIMAL COMPLAINT ASSISTED PARTY  
Call Taker: Dispatcher ERNEST PATIENT  
Location/Address: 100 TOBIN RD  
Calling/Inv. Party: DONOVAN, MICHAEL K @ 100 TOBIN RD - CHERRY VALLEY, MA 01611-3235 774-313-0383  
Involved Party: DIRSA, MICHAEL J @ 75 TOBIN RD - LEICESTER, MA 01524-1937 508-735-3076  
ID: Patrolman SCOT D BROOKS  
Disp-14:12:16 Arvd-14:22:21 Clrd-14:38:45

## Narrative:

RES REPORTING THE NEIGHBORS DOG IS IN HIS YARD AND BARKING AT HIM  
SAYS THAT IT IS AN ON GOING ISSUE AND SINCE HE HAS AN ORDER AGAINST THE NEIGHBOR BELIEVES THAT THEY ARE DOING IT ON PURPOSE

88SB GOING TO 75 TOBIN TO SPEAK TO THE OWNER OF THE DOG

PER 88SB THE DOG IS NOW INSIDE THE HOME AND SPOKE TO THE OWNER

Selective Search From: 01/01/2017 Thru: 11/03/2022 0000 - 2359 Printed: 11/03/2022

For Date: 04/28/2022 - Thursday

22-5857 1624 ANIMAL COMPLAINT REPORT TAKEN  
Call Taker: Dispatcher KRISTIN KAVORKIAN  
Location/Address: 100 TOBIN RD  
Calling/Inv. Party: DONOVAN, MICHAEL K @ 100 TOBIN RD - CHERRY VALLEY, MA 01611-3235 774-313-0383  
Involved Party: DIRSA, MICHAEL J @ 75 TOBIN RD - LEICESTER, MA 01524-1937 508-735-3076  
ID: Patrolman THOMAS P MOUGHAN  
Disp-16:25:34 Arvd-16:33:38 Clrd-16:57:19  
Narrative:  
RP STATES NEIGHBORS DOG IS IN HIS DRIVEWAY BEING AGGRESSIVE TOWARDS HIM AND TRYING TO BITE HIM. ASKED RP TO WAIT INSIDE FOR POLICE TO RESPOND HE BECAME IRATE AND SAID HE WAS GOING TO "LIVE HIS LIFE"  
ACO NOTIFIED, GAVE INFO FOR DOG OWNER  
  
14TM DOG IS BACK IN FRONT OF ITS HOUSE. ITS ON A LEASE THAT APPEARS TO HAVE BROKEN. OWNER HAS THE DOG. WILL BE SPEAKING WITH THE RP  
REQ OF#

Refer To Incident: 22-310-OF

For Date: 06/07/2022 - Tuesday

22-8151 1804 ANIMAL COMPLAINT ANIMAL COMPLAINT  
Call Taker: Dispatcher KRISTIN KAVORKIAN  
Location/Address: 75 TOBIN RD  
Involved Party: ROSS, KELLY ANN @ 75 TOBIN RD - CHERRY VALLEY, MA 01611-3266 508-221-3045  
Calling/Inv. Party: DONOVAN, MICHAEL K @ 100 TOBIN RD - CHERRY VALLEY, MA 01611-3235 774-313-0383  
Narrative:  
RP STATES HIS NEIGHBORS DOGS ARE TIED UP OUTSIDE AND THEY ARE NOT SUPPOSED TO BE. SAID THERE WAS A TOWN HEARING LAST NIGHT AND THE OWNERS WERE TOLD THE DOGS HAVE TO BE IN A KENNEL IF THEY ARE LEFT OUTSIDE.  
SPOKE WITH ACO WHO SAID THE DOGS ARE ALLOWED TO BE OUTSIDE TIED UP AS LONG AS THEY ARE SUPERVISED. ACO SPOKE WITH THE DOG OWNER WHO IS OUTSIDE WATCHING THE DOGS. OWNER ALSO SAID THE RP WAS RECORDING HER AND THE DOGS.  
PER ACO THIS IS AN ONGOING HEATED NEIGHBOR DISPUTE

For Date: 06/30/2022 - Thursday

22-9328 1249 ANIMAL COMPLAINT REPORT TAKEN  
Call Taker: Dispatcher KIMBERLY J FONTAINE  
Location/Address: 75 TOBIN RD  
Calling/Inv. Party: DONOVAN, MICHAEL K @ 100 TOBIN RD - CHERRY VALLEY, MA 01611-3235 774-313-0383  
ID: Sergeant CRAIG P GUERTIN  
Disp-12:51:41 Arvd-13:14:00 Clrd-14:44:48  
ID: Sergeant ALEXANDER L SAMIA  
Disp-13:26:30 Arvd-13:26:31 Clrd-14:04:07  
Narrative:  
MALE REPORTING DOGS OUT IN THE YARD, THIS IS A VIOLATION FROM A SELECTMAN'S MEETING AND HE IS REQUESTING ACO AND POLICE  
87 OUT AT THE TOWN HALL ATTEMPTING TO CLARIFY THE LANGUAGE  
1326 87 86 ON ARRIVAL  
87 REPORT

Refer To Incident: 22-502-OF

For Date: 09/07/2022 - Wednesday

Selective Search From: 01/01/2017 Thru: 11/03/2022 0000 - 2359 Printed: 11/03/2022

22-12929 1714 ANIMAL COMPLAINT RESOLVED  
Call Taker: Dispatcher KRISTIN KAVORKIAN  
Location/Address: 100 TOBIN RD  
Calling/Inv. Party: DONOVAN, MICHAEL K @ 100 TOBIN RD - CHERRY VALLEY, MA 01611-3235 774-313-0383  
ID: Patrolman MICHAEL A LOMBARDOZZI  
Disp-17:20:44 Arvd-17:29:05 Clrd-17:34:17  
ID: Patrolman THOMAS P MOUGHAN  
Disp-17:29:04 Arvd-17:29:06 Clrd-17:34:16

## Narrative:

RP STATES NEIGHBORS DOG IS IN HIS YARD AND HE IS UNABLE TO GET TO HIS HOUSE. HAS ONGOING ISSUES WITH THE OWNERS AN ACO IS ALSO INVOLVED  
MESSAGE LEFT WITH ACO

11ML SPOKE WITH RP. ADVISED THE DOG GOT LOOSE FROM #75 BUT IS HOME NOW AND THAT ACO WILL BE NOTIFIED RP WAS VERY UPSET WITH THIS ANSWER.  
ALSO NOTE THAT RP WAS FILMING 11ML THE ENTIRE TIME HE WAS SPEAKING WIT HIM. PR WAS PERFECTLY FINE WORKING ON MACHINERY ON HIS PROPERTY.

For Date: 11/02/2022 - Wednesday

22-15732 1319 ANIMAL COMPLAINT REPORT TAKEN  
Call Taker: Dispatcher ERNEST PATIENT  
Location/Address: 100 TOBIN RD  
Calling/Inv. Party: WINDWARD, ANDI JEAN @ 100 TOBIN RD - LEICESTER, MA 01524 774-313-7911  
ID: Patrolman SCOT D BROOKS  
Disp-13:23:09 Arvd-13:26:34 Clrd-13:44:55  
ID: Sergeant ALEXANDER L SAMIA  
Disp-13:30:28 Arvd-13:37:29 Clrd-13:44:56

## Narrative:

RESD CALLING REQ TO SPEAK WITH POLICE ABOUT HER NEIGHBORS' (#75) DOG WHO WAS IN HER YARD AND CHASED HER UP HER DRIVEWAY.  
CALLER IS AFRAID TO LEAVE HER HOUSE BECAUSE OF THE DOG.  
MESSAGE LEFT FOR ACO TO ADVISE OF SITUATION.  
88SB RP HAS A VIDEO OF THE DOG CHASING HER.  
WAS UNABLE TO SPEAK WITH OTHER PARTY, THEY ARE NOT HOME AT THIS TIME. DOG IS NOT OUTSIDE.

Refer To Incident: 22-811-OF





Leicester Police Department  
Incident Report

Page: 1  
11/03/2022

Incident #: 21-867-OF  
Call #: 21-15758

Date/Time Reported: 10/12/2021 1636  
Report Date/Time: 10/12/2021 2255  
Status: No Crime Involved

Reporting Officer: Patrolman CHARLES LARSON  
Approving Officer: Sergeant MICHAEL FONTAINE

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

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

#	INVOLVED	SEX	RACE	AGE	SSN	PHONE
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1	DIRSA, CHELSEA M 75 TOBIN RD CHERRY VALLEY MA 01611-3266	F	W	31		
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Military Active Duty: N  
HEIGHT: 507 - 508      WEIGHT: 170 - 180      HAIR: BROWN      EYES: BLUE  
BODY: STOCKY      COMPLEXION: FAIR  
DOB:      PLACE OF BIRTH: WORCESTER, MA  
LICENSE NUMBER: MA :      ETHNICITY: NOT HISPANIC  
PCF #:

[CONTACT INFORMATION]

Home Phone (Primary)  
Home Phone (Primary)  
CallBack Number (Primary)  
CallBack Number  
CallBack Number  
CallBack Number

[APPEARANCE]

GLASSES WORN: NO

ALIAS	LAST NAME	FIRST NAME	MIDDLE NAME	SSN	DOB	GENDER
DIRSA		CHELSEA		NOT AVAIL		NOT AVAIL

[FAMILY/EMPLOYMENT INFORMATION]

MARITAL STATUS: SINGLE  
FATHER'S NAME: DIRSA, MICHEAL  
MOTHER'S NAME: ROSS, KELLY

OCCUPATION: UNEMPLOYED

Leicester Police Department  
Incident Report

Page: 2  
11/03/2022

Incident #: 21-867-OF  
Call #: 21-15758

#	INVOLVED	SEX	RACE	AGE	SSN	PHONE
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2	ROSS, KELLY ANN 75 TOBIN RD CHERRY VALLEY MA 01611-3266	F	W	57		
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Military Active Duty: N  
HEIGHT: 506 - 507      WEIGHT: 200 - 210      HAIR: BROWN      EYES: BROWN  
BODY: HEAVY      COMPLEXION: FAIR  
DOB:      PLACE OF BIRTH: WORCESTER, MA  
LICENSE NUMBER: MA      ETHNICITY: NOT HISPANIC  
PCF #:

[CONTACT INFORMATION]

Home Phone (Primary)  
Work Phone (Primary)  
CallBack Number (Primary)  
CallBack Number  
CallBack Number  
CallBack Number  
CallBack Number  
CallBack Number  
CallBack Number

[APPEARANCE]

GLASSES WORN: NO

[FAMILY/EMPLOYMENT INFORMATION]

MARITAL STATUS: SINGLE  
FATHER'S NAME: ROSS, EDWARD J  
MOTHER'S NAME: AUSTIN, ELIZABETH

EMPLOYER/SCHOOL: CAFE SERVICES  
LONDONARY NH

OCCUPATION: UNEMPLOYED

# EVENTS (S)

LOCATION TYPE: Residence/Home/Apt./Condo      Zone: EAST  
100 TOBIN RD  
LEICESTER MA 01524

1 Animal Complaint

Leicester Police Department  
Incident Report

Page: 3  
11/03/2022

Incident #: 21-867-OF  
Call #: 21-15758

#	VICTIM(S)	SEX	RACE	AGE	SSN	PHONE
1	DONOVAN, MICHAEL K 100 TOBIN RD CHERRY VALLEY MA 01611-3235  DOB: ETHNICITY: Not of Hispanic Origin RESIDENT STATUS: Non Resident VICTIM CONNECTED TO OFFENSE NUMBER(S): 1 CONTACT INFORMATION: Home Phone (Primary)	M	W	53		

## NARRATIVE FOR PATROLMAN CHARLES G LARSON JR

Ref: 21-867-OF

Entered: 10/12/2021 @ 2259	Entry ID: 29CL
Modified: 10/12/2021 @ 2310	Modified ID: 29CL
Approved: 11/27/2021 @ 1912	Approval ID: 84MF

On 10/12/21, at approximately 4:36PM, I was dispatched to 100 Tobin Road for a report that the neighbors dog was in the driveway.

A short time later I arrived and met with the reporting party Michael Donovan. Mr. Donovan showed me a video on his cell phone of a black and brown dog that was in his driveway and put it's front paws on his drivers door. I showed Mr. Donovan that there were no visible scratches from the dog putting it's paws on the door. The dog was not acting aggressive and did not bark at Mr. Donovan in the video.

I informed dispatch that Mr. Donovan requested a follow up phone call from Animal Control. When I arrived the dog was back at the residence of 75 Tobin Rd.

I then went and spoke with two of the residents of number 75, Chelsea Dirsa and Kelly Ross. I informed them that Mr. Donovan had showed me a video of their dog in his driveway and advised them that they should keep their dog under control. While I was speaking with the two residents the dog opened the front door and came outside. The dog did not act aggressively towards me.





Leicester Police Department  
Incident Report

Page: 1  
11/03/2022

Incident #: 22-310-OF  
Call #: 22-5857

Date/Time Reported: 04/28/2022 1624  
Report Date/Time: 05/04/2022 1729  
Status: No Crime Involved

Reporting Officer: Patrolman THOMAS MOUGHAN  
Approving Officer: Sergeant MICHAEL FONTAINE

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

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

#	INVOLVED	SEX	RACE	AGE	SSN	PHONE
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1	DIRSA, CHELSEA M. 75 TOBIN RD CHERRY VALLEY MA 01611-3266	F	W	31		
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Military Active Duty: N

HEIGHT: 507 - 508

WEIGHT: 170 - 180

HAIR: BROWN

EYES: BLUE

BODY: STOCKY

COMPLEXION: FAIR

DOB:

PLACE OF BIRTH: WORCESTER, MA

LICENSE NUMBER: M7

ETHNICITY: NOT HISPANIC

PCF #:

[CONTACT INFORMATION]

Home Phone (Primary)

Home Phone (Primary)

CallBack Number (Primary)

CallBack Number

CallBack Number

CallBack Number

CallBack Number

[APPEARANCE]

GLASSES WORN: NO

ALIAS	LAST NAME	FIRST NAME	MIDDLE NAME	SSN	DOB	GENDER
DIRSA		CHELSEA		NOT AVAIL		NOT AVAIL

[FAMILY/EMPLOYMENT INFORMATION]

MARITAL STATUS: SINGLE

FATHER'S NAME: DIRSA, MICHEAL

MOTHER'S NAME: ROSS, KELLY

OCCUPATION: UNEMPLOYED

# EVENTS (S)

LOCATION TYPE: Department/Discount Store      Zone: WEST  
1626 MAIN ST @ 1 SOOJIANS DR  
LEICESTER MA 01524

Leicester Police Department  
Incident Report

Page: 2  
11/03/2022

Incident #: 22-310-OF  
Call #: 22-5857

# EVENTS (S)

1 Animal Complaint

# VICTIM(S)

SEX RACE

AGE

SSN

PHONE

1 DONOVAN, MICHAEL K  
100 TOBIN RD  
CHERRY VALLEY MA 01611-3235

M W

53

DOB: (

ETHNICITY: Not of Hispanic Origin

RESIDENT STATUS: Non Resident

VICTIM CONNECTED TO OFFENSE NUMBER(S): 1

CONTACT INFORMATION:

Home Phone (Primary)

## NARRATIVE FOR PATROLMAN THOMAS P MOUGHAN

Ref: 22-310-OF

Entered: 05/04/2022 @ 2202	Entry ID: 14TM
Modified: 05/04/2022 @ 2209	Modified ID: 14TM
Approved: 06/14/2022 @ 2048	Approval ID: 84MF

On 04-28-22 at approx. 1624 hours I was dispatched to 100 Tobin Road to speak with Michael Donovan about his neighbors dog coming into his yard and threatening him. On the way I passed 75 Tobin Road and Chelsea Dirsas was in the yard and I observed her family's black dog named Toby come running down the road with a leash trailing behind. Chelsea came up to the cruiser and apologized that her dog escaped somehow.

I went to 100 Tobin Road and spoke with Michael Donovan, he was very upset, he told me that this happens all the time and no ones doing anything about it. I told him I would file a incident report and that I would speak with the Dirsas about this happening. This was my first time here for the dog harassing him, I do know this has happened before. I again spoke to Chelsea and her father Mike Dirsas on my way back warning them to keep the dog under control.



Leicester Police Department  
Incident Report

Page: 1  
11/03/2022

Incident #: 22-502-OF  
Call #: 22-9328

Date/Time Reported: 06/30/2022 1249  
Report Date/Time: 07/01/2022 1038  
Status: No Crime Involved

Reporting Officer: Sergeant CRAIG GUERTIN  
Approving Officer: Sergeant CRAIG GUERTIN

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

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

#	INVOLVED	SEX	RACE	AGE	SSN	PHONE
1	ROSS, KELLY ANN 75 TOBIN RD CHERRY VALLEY MA 01611-3266	F	W	57		

Military Active Duty: N

HEIGHT: 506 - 507

WEIGHT: 200 - 210

HAIR: BROWN

EYES: BROWN

BODY: HEAVY

COMPLEXION: FAIR

DOB:

PLACE OF BIRTH: WORCESTER, MA

LICENSE NUMBER: MA

ETHNICITY: NOT HISPANIC

PCF #:

[CONTACT INFORMATION]

Home Phone (Primary)

Home Phone (Primary)

Work Phone (Primary)

CallBack Number (Primary)

CallBack Number

CallBack Number

CallBack Number

CallBack Number

CallBack Number

CallBack Number

[APPEARANCE]

GLASSES WORN: NO

[FAMILY/EMPLOYMENT INFORMATION]

MARITAL STATUS: SINGLE

FATHER'S NAME: ROSS, EDWARD J

MOTHER'S NAME: AUSTIN, ELIZABETH

EMPLOYER/SCHOOL: CAFE SERVICES  
LONDONARY NH

OCCUPATION: UNEMPLOYED



Leicester Police Department  
Incident Report

Page: 2  
11/03/2022

Incident #: 22-502-OF  
Call #: 22-9328

#	INVOLVED	SEX	RACE	AGE	SSN	PHONE
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2	DIRSA, MICHAEL J 75 TOBIN RD LEICESTER MA 01524-1937	M	W	61		
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Military Active Duty: N  
HEIGHT: 600      WEIGHT: 225      HAIR: RED OR AUBURN      EYES: BLUE  
BODY: MEDIUM      COMPLEXION: FAIR  
DOB:      PLACE OF BIRTH: WORCESTER, MA  
LICENSE NUMBER: MA      ETHNICITY: NOT HISPANIC  
PCF #:

[CONTACT INFORMATION]

Home Phone      (Primary)  
Home Phone  
CallBack Number  
Comments=

[APPEARANCE]

GLASSES WORN: NO

[FAMILY/EMPLOYMENT INFORMATION]

MARITAL STATUS: SINGLE  
FATHER'S NAME: DIRSA, PHILLIP

EMPLOYER/SCHOOL: US POST OFFICE  
192 MAIN ST  
SHREWSBURY

OCCUPATION: POSTAL WORKER

3	DONOVAN, MICHAEL K 100 TOBIN RD CHERRY VALLEY MA 01611-3235	M	W	53		
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Military Active Duty: N  
HEIGHT: 510      WEIGHT:      HAIR: NOT AVAIL.      EYES: NOT AVAIL.  
BODY: NOT AVAIL.      COMPLEXION: NOT AVAIL.  
DOB:      PLACE OF BIRTH: NOT AVAIL.  
LICENSE NUMBER: MA      ETHNICITY: NOT HISPANIC  
PCF #

[CONTACT INFORMATION]

Home Phone      (Primary)

[APPEARANCE]

GLASSES WORN: NO

Leicester Police Department  
Incident Report

Page: 3  
11/03/2022

Incident #: 22-502-OF  
Call #: 22-9328

#	INVOLVED	SEX RACE	AGE	SSN	PHONE
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#	EVENTS (S)
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LOCATION TYPE: Residence/Home/Apt./Condo      Zone: EAST  
75 TOBIN RD  
LEICESTER MA 01524

1 Assist Citizen

## NARRATIVE FOR SERGEANT CRAIG P GUERTIN

Ref: 22-502-OF

Entered: 07/01/2022 @ 1042	Entry ID: 87CG
Modified: 07/01/2022 @ 1100	Modified ID: 87CG
Approved: 07/01/2022 @ 1102	Approval ID: 87CG

On Thursday June 30, 2022 I was on uniformed patrol in marked cruiser L2 from 0700 hours until 1500 hours in the Town of Leicester.

At approximately 1245 hours I was dispatched to 100 Tobin Road to speak with Mr. Michael Donovan regarding dogs being on a leash (chains) in the front yard of 75 Tobin Road. It should be noted that on Thursday 6/23/2022 this officer did deliver, in hand, a notice of measures so voted by the Select Board resulting from a dog hearing on 6/6/2022. Prior to arrival, I stopped to call the Town Administrator's office to confirm the measures as stated. I am aware of the dogs being on a chain leash in the front yard, however, there may have been some miscommunication. Ms. Ross and Mr. Dirsra were under the impression and they have said they were told they could "be outside with the dogs while leashed."

On my arrival, I drove past 75 Tobin Road and did not observe the dogs to be outside. I proceeded to 100 Tobin Road where I was met by Mr. Donovan in a small skid steer. Mr. Donovan exited the skid steer and said, "those dogs are not supposed to be on a leash in the yard." "I will look up the meeting notes." I advised Mr. Donovan I spoke with the Town Administrator's office about the same and confirmed the wording of the measures. Bullet point #3 states, "Dogs are banned from being leashed in the yard." Mr. Donovan claimed to have pictures and videos and was getting visibly upset. Mr. Donovan kept mentioning that he is trying to get custody of his son and his son is "traumatize because of those dogs" and mentioned the "probate judge asks me what I am doing." Bullet point #4 states, "Further violations are to be brought back before the Select Board." I did advise Mr. Donovan to contact the Town Administrator's office regarding this matter so it could be placed on the agenda to be heard by the Select Board.

After speaking with Mr. Donovan, I spoke with Mr. Dirsra and his daughter Chelsea. They did say the dogs were on secured chain leashes in the front yard and they were watching them. They were advised of bullet point #3 and Mr. Dirsra said, "we were told they could be outside as long as we were watching them." "They have chain leashes attached to the house." Mr. Dirsra did mention he spoke with the animal control officer regarding the same. I further explained that the dogs need to be either inside the house or the back yard and the Select Board had said they can't be on the leashes unless they are being walked. I did let Mr. Dirsra know Mr. Donovan would be contacting the Town Hall for a violation hearing and he understood.

Respectfully submitted,

Sergeant Craig Guertin, #87





Leicester Police Department  
Incident Report

Page: 1  
11/03/2022

Incident #: 22-811-OF

Call #: 22-15732

Date/Time Reported: 11/02/2022 1319  
Report Date/Time: 11/02/2022 1412  
Occurred Between: 11/02/2022 1238-11/02/2022 1344  
Status: No Crime Involved

Reporting Officer: Patrolman SCOT BROOKS

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

#	INVOLVED	SEX	RACE	AGE	SSN	PHONE
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1	ROSS, KELLY ANN 75 TOBIN RD CHERRY VALLEY MA 01611-3266	F	W	58		
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Military Active Duty: N  
HEIGHT: 506 - 507      WEIGHT: 200 - 210      HAIR: BROWN      EYES: BROWN  
BODY: HEAVY      COMPLEXION: FAIR  
DOB:      PLACE OF BIRTH: WORCESTER, MA  
LICENSE NUMBER: MA      ETHNICITY: NOT HISPANIC  
PCF #:

[CONTACT INFORMATION]

Home Phone (Primary)  
Home Phone (Primary)  
Work Phone (Primary)  
Work Phone  
CallBack Number (Primary)  
CallBack Number  
CallBack Number  
CallBack Number  
CallBack Number  
CallBack Number  
CallBack Number

[APPEARANCE]

GLASSES WORN: NO

[FAMILY/EMPLOYMENT INFORMATION]

MARITAL STATUS: SINGLE  
FATHER'S NAME: ROSS, EDWARD J  
MOTHER'S NAME: AUSTIN, ELIZABETH  
EMPLOYER/SCHOOL: CAFE SERVICES  
LONDONARY NH  
OCCUPATION: UNEMPLOYED



Leicester Police Department  
Incident Report

Page: 2  
11/03/2022

Incident #: 22-811-OF  
Call #: 22-15732

#	INVOLVED	SEX	RACE	AGE	SSN	PHONE
---	----------	-----	------	-----	-----	-------

2	DIRSA, MICHAEL J 75 TOBIN RD LEICESTER MA 01524-1937	M	W	61		
---	--	---	---	----	--	--

Military Active Duty: N

HEIGHT: 600

WEIGHT: 225

HAIR: RED OR AUBURN

EYES: BLUE

BODY: MEDIUM

COMPLEXION: FAIR

DOB:

PLACE OF BIRTH: WORCESTER, MA

LICENSE NUMBER: MA

ETHNICITY: NOT HISPANIC

PCF #

[CONTACT INFORMATION]

Home Phone

(Primary)

Home Phone

CallBack Number

Comments=

[APPEARANCE]

GLASSES WORN: NO

[FAMILY/EMPLOYMENT INFORMATION]

MARITAL STATUS: SINGLE

FATHER'S NAME: DIRSA, PHILLIP

EMPLOYER/SCHOOL: US POST OFFICE

192 MAIN ST

SHREWSBURY

OCCUPATION: POSTAL WORKER

# EVENTS (S)

LOCATION TYPE: Residence/Home/Apt./Condo  
100 TOBIN RD  
LEICESTER MA 01524

Zone: EAST

1 Animal Complaint

Leicester Police Department  
Incident Report

Page: 3  
11/03/2022

Incident #: 22-811-OF  
Call #: 22-15732

#	VICTIM(S)	SEX	RACE	AGE	SSN	PHONE
1	WINDWARD, ANDI J 100 TOBIN RD LEICESTER MA 01524  DOB ETHNICITY: Not of Hispanic Origin RESIDENT STATUS: Resident VICTIM CONNECTED TO OFFENSE NUMBER(S): 1 RELATION TO: ROSS KELLY RELATION TO: DIRSA MICHAEL CONTACT INFORMATION: CallBack Number (Primary)	F	W	25		
						Neighbor Neighbor

## PERSONNEL NARRATIVE FOR PATROLMAN SCOT D BROOKS

Ref: 22-811-OF

Entered: 11/02/2022 @ 1418

Entry ID: 88SB

Modified: 11/03/2022 @ 1109

Modified ID: 88SB

On Wednesday, November 2, 2022, I Officer Scot D. Brooks was in full uniform, working the 7am - 3pm shift. I was operating Leicester marked police cruiser L4, assigned to the east side of town.

At approximately 1:19pm I was advised that there was an animal complaint and that the reporting party, Andi Windward wanted to talk to an officer about the issue.

Upon my arrival I spoke to Ms. Windward. Ms. Windward informed me that as she arrived home she had passed by her neighbors and as she did their dog pulled away from one of them and chased her as she entered her property. Ms. Windward informed me that she had recorded the incident on her cell phone (see video).

On the video Ms. Windward slowly drives by with her drivers window down and her cell phone recording. I hear what sounds like Mr. Dirsa make a comment that she's recording. As Ms. Windward travels past the house the dog gets lose and aggressively chases her car approximately 30-40 feet when Ms. Windward stops and films the dog in the grass by the front passenger side of her car. Someone yell's and the dog heads back towards 75 Tobin Road (Dirsa residence)

I gave Ms. Windward a voluntary statement which she completed while I was at her residence. Ms. Windward informed me that she is afraid to leave her property. I informed Ms. Windward that the dog was not outside at the property.

Upon leaving 100 Tobin road I was not able to speak with the residence of 75 Tobin Road.

Respectfully submitted,  
Officer Scot D. Brooks Sr. #88

Leicester Police Department



## Leicester Community Emergency Response Team

Pages	Issue Date
22	
Issuing Authority:	Effective Date
Jason M Main, CERT Manager	Revision Date
Organization Formation and Operation Guidelines	

### 1. Establishment

1.1 The Town of Leicester, by and through its Division of Emergency Management, hereby establishes the Leicester Community Emergency Response Team (CERT) Program, approved by the Federal Emergency Management Agency, to be administered and managed by the Division of Emergency Management as set forth herein.

### 2. Name

2.1 Being registered and approved by FEMA on October 14<sup>th</sup> 2022, the official name of this organization will be Leicester Community Emergency Response Team, also referred to as the Leicester CERT. No other name will be used to refer to this team without express permission by the Director of Emergency Management for the Town of Leicester and/or the Federal Emergency Management Agency.

### 3. Organization Logo

3.1 The CERT Logo is used by this organization with permission by the Federal Emergency Management Agency in line with the customization specifications as outlined in the Community Emergency Response Team Logo Usage Guidelines published December of 2013. No modifications or changes may be made to the space, color palette, color systems, typeface, pattern, outline, or other elements of the logo without approval of the Federal Emergency

Management Agency and the Director of Emergency Management for the Town of Leicester. The Leicester Community Emergency Response Team agrees to the termination of use of its CERT logo upon suspending, terminating, and/or dissolving the organization.

#### **4. Mission Statement**

4.1 The Leicester Community Emergency Response Team, also referred to as the Leicester CERT, is dedicated to training individuals in the neighborhoods, businesses, and industries within the Town of Leicester in important topics such as emergency preparedness and basic disaster response techniques in order to enable them to prepare, as volunteers, to take an active role in providing critical support in a safe manner to emergency response personnel during different emergencies and disaster incidents. The Leicester CERT is also dedicated to training community members how to be valuable resources within their neighborhoods for non-emergency and routine events.

#### **5. Goals and Objectives**

5.1 The Leicester Community Emergency Response Team relies on preparedness, with the basis of people helping people and doing the greatest good with the greatest number. CERT is part of the National Citizen Corp effort enforced by the President of the United States and the Department of Homeland Security.

5.2 CERT acts as a positive and realistic approach to emergency and disaster situations where citizens may initially be on their own and their actions can make a real difference.

5.3 CERT allows for citizens within the community to be trained, educated, and informed about emergency preparedness. This program sets each volunteer up for success with the ability to help others in their community during times of crisis.

5.4 CERT members may be assigned to various other duties, both emergency and nonemergency in practice, by the request of the CERT Manager and/or the Director of Emergency Management.

#### **6. Home Location**

6.1 The Leicester Community Emergency Response Team will hold meetings at Town of Leicester facilities or at neighborhood community centers within the Town of Leicester. The designated home location for the Leicester CERT will remain at the Leicester Division of Emergency Management 3 Paxton St Leicester Ma 01524

## **7. Meetings**

7.1 Meetings shall be held between the CERT Team Leader and members of the Leicester Division of Emergency Management every other month, with no less than four meetings occurring each calendar year.

7.2 Meetings shall be held between designated Neighborhood Team Leaders and members of the Leicester Division of Emergency Management no less than four times each calendar year.

7.2.1 Combined meetings containing the CERT Team Leader and Neighborhood Team Leaders shall satisfy meeting requirements.

7.3 Each Neighborhood Team Leader shall host meetings with volunteers within their designated neighborhoods every two months and no less than four times per calendar year.

## **8. Rules of Conduct**

All members of the Leicester Community Emergency Response Team are expected to read, acknowledge, and comply with the 'Leicester Community Emergency Response Team Code of Conduct' as prescribed in Appendix A of this document as well as other rules, regulations, policies, and procedures issued for members of the Leicester CERT.

## **9. Membership**

9.1 Any and all residents of the Town of Leicester may apply for membership to the Leicester Community Emergency Response Team. Membership is voluntary and does not offer payment or fringe benefits.

9.2 All applicants must be at least eighteen years of age at the time of application.

9.3 Applicants agree to a CORI check upon application. Membership may be dependent upon the outcome of this CORI check.

9.4 Approval of applicants will be at the sole discretion of the CERT Program Manager.

9.5 Applicants agree to complete and sign the full application packet located in Appendix B of this document. This application packet will include the following documents:

9.5.1 Application Form

9.5.2 Membership Agreement

9.5.3 Code of Conduct Agreement (Appendix A); and

9.5.4 Release and Waiver of Liability

9.6 Membership approval shall be contingent upon the successful completion of the CERT Training Program.

9.7 Members agree to attend and participate in at least two neighborhood meetings and/or training classes each calendar year provided by or in conjunction with the CERT Training Coordinator or other recognized training organization.

9.8 Membership to the Leicester Community Emergency Response Team, unless revoked for just cause, shall remain valid for a period of 2 years.

9.8.1 At the biennial anniversary of a membership, CERT team members will be evaluated by the CERT Team Leader and/or the Neighborhood Team Leaders to ensure certification and requirements continue to be met.

9.8.2 When certification and requirements are determined to have been met by a CERT member, new identification will be issued to the member by the Leicester Division of Emergency Management.

9.9 Members of the Leicester Community Emergency Response Team agree not to use their membership for personal gain and remain free from any and all conflicts of interest.

## **10. Activation**

10.1 Activation of the Leicester Community Emergency Response Team shall be made at the sole discretion of the Director of Emergency Management or his/her designee. Additionally, activation will be made based upon public safety needs and goals.

10.2 Members of the Leicester Community Emergency Response Team agree not to self-activate for any emergencies or disasters. Self-activation of a member may place that member at grave risk for injury and/or liability and may result in discipline, up to and including, revocation of membership.

10.3 Members agree to abide by prescribed policies and procedures regarding activation, including but not limited to, the documentation of said activation and activities.

10.4 Members who are activated agree to operate within the scope of their CERT training and maintain compliance with all local, state, and federal laws, regulations, and ordinances.

10.5 Approved members who are activated shall never be accompanied by non-members to the scene of disasters or emergencies. Approved members who allow family, friends, or other non-members to accompany them to the scene of disasters or emergencies may place themselves and others at risk of injury or death.

10.6 Any activated member who sustains an injury, no matter how minor in nature, shall report said injury as soon as possible to the CERT Safety Officer or CERT Team Leader. Activated members shall also document any and all injuries in writing and submit this documentation to the CERT Program Manager.

- 10.7 Upon determination by the Incident Commander that an emergency or disaster has been resolved, deactivation of the CERT team will be ordered by the CERT Program Manager or Director of Emergency Management. Individual CERT members who have been activated shall remain at their post until accounted for and released by their CERT Neighborhood Team Leader or other supervisor with authority.

## **11. Roles and Responsibilities**

### **11.1 CERT Program Manager**

11.1.1 The CERT Program Manager role shall be held by the Director of Emergency Management or his/her designee and will be tasked with the overall management of the Leicester Community Emergency Response Team.

11.1.2 This role shall meet with the CERT Team Leader on a prescribed schedule to discuss the goals and objectives of the CERT team, as well as planning, training and response activities.

11.1.3 This role shall act as the official liaison between the Leicester Community Emergency Response Team and officials for the Town of Leicester.

11.1.4 This role shall supervise and facilitate the financial management of the CERT team in conjunction with the CERT Finance Section Chief

### **11.2 CERT Section Chief**

11.2.1 A CERT Section Chief may be established to accomplish specific goals or responsibilities within a CERT organization. This position will hold responsibilities in addition to normal members of the CERT team and be expected to act as a supervisor or leader in this role.

11.2.2 A Section Chief may be responsible for such areas of expertise as training, finance, logistics, or operations. Implementation of a Section Chief position will be based on the need of the organization and at the sole discretion of the CERT Program Manager.

### **11.3 CERT Team Leader**

11.3.1 CERT Team Leaders are responsible for supervision and leadership activities within the program.

11.3.2 CERT Team Leaders are responsible for meeting with the CERT Program Manager and to provide updates on different areas of team development, neighborhood teams, training, and more at least once every other month with a minimum of four meetings occurring each year.



11.3.3 A CERT Team Leader may provide guidance and support to Neighborhood Team Leaders with:

- 11.3.3.1 Training
- 11.3.3.2 Meetings
- 11.3.3.3 Maintenance of records
- 11.3.3.4 Recruiting
- 11.3.3.5 Other issues that may arise

11.3.4 CERT Team Leaders primarily function as an administrative position within the CERT Program; however, they may assist or provide operational support as needed based on incident need and availability.

#### 11.4 CERT Neighborhood Team Leader

11.4.1 Neighborhood Team Leaders represent the supervision within a neighborhood group of CERT Members.

11.4.2 Neighborhood Team Leaders help with distribution of information, recruitment of volunteers, training and certification, activation, and more. They are the primary supervisor for volunteers in their neighborhood or region.

11.4.3 Neighborhood Team Leaders will hold meetings with the volunteers in their specific community, group, region, or neighborhood at least four times per year, in order to ensure continued interest in the program, availability for activation, active certifications, and sharing of program information.

11.4.4 Neighborhood Team Leaders are primarily operational in nature, responding to and assisting with activations for emergencies or disasters within the Town . Neighborhood Team Leaders will also perform supervisory roles while activated, ensuring Team Members understand their role at the scene of an emergencies, what tasks they may be expected to perform and/or complete, and ensure that accountability for Team Members is being performed and recorded.

#### 11.5 CERT Team Member

11.5.1 CERT Team Members include all general members of the Leicester CERT Program. Team Members are the heart of the organization, making up the majority of those who volunteer.

11.5.2 The primary function of the CERT Team Members will be to respond to and assist at disasters and emergencies within the Town when they have been activated by the Director of Emergency Management.

11.5.3 CERT Team members are solely operational in nature, with training provided by FEMA and the Division of Emergency Management, to perform specific tasks and functions as volunteers during emergencies and disasters.

## **12. Identification**

12.1 All approved and active members of the Leicester Community Emergency Response Team will be issued official identification cards. These identification cards remain the property of the Leicester Division of Emergency Management, and as such, should be returned to this division upon terminating volunteerism with the Leicester CERT Program.

12.2 Identification cards will remain active for a period of two years, unless revoked or terminated, at which time members will meet with the Division of Emergency Management for a new identification card to be issued.

12.3 Identification cards are provided to allow for proper and official identification of active members of the Leicester Community Emergency Response Team during activations to emergencies and disasters. These identification cards shall only be used for this purpose and members agree that unauthorized use of an identification card may result in discipline, up to and including revocation of membership.

12.4 Identification cards shall be worn by all members, on their outermost garment, during all activations to emergencies and disasters, as well as all official trainings and meetings.

## **13. Training**

13.1 All training provided to CERT members shall be in accordance with the current Federal Emergency Management Agency guidelines as well as the guidelines and best practices of the Massachusetts Emergency Management Agency.

13.2 Each member of the Leicester CERT Program must attend and successfully pass the CERT Basic Training Course (FEMA P-2057) developed by the Federal Emergency Management Agency and instructed by approved vendors and teachers.

13.3 All training and materials presented to Leicester CERT members must first be approved by the Director of Emergency Management prior to use and distribution.

## **14. Finances**

14.1 All funds received by the Leicester Community Emergency Response Team shall be deposited with and controlled by the Town of Leicester, as a program being administered and managed by and through the Division of Emergency Management. Funding of the Leicester CERT Program may include grant funding, as approved by and

with application from the Town of Leicester, and donations, as approved and accepted by the Town of Leicester.

14.2 As a program of the Division of Emergency Management within the Town of Leicester, the Leicester Community Emergency Response Team Program, as well as members acting on behalf of the program, are restricted from fundraising activities and/or the organization of fundraising activities.

14.3 All purchase requests shall be submitted in writing, by the CERT Finance Section Chief, to the Leicester Division of Emergency Management, for review, consideration, and approval.

14.3.1 All purchases shall be made in accordance with the procedures established by the Town of Leicester

14.3.2 No contracts or purchases of good and/or services may be made without prior authorization of the Director of Emergency Management or his/her designee.

14.4 Purchases made by the Leicester Community Emergency Response Team will only be encumbered after prior approval and issuance of a purchase order through the Town of Leicester.

14.5 Invoices, purchase orders, and receipts for good and/or services purchased will be maintained in a separate file with the Leicester Division of Emergency Management.

14.6 Acting as a functionary section of the Leicester Division of Emergency Management, the Leicester Community Emergency Response Team will purchase and obtain all goods and services through the Leicester Division of Emergency Management and as such, shall be exempt from state and federal taxes while operating as a functionary section of the Leicester Division of Emergency Management.

14.7 With the assistance and approval of the Leicester Division of Emergency Management, the Leicester CERT may seek and apply for grants from state, federal, and private sources to fund the activities and objectives set out by this document and any future activities and objectives set forth by the Director of Emergency Management

14.7.1 Any and all applications for grant funding shall first be approved by the Leicester Division of Emergency Management and the Town Administrator for the Town of Leicester.

14.7.2 Any and all applications for grant funding shall comply with appropriate municipal, state, and federal laws, as well as the Town of Leicester Bylaws as established by the Town of Leicester and any established and approved procedures for the Town of Leicester.

## **15. Media Relations**

- 15.1 All media relation activities shall be coordinated by the Director of Emergency Management with coordination and approval of the Office of the Town Administrator.
- 15.2 The Leicester Division of Emergency Management shall handle all interviews in coordination with and approval of the Office of the Town Administrator.
- 15.3 Members of the Leicester Community Emergency Response Team shall not provide interviews, incident details, or other information to members of the media nor shall they post any interviews, incident details, or other information to social media platforms without the express approval of the Director of Emergency Management and the Office of the Town Administrator.

## **16. Policies and Procedures**

- 16.1 In order to address the needs, activities, response, and all other operations of the Leicester Community Emergency Response Team, the Director of Emergency Management shall develop, adopt, and distribute policies and procedures to all members.
- 16.2 All members of the Leicester Community Emergency Response Team shall review, acknowledge, and abide by the policies and procedures issued by the Director of Emergency Management or his/her designee.
- 16.3 Policies and procedures may be adopted, revised, amended, and rescinded at the discretion of the Director of Emergency Management and his/her designee.
  - 16.3.1 Occurrences where policies and procedures may conflict with local, state, and/or federal laws or regulations shall be brought to the attention of the Director of Emergency Management so official review of said policy and procedure can be conducted and appropriate revisions can be issued.

## Appendix A

### Code of Conduct

The Leicester CERT Program allows volunteers in the community to assist one another during times of crisis, disasters, emergencies, and non-emergency planned events. As a selected volunteer, you represent the Leicester Community Emergency Response Team and our program to potential members, the public, and to those who we render our services to. You are also representative of a dedicated program within the Leicester Division of Emergency Management. It is important to portray a positive image at all times.

All complaints of violations to this Code of Conduct or to any issued Policies and Procedures will be investigated by the Director of Emergency Management or his/her designee. During the investigation process, involved members will be temporarily suspended from all CERT activities, pending the outcomes of the investigation. Involved members will be notified as to their status with the Leicester CERT program by the Director of Emergency Management. Progressive discipline for violations may include, but is not limited to, counseling, written notice, and restriction/removal of involvement with the Leicester CERT program.

As a volunteer with the Leicester Community Emergency Response Team, you are expected to comply with the following:

- A. Dial 911 first for all emergencies.
- B. During emergencies and disasters, your first responsibility is to ensure the safety of you and your family.

- C. Understand your prescribed role at all incidents. As a CERT volunteer, you do not obtain any prescribed rights and/or authority as a Police Officer or Firefighter. You remain a trained volunteer who works as an extension to a public safety response to emergencies and disasters.
- D. You shall not respond to any incidents as a CERT member until activated and/or instructed by the Director of Emergency Management or His/her designee to incidents. All responses to emergencies and disasters within the Town of Leicester will be based upon public safety needs and directed by the Leicester Director of Emergency Management.
- E. CERT Members agree to remain within the scope of their training. Members will be training under the FEMA Community Emergency Response Team curriculum. Actions must be limited to those contained within that training and any other approved training provided by the Division of Emergency Management.
- F. CERT Members agree to limit their actions and response to the capabilities of their physical abilities and the resources available to said members. Such limitations may be determined by, but not limited to, equipment availability, physical limitations, knowledge, training, and authority.
- G. CERT Members will ensure they dress appropriately to all trainings and activations. The use of shorts, open-toed shoes and sandals, and other potentially unsafe clothing are not permitted. CERT Members will wear their issued CERT uniform at all trainings and activations to ensure they can be properly identified at all times.
- H. CERT Members shall conduct themselves with professionalism, dignity, and pride; agreeing to always act appropriately and responsibly while assisting others and representing the CERT Team in public.
- I. CERT Members shall treat fellow team members, visitors, and volunteer program participants, guests, and property with the utmost courtesy and respect.
- J. CERT Members will respect the privacy of every person they encounter and hold in confidence all sensitive, private, and personal information they may come in contact with, hold knowledge of, or be required to record and report.
- K. CERT Members shall ensure they never respond to activations under the influence of drugs and alcohol.
- L. CERT Members shall never carry concealed weapons to activations or trainings, regardless of licensing. CERT Members are only authorized to carry approved equipment as identified by the FEMA CERT Standards or approved by the CERT Program Manager.
- M. CERT Members are not authorized to use the name, emblem, logo, endorsement, services, or property of the Leicester Community Emergency Response Team or Leicester Division of Emergency Management. No CERT Members shall use any name, emblem, logo, endorsement or

otherwise for the benefit or advantage of any person. CERT Members are not permitted to use the name, emblem, logo, or otherwise to create, order, obtain, or use apparel, services, or property without the written permission of the Director of Emergency Management.

- N. CERT Members shall not accept, or seek on behalf of any other person, any money or gifts offered as a result of their affiliation with the Leicester CERT program.
- O. CERT Members shall not use their participation in the Leicester CERT program to promote any political, religious, or other views or positions at any time.
- P. CERT Members are discouraged from inappropriate conduct, both on- and off-duty, that would jeopardize the programs effectiveness such behavior includes but is not limited to the following:
  - a. Offensive or profane language or gestures.
  - b. Public criticism of any CERT team member, its leaders or town officials including law enforcement, fire and EMS personnel.
  - c. Causing, encouraging, or jeopardizing others safety, including fellow CERT team members.

**The Leicester Community Emergency Response Team is committed to a policy of fair representation and does not discriminate on the basis of race, ethnicity, age, disability, gender, color, religion, sexual orientation, geography, or group affiliation. Volunteers are expected to adhere to these same standards in the course of their duties.**

## **Appendix B**

### **Community Emergency Response Team Volunteer Application, Membership Agreement, and Release**

DRAFT



## Community Emergency Response Team Volunteer Application

IDENTITY INFORMATION			
First Name:		Middle Initial:	
Last Name:		Date of Birth:	
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Not Specified <input type="checkbox"/> Unknown			
Residential Address:			
Town Of:		State:	Zip Code:
*ULYHU*V/LFHQVH		Class:	Expiration Date:
License to Operate: <input type="checkbox"/> a passenger vehicle <input type="checkbox"/> a single commercial vehicle over 26,000 lbs. <input type="checkbox"/> a combination commercial motor vehicle over 26,000 lbs. <input type="checkbox"/> other commercial vehicles and buses Are you certified to transport hazardous materials? <input type="checkbox"/> Yes <input type="checkbox"/> No			

ACTIVATION PREFERENCES
Where are you willing to travel for activation? <input type="checkbox"/> Leicester <input type="checkbox"/> Bordering Communities <input type="checkbox"/> In-State <input type="checkbox"/> Out-of-State
In the event of a declared national emergency, would you consider volunteering to work under the authority of the Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have any other commitments that might pose a conflict in the event of an emergency? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please explain:

CONTACT INFORMATION	
Primary Email Address:	
Secondary Email Address:	
Primary Phone Number:	Extension

Phone Type:	
<input type="checkbox"/> Work Phone <input type="checkbox"/> Home Phone <input type="checkbox"/> Mobile Phone <input type="checkbox"/> TTD/TTY <input type="checkbox"/> Fax <input type="checkbox"/> SMS/Text Message	
Secondary Phone Number:	Extension
Phone Type:	
<input type="checkbox"/> Work Phone <input type="checkbox"/> Home Phone <input type="checkbox"/> Mobile Phone <input type="checkbox"/> TTD/TTY <input type="checkbox"/> Fax <input type="checkbox"/> SMS/Text Message	
<b>EMERGENCY CONTACT INFORMATION</b>	
<b>Emergency Contact #1</b>	
First Name:	Last Name:
Relationship: <input type="checkbox"/> Parent <input type="checkbox"/> Spouse <input type="checkbox"/> Domestic Partner <input type="checkbox"/> Sibling <input type="checkbox"/> Child <input type="checkbox"/> Other	
Primary Emergency Contact Number:	
Secondary Emergency Contact Number:	
<b>Emergency Contact #2</b>	
First Name:	Last Name:
Relationship: <input type="checkbox"/> Parent <input type="checkbox"/> Spouse <input type="checkbox"/> Domestic Partner <input type="checkbox"/> Sibling <input type="checkbox"/> Child <input type="checkbox"/> Other	
Primary Emergency Contact Number:	
Secondary Emergency Contact Number:	
<b>EDUCATION/OCCUPATION INFORMATION</b>	
<input type="checkbox"/> GED/High School <input type="checkbox"/> Certification              Field: <input type="checkbox"/> Associate's                Field: <input type="checkbox"/> Bachelor's                 Field: <input type="checkbox"/> Master's                     Field: <input type="checkbox"/> Ph.D.                         Field:	Additional Certifications or area(s) of expertise:
Primary Occupation:	
Regular Work Hours:	
Employers Name	Employers Phone Number
Employers address	

Leicester Community Emergency Response Team c/o Leicester Director of Emergency Management 3 Paxton St  
Leicester, MA 01524

## MEMBERSHIP AGREEMENT

I, \_\_\_\_\_, volunteer to serve as a member of the Leicester Community Emergency Response team and agree to the following terms and conditions.

1. As a condition of volunteerism with the Leicester Community Emergency Response Team, I give permission to the Leicester Division of Emergency Management and the Town of Leicester to conduct a Criminal Offender Record Information (CORI) check, under the provisions of M.G.L. c. 6 § 172(a), for the purpose of screening candidates for membership. Additionally, I acknowledge that the Leicester Division of Emergency Management and/or the Town of Leicester may check and review records for sex offender registration and previous law enforcement contact.
2. All information provided to the Leicester Division of Emergency Management, including records provided by the Department of Criminal Justice Information Service, will not be disseminated except as authorized under M.G.L. c. 6 § 172(f) or other applicable law. I understand that only authorized administrators will view the information I provide or is obtained through the CORI check.
3. Permission for the Leicester Division of Emergency Management and/or the Town of Leicester shall remain valid for 2 years from the date of my signature. I understand I have the right to revoke my consent for a CORI check at any time and may do so by providing the Director of Emergency Management with a written notice of my intent to withdraw consent.
4. I understand and agree that the Leicester Division of Emergency Management and/or the Town of Leicester may conduct subsequent CORI checks within the active consent period; however, written notice will be made to me if additional checks occur.
5. As a volunteer for the Leicester Community Emergency Response Team, I attest that I am in good health and have no medical limitations, physical limitations, or other circumstances which remain undisclosed to the Director of Emergency Management and/or CERT Program Manager. I agree to disclose all current and new limitations to the Director of Emergency Management and/or CERT Program Manager.

6. I understand that the Leicester Division of Emergency Management and/or the Town of Leicester is not obligated to provide me with any placement or opportunities as a volunteer. I also understand that I am not obligated to accept any opportunities or placements offered to me as a volunteer by the Leicester Community Emergency Response Team, Leicester Division of Emergency Management, and/or the Town of Leicester.
7. I understand that the Leicester Division of Emergency Management and/or the Town of Leicester reserves the right to revoke my membership and volunteerism with the Leicester Community Emergency Response Team at any time. I also understand that I may withdraw my application and/or membership from volunteering with the Leicester Community Emergency Response Team at any time by written notice to the Director of Emergency Management and/or CERT Program Manager.
8. I understand that volunteer positions with the Leicester Community Emergency Response Team, as a program provided by and through the Leicester Division of Emergency Management, are not considered paid employment and I agree that I hold no anticipation of compensation or consideration for employment by agreeing to and performing volunteer activities with this program.
9. As a condition of volunteerism with the Leicester CERT Program, I agree to follow all policies and procedures issued by the Director of Emergency Management and/or CERT Program Manager. I understand that violations of policies and procedures may result in discipline, up to and including revocation of my membership with the program.
10. I agree to follow the lawful instructions of senior volunteer leaders within the Leicester Community Emergency Response Team and to exercise reasonable care while participating in the CERT program. I understand that failure to follow lawful instructions of the senior leaders of the Leicester CERT program and/or staff of the Leicester Division of Emergency Management, or failure to exercise reasonable care while participating as a member of the Leicester CERT program may result in discipline, up to and including revocation
11. In addition to the policies and procedures set forth in the Leicester Community Emergency Response Team program, I agree to follow all rules and regulations of the Town of Leicester as well as all local, state, and federal laws.
12. By applying for, and participating in the Leicester CERT Program, I hereby consent to and agree to be treated by emergency medical personnel, physicians, and/or surgeons, in case of sudden illness or injury while participating in any and all activities for the program. I understand that the Town of Leicester does not provide any medical insurance and is not responsible for any costs for such treatments, and that the cost thereof will be at my own expense.

13. I understand and agree that if I respond on my own accord to assist family and others in times of need, during emergencies, disasters, or otherwise, without formal and official activation, that I am acting as a normal citizen and that I will not affiliate myself as a volunteer or member of the Leicester CERT Program or volunteer of the Town of Leicester.
14. I understand and agree that I may affiliate myself and be recognized as a member of the Leicester CERT program and/or volunteer of the Town of Leicester only when formal and official notice of activation is given by the Director of Emergency Management or his/her designee, and I agree to such assignment and activation as a member of the Leicester CERT Program.
15. I understand that activation as a member of the Leicester CERT Program is an important and vital addition to public safety response in the Town of Leicester and agree that, during my tour of duty or assignment as a member of the Leicester CERT Program, I will not desert my assignment or position without adequate notification to a CERT Neighborhood Team Leader, Program Team Leader, or the CERT Program Manager.
16. I agree not to operate any motor vehicle, motorized equipment, tools, or other materials, objects, and devices that I am not authorized to, or familiar with. I further agree to obtain authorization and approval from the Director of Emergency Management or his/her designee, CERT Program Manager, or Program Team Leader to operate and/or utilize any and all property belonging to the Leicester CERT Program, Leicester Division of Emergency Management, and/or Town of Leicester.
17. I understand that from time to time in the course of my membership with the Leicester CERT Program that I may obtain, be given access to, or be in the presence of confidential information and I agree that I will maintain this information as confidential, without prejudice, and will not disclose or otherwise release such information.
18. I understand and agree that membership within and activation of the Leicester CERT Program does not afford or provide any official authority to act as a Town of Leicester Official, Police Officer, Firefighter, Emergency Medical Service member, or other Public Safety Official.
19. I understand and agree to the following Town of Leicester policies:
- a. I understand that the Town of Leicester has a zero-tolerance policy against any type of harassment and/or discrimination and I agree to comply with this policy.
  - b. I understand that the Town of Leicester has a zero-tolerance policy against any type of violence, threat or intimidation, implied or actual, in the workplace, and I agree to comply with this policy.

- c. I understand that the Town of Leicester has a zero-tolerance policy against any use of, or being under the influence of, illegal drugs or alcohol in the workplace and/or while performing any duties and I agree to comply with this policy.
- d. I understand that the Town of Leicester has a zero-tolerance policy against the carrying of and/or use of weapons and firearms by individuals, other than active members of the Town Leicester Police Department and it's Reserves I agree to comply with this policy while executing my duties, responsibilities, and assignments as a member of the Leicester CERT Program.
20. I understand and agree that the Town of Leicester is not responsible for the loss or damage to my personal property and/or personal vehicle while I am performing any functions, responsibilities, assignments, or otherwise as a member of the Leicester CERT Program.
21. I grant permission to and agree to allow the Town of Leicester, the Leicester Director of Emergency Management, and the Leicester Community Emergency Response Team to take, reproduce, and publicize pictures, images, videos, and/or news articles pertaining to my services to, or interest in the Leicester CERT Program.
22. I understand and agree that all media relations activities shall be coordinated through the Director of Emergency Management in coordination with the Town Administrator's office to make public statements on behalf of the Town of Leicester or the Leicester Community Emergency Response Team Program
23. I agree to treat all citizens I come in contact with, speak to, or interact, with respect, patience, integrity, courtesy, and dignity. I will not write, speak, or make any comments containing profanity, humiliating information, ridicule, threats, or degrading remarks.
24. FOR CURRENT TOWN EMPLOYEES: I understand and agree that my role as a Town employee shall be first priority during Town of Leicester emergencies and/or disasters, and that my activation by and through the Leicester CERT Program may be dependent on my current work schedule and responsibilities. I understand that if I am activated and respond during hours of my scheduled Town of Leicester employment, I will be required to use my vacation or personal leave in accordance with Town of Leicester policy. If no such leave is available, I understand that Town of Leicester policy requires me to use unpaid leave for such activation and approval of unpaid leave shall follow Town of Leicester policy, department policy, and/or current Collective Bargaining Agreements if applicable.
25. FOR CURRENT TOWN EMPLOYEES: If I am a current Town of Leicester employee, I understand and agree that work performed as a member of the Leicester CERT Program is on a

voluntary basis, outside of my regular job classification and responsibilities, and I am not eligible for compensation for any and all work performed.

### ***MEMBERSHIP AGREEMENT ACKNOWLEDGMENT***

**I agree to the terms and conditions, as written, in this Membership Agreement. Furthermore, I understand and agree to follow all requirements stated in this agreement. In addition to these terms and conditions, I agree to have the Leicester Director of Emergency Management conduct a CORI check and I agree to indemnify and hold harmless the person(s) to whom this request is presented and its agents and employees from and against all claims damages, losses and expenses including reasonable attorney fees arising out of or by reason of complying with this request. I further agree and verify by my signature that any and all information provided by me, through completing a membership application and membership agreement, is complete, truthful, accurate and valid to the best of my knowledge.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*WITNESS*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Organization

Leicester Community Emergency Response Team c/o Leicester Director of Emergency Management 3 Paxton St  
Leicester, MA 01524

## Release and Waiver of Liability

THIS RELEASE AND WAIVER OF LIABILITY (this release) is executed by

\_\_\_\_\_, on their own behalf (or as a parent or guardian of, if applicable) and on behalf of their heirs, executors, administrators, legal representatives (including parents or guardians if applicable) successors and assigns (collectively the Releasor, I or Me) in favor of the Town of Leicester, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, and the Releasees (as defined below).

Releasor hereby freely, voluntarily, and without duress executes this Release under the following terms:

As the Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in the Leicester Community Emergency Response Team Program (Leicester CERT Team). As the Releasor, I understand that the Town of Leicester does not require me to participate in this activity, but I choose to do so despite the possible dangers and risks and despite this Release. With informed consent, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with participating in the Leicester CERT Program, and I hereby release and forever discharge and agree to hold harmless the Town of Leicester and all of its affiliates, divisions, departments and other units, committees and groups, and its and their respective governing boards, officers, directors, principals, trustees, donors, representatives, members, owners, employees, volunteers, agents, administrators, assigns, and contractors (collectively Releasees) from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the Leicester CERT Program, including any injury or harm to me, my death, or damage to my property.

As the Releasor, I recognize that this Release means I am giving up, among other things, all rights to take legal action against any of the Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives (including parents or guardians, if applicable), successors and assigns, as well as myself.

I also affirm that I have adequate medical and motor vehicle insurance to cover any medical assistance I may require. I agree not to participate in the Leicester CERT Program unless I am physically and medically able, and I agree to abide by the decision of the Town of Leicester and its agents regarding whether I may



participate in the Leicester CERT Program. I agree that this Release shall be governed for all purposes by Massachusetts law, without regard to any choice of law provisions.

In case any one or more provisions or parts of a provision contained in this Release are, for any reason, held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or part of a provision of this Release or any other jurisdiction, but this Release will be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein or therein and such provision or part will be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

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### ***RELEASE AND WAIVER OF LIABILITY ACKNOWLEDGMENT***

**By signing or otherwise agreeing to this Release, I am acknowledging that I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the release. With such knowledge, I hereby expressly and specifically assume all risk of injury or harm, including any risk of bodily or personal injury, illness, death or damage to property, arising out of or related to the Leicester CERT Program.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Witness

\_\_\_\_\_  
Organization

DRAFT

## 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



## Chris Vitale

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**From:** Michael Dupuis <mdupuis@leicesterfireems.org>  
**Sent:** Monday, November 7, 2022 10:53 AM  
**To:** Chris Vitale  
**Subject:** Re: new recruit hires

Hi, Chris, Be advised that Michael Dyson [REDACTED] has informed me that he is unable to make tonight's meeting due to a schedule conflict that just came up. I informed him that we would reschedule to a future Selectboard meeting.

Mike

On Tue, Nov 1, 2022 at 9:25 AM Chris Vitale <[Vitalec@leicesterma.org](mailto:Vitalec@leicesterma.org)> wrote:

Thanks Chief!

Sincerely,

**Chris Vitale** | Assistant Town Administrator

Town of Leicester, MA

3 Washburn Square

Leicester, MA 01524

[vitalec@leicesterma.org](mailto:vitalec@leicesterma.org)

508-892-7000 ext. 102



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**From:** Michael Dupuis <[mdupuis@leicesterfireems.org](mailto:mdupuis@leicesterfireems.org)>  
**Sent:** Tuesday, November 1, 2022 9:13 AM

**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)



Town of Leicester, Massachusetts

# Special Town Meeting Warrant

Special Town Meeting – January 10, 2023 – 7:00PM

“In the Hands of the Voters”

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

Published 11/21/2022

## **SPECIAL MESSAGE FROM THE MODERATOR COVID-19 PRECAUTIONS**

Extensive efforts on the part of multiple members of the Leicester Town staff have been made to create a safe environment with effective social distances. To that end, I will be enforcing the following rules for attendance, per my authority under MA General Laws.

1. Per Leicester Town By-Laws, Town Meeting is open only to registered voters. No one who is not a registered voter in the Town of Leicester will be admitted to the meeting. The exceptions are non-resident department heads, the press, and those employed as legal representatives of persons with business on the warrant.
2. While the Governor's COVID Order No. 31 has been rescinded, attendees are encouraged to take whatever precautions they feel necessary to feel comfortable attending Town Meeting.
3. There will be an ample supply of hand sanitizer available at the meeting. Please use as needed.
4. Please arrive early. Check in will be slowed by the requirements of social distancing and to allow checkers working under challenging circumstances to process voters as efficiently as possible.



## Town Rules & Procedures Review

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

As members of the town meeting, voters have the right, if they so choose, to present opinions and to ask questions through the moderator in relation to the motion under discussion, and only to the motion under discussion.

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

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

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

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

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

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

Respectfully,

***Doug Belanger*** - Town Moderator

WORCESTER, SS.  
To a Constable in the Town of Leicester,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Leicester qualified to vote in Town Elections and Town Affairs to meet at the Town Hall Gymnasium, 3 Washburn Square, Leicester, MA 01524 on Tuesday, the tenth day of January, 2023 at 7:00 PM, then and there to act on the following articles, namely:

**ARTICLE 1 AMEND THE REVOLVING FUND BYLAW**

To see if the Town will vote to amend the revolving fund bylaw, as listed in the Town Meeting warrant, or take any action thereon.

**PROPOSED MOTION**

*I move the Town vote to amend the Town's revolving fund bylaw, as follows:*

To amend Columns A and C of the Former Becker Property Revolving Fund, with the annual fund retention limit set at \$500,000.00, as follows:

<b>A RevolvingFund</b>	<b>B Department, Board, Committee, Agency or OfficerAuthorized to Spend from Fund</b>	<b>C Fees, Charges or Other Receipts Credited to Fund</b>	<b>D Program or Activity Expenses Payable fromFund</b>	<b>E Restrictions or Conditions on Expenses Payable from Fund</b>	<b>F Other Requirements/ Reports</b>	<b>G Fiscal Years</b>
Leicester Schools Campus Use	Select Board/Town Administrator	All fees' charges or other receipts collected from the use of the former campus property; and any other funds collected from programs or activities for the use of the property.	All costs associated with the operation of the former Becker property, including utilities, maintenance, repairs, groundskeeping, and any and all other associated costs	None	None	Fiscal Year 2022 and subsequent years

**ADVISORY COMMITTEE RECOMMENDATION**

**SELECT BOARD RECOMMENDATION**

**DESCRIPTION**

This article requests amendments to the revolving fund bylaw for the following purposes to adjust of the language of the Former Becker Property Use fund. It is renamed, and allows all fees collected from uses and events at the former campus to be placed in the fund. However, language involving gifts or donations are removed, as they cannot be placed in a revolving fund according to M.G.L. c. 44, § 53E ½ (a gift account could be set up through M.G.L. c. 44, § 53A). Additionally, rental and lease payments are also removed, as MGL requires such payments treated as general fund revenue.

VOTE REQUIRED FOR PASSAGE - Requires a simple majority vote per M.G.L. c. 44, § 53E ½

**ARTICLE 2 AMEND THE ZONING BYLAW IN RELATION TO MARIJUANA TO MATCH CCC. REGULATIONS.**

To see if the Town will vote to amend Sections 1.3 (Definitions), and Section 3.2.03 of the Zoning Bylaws as annotated below:

Marijuana Establishments 7/29/2021

- A.** Amend Section 1.3 (Definitions), by inserting new definitions and amending existing definitions, as follows (new texts are underlined, text to be deleted is notated):

**MARIJUANA COURIER:** an entity licensed to deliver Finished Marijuana Products, Marijuana Accessories and Branded Goods directly to Consumers from a Marijuana Retailer, or directly to Registered Qualifying Patients or Caregivers from a Medical Marijuana Treatment Center but is not authorized to sell Marijuana or Marijuana Products directly to Consumers, Registered Qualifying Patients or Caregivers and is not authorized to Wholesale, Warehouse, Process, Repackage, or White Label. A Marijuana Courier is an additional license type under G.L. c. 94G, § 4(b)(1) that allows for limited delivery of marijuana or marijuana products to consumers; and shall not be considered to be a Marijuana Retailer under 935 CMR 500.002: Definitions or 935 CMR 500.050: Marijuana Establishments and shall be subject to 935 CMR 500.050(1)(b): Control Limitations.

**MARIJUANA DELIVERY LICENSEE:** either a Marijuana Courier or a Marijuana Delivery Operator that is authorized to deliver marijuana and marijuana products directly to consumers and as permitted, Marijuana Couriers to patients and caregivers

**MARIJUANA DELIVERY OPERATOR or:** an entity licensed to purchase at Wholesale and Warehouse Finished Marijuana Products acquired from a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative, and White Label, sell and deliver Finished Marijuana Products, Marijuana Accessories and Marijuana Branded Goods directly to Consumers, but is not authorized to Repackage Marijuana or Marijuana Products or operate a storefront under this license. A Delivery Operator is an additional license type under G.L. c. 94G, § 4(b)(1) that allows for limited delivery of Marijuana or Marijuana Products to Consumers; and shall not be considered to be a Marijuana Retailer under 935 CMR 500.002: Definitions or 935 CMR 500.050: Marijuana Establishments and shall be subject to 935 CMR 500.050(1)(b): Control Limitations.

**MARIJUANA ESTABLISHMENT:** a licensed Marijuana Cultivator, Marijuana Testing Facility, Marijuana Product Manufacturer, Marijuana Retailer, Marijuana Transporter, Delivery Licensee or any other type of licensed marijuana-related business or businesses at a single location except a medical marijuana treatment center.

**MARIJUANA ESTABLISHMENT, NON-RETAIL:** a marijuana establishment that does not involve on-site retail sales to consumers, including Marijuana Cultivators, Marijuana Product Manufacturers that only sell to Marijuana Establishments but not consumers, Marijuana Testing Facilities, and Marijuana Transportation or Distribution Facilities. Not to include Marijuana Outdoor Cultivator. *[amended ATM 6/2/2020]*

***Remove - MARIJUANA RETAILER, CONSUMER SALES ONLY: a marijuana establishment that involves on-site retail sales to consumers by Marijuana Courier, excluding Marijuana Social Consumption Operators.***

**B.** Amend Section 3.2.03, by inserting new use #23 (and renumbering later uses), as follows:

3.2.03 BUSINESS		SA	R1	R2	B	CB	I	BI-A	HB-1 & HB-2
23.	Marijuana Delivery Operator	N	N	N	Y	SP	SP	SP	Y

PROPOSED MOTION

***Move that the article be accepted as written.***

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

These amendments, which define and zone marijuana delivery operators, are recommended based on comments made by the Attorney General's Office regarding Article 16 of the October 26, 2021, Town Meeting, which became obsolete after the CCC updated its regulations regarding delivery operations on January 8, 2022. These recommended changes put the bylaw in harmony with the updated CCC definitions and regulations.

VOTE REQUIRED FOR PASSAGE Requires 2/3<sup>rd</sup>s majority vote M.G.L. c. 40A, § 5

**ARTICLE 3 STREET ACCEPTANCE – VIRGINIA DRIVE**

To see if the Town will vote to accept as a public way the street known as Virginia Drive as laid out by the Select Board and further authorize the Select Board, in the name and behalf of the Town, to acquire by gift, easements, and appurtenant rights in and for said ways for the purpose for which public ways are used in the Town, or take any other action relating thereto

PROPOSED MOTION

***Move that the article be accepted as written.***

ADVISORY COMMITTEE RECOMMENDATION – Favorable Action, based on a favorable action by the Street Conversion Committee. (7-0-0) Unanimous approval was received, with the caveat; pending approval by the street conversion committee.

SELECT BOARD RECOMMENDATION - Recommendation to be made at Town Meeting. (5-0-0)

DESCRIPTION

This article seeks to have a portion of Virginia Drive to be accepted as a public way, which will allow the Town to service it as such and qualify for additional Chapter 90 aid. The developer has made all the improvements required by the Street Acceptance Committee.

VOTE REQUIRED FOR PASSAGE Requires 2/3<sup>rd</sup>s majority vote under M.G.L. c. 40, §§ 4, 14.

#### **ARTICLE 4 AMEND THE ZONING BYLAW IN RELATION TO THE ADAPTIVE REUSE OVERLAY DISTRICT**

To see if the Town will vote to amend Section 5.10. of the Leicester Zoning Bylaws as annotated below (New text is underlines, text to be removed is notated, changes in capitalization are merely listed):

##### **5.10. Adaptive Reuse Overlay District (AROD).**

***[Amended ATM 5/5/2008 and ATM 6/2/2020]***

###### **A. The purpose of the Adaptive Reuse Overlay District (AROD) is to:**

- (1) Provide specific regulations allowing for the reuse of municipal, religious, and historic buildings and mill buildings in a way that promotes public health, safety and welfare and is in keeping with the adjacent character of the neighborhood.
- (2) Provide regulatory flexibility and intensification of use in municipal, religious, and historic buildings and mill buildings to prevent disinvestment or deterioration of buildings that have become obsolete for their original purposes.
- (3) Allow for the reuse of municipal, religious, and historic buildings and mill buildings as a means to increase the town's overall tax base, create employment opportunities and ensure efficient use of municipal services so as to not create a burden on these services.
- (4) Encourage the adaptive reuse of historic buildings where such reuse would more effectively promote, preserve, and enhance the architectural character of the surrounding neighborhood than would the redevelopment of the site following the demolition of these landmark structures.

###### **B. Eligibility for Conversion**

The following shall be eligible for conversion to those uses listed in Section D of this bylaw:

- (1) A municipal building located in any zoning district constructed more than sixty (60) years ago. Remove if it was used for not less than fifteen (15) years for municipal use.
- (2) Any existing structure having not less than 10,000 square feet constructed more than sixty (60) years ago and historically part of a mill complex.
- (3) Any existing structure used for one or more of the following religious uses for not less than fifteen (15) years for religious use: churches, convents, schools, rectories, and parish halls.
- (4) Any existing structure of not less than 5,000 gross square feet constructed more than sixty (60) years ago and located within Leicester's Architectural Conservation District.

###### **C. Scope of Authority**

The AROD is superimposed over all the underlying zoning districts in the Town. Except as specified in this Section 5.10, the provisions of the underlying zoning districts shall remain in effect. The regulations

of this overlay district shall govern reuse, reconstruction or expansion of those buildings eligible for conversion as described in Subsection B above. The Special Permit Granting Authority for an Adaptive Reuse Development (ARD) under this section shall be the Planning Board. ~~ARDs~~ **Remove: Adaptive Reuse Developments** which utilize any of the provisions of this Section 5.10 relative to use, parking, and/or dimensional controls shall require a ~~Special Permit~~ from the Planning Board. Applicants for Special Permits under this section shall submit plans in compliance with the Leicester Planning Board Rules & Regulations for Special Permit Applications.

#### **D. Uses Permitted**

##### **(1) Uses allowed by -right**

The following uses ~~are~~ **Remove: be** allowed by-right:

- a)** Any uses permitted by - right in the underlying zoning district in which the structure is located.
- b)** Conversion of former municipal buildings to private medical or professional offices.

##### **(2) Uses allowed by Special Permit**

The following uses are allowed by ~~Special Permit~~ and subject to ~~Site Plan Review~~:

- a)** Senior Village Development residential uses, Adult Day Care ~~Facilities~~ **Remove: Facilities**, and Senior Village Community Centers as defined under Section 5.7.03
- b)** Multi-family
- c)** Professional or administrative offices
- d)** Community recreational center or personal training centers
- e)** Medical Clinic, Dental Office, Veterinarian Office, and Ancillary Offices and Facilities
- f)** Community center or conference center with meeting rooms
- g)** Studios for art, drama, speech, dance, or music
- h)** Retail
- i)** Indoor commercial recreation or health club
- j)** Research and Development uses including ancillary office use and electronic and computer laboratories, but not including ancillary manufacturing, assembly, sale or resale or storage for sale or resale of any goods, items, or material
- k)** Mixed-Use Development, Vertical Mix
- l)** Mixed-Use Development, Horizontal Mix
- m)** Brewery, Distillery, Winery

n) Brew Pub

o) Makerspace

Add: (p) Restaurant

Add: (q) Bed and Breakfast

(3) Multiple or Mixed Uses: Any combination of uses allowed by -right in **Add: Section D.(1)**, and uses allowed by **Sspecial Ppermit in Add: Section D.(2)**, may be allowed provided they are compatible with each other and maintain the public health, safety and welfare of the community.

(4) Uses required by MGL c400A, Section 3, such as public and private non-profit religious and educational institutions are allowed in the AROD by- right subject to Site Plan Review.

#### **E. Parking Requirements**

(1) For all new buildings and structures and for reuse or substantial restoration of existing buildings or structures within the **AROD Remove: Adaptive Reuse Overlay District**, the parking requirement of Section 5.1 of the Zoning Bylaw shall apply.

(2) The Planning Board shall be authorized to modify parking, loading requirements, dimensional requirements for off-street parking and loading areas; layout requirements and the number of required spaces in conjunction with the grant of a **Sspecial Ppermit** pursuant to this Section 5.10. This provision shall only apply to uses in the **AROD Remove: Adaptive Reuse Overlay District** which are located in buildings or structures in existence as of the date of the adoption of this Section of the **Leicester** Zoning Bylaw. In determining the appropriate reduction, the Planning Board may give consideration to the hours of operation and/or usage of the proposed uses within the development, the opinions of merchants, residents and municipal officials as to the adequacy or inadequacy of parking spaces within the surrounding area, as well as other relevant information. The decrease in number of required spaces shall not create undue congestion, traffic hazards, or a substantial detriment to the neighborhood, and shall not derogate the intent and purpose of this **bBylaw**.

#### **F. Dimensional and Other Requirements**

(1) The Planning Board, by Special Permit, shall have the authority to waive or modify dimensional controls set forth in Section 4 of the Zoning Bylaw.

(2) The Site Development Standards for the underlying district are applicable. Where the underlying district does not have Site Development Standards, the standards for the Business (B) District shall apply. The **Planning** Board, through the ARD **Sspecial Ppermit**, may allow for modifications of Site Development Standards where not feasible due to existing site constraints.

(3) For multi-family projects, the maximum number of dwelling units shall be established by the Planning Board after reviewing the following criteria:

a) Existing structures

b) Proposed method and efficacy of stormwater disposal

c) Availability of water and sewer

d) Trip generation, traffic safety and internal site traffic

e) Character of the proposed **ARDP** and its relation to the surrounding neighborhood(s)

f) Character of the existing buildings and the potential for reuse thereof

**g) Applicability of the Water Resource Protection Overlay District**

**h) Reports of the technical consultants of the Planning Board and all other reviewing boards**

**(4)** Existing Buildings may be expanded provided that such expansion is consistent with the building's historic character and scale and does not cause substantial detriment. Additions shall only be constructed on the side and/or rear of any historic building.

**(5)** New Buildings may be constructed on the ARD site provided that the number, type, scale, architectural scale, and uses within such new buildings shall be subject to Planning Board approval. For all new structures or buildings, the dimensional requirements of the underlying zoning district shall apply and, if applicable, to the extent that the dimensional requirements vary depending **Remove: dependent** upon the use of the building, the pre- dominant use based upon gross floor area utilized shall govern.

**(6)** All proposed signs shall comply with Section 3.2.07 of the Zoning Bylaw, except that if the building and land on which situated are located in a single family district (SA, R1, R2), the Planning Board may permit a sign of no larger than 10 square feet which identifies only the building and its occupants.

(7) Proposed projects are encouraged to provide shared parking, bicycle and pedestrian accommodations, Low Impact Development and Best Management Practices as it pertains to Stormwater Management, consolidation of curbs cuts and driveways, and pervious surfaces/green space as much as may be practicable while also retaining the historic character of the site.

**G. Standards for Approval**

**(1)** As a condition of any Special **P**ermit for ~~the~~ an **ARD** **Remove: Adaptive Reuse Project** that proposes 10 or more multi-family dwelling units, a minimum of ten (10%) of the total number of dwelling units shall be required, in perpetuity, to be restricted to persons qualifying as moderate income in accordance with the Massachusetts Department of Housing and Community Development definitions of low and moderate incomes. This affordability requirement is recommended but not required for live-work spaces associated with makerspaces.

**(2)** The proposed project preserves or enhances the historic significance of existing buildings on or eligible to be on the State or National Register of Historic Places and, where applicable, the eligibility of the same for listing on the State or National Register of Historic Places as an individual property or a contributing property to an area.

**(3)** Any expansion of existing buildings on or eligible to be on the State or National Register of Historic Places is consistent with the U.S. Secretary of the Interior's Standards for Rehabilitation, as determined by the Leicester Historical Commission.

**(4)** The project shall have sufficient local infrastructure to accommodate the proposed development.

**(5)** The proposed ARD does not cause substantial detriment to the neighborhood after considering the following potential consequences

**a)** noise, during the construction and operational phases,

**b)** pedestrian and vehicular traffic,

**c)** environmental harm,

**d)** visual impact caused by the character and scale of the proposed structure(s)., and

The Planning Board **Remove: SPGA** may attach such additional conditions and limitations to a Special Permit granted under this Section as may be necessary to protect the neighborhood surrounding the property, and as may be necessary to encourage the most appropriate use of the land and building to be converted.

PROPOSED MOTION

*Move that the article be accepted as written.*



ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The amendments to the Adaptive Reuse Bylaw are designed to increase the potential uses of large historic buildings within the town, while allow for controls to be put in place through the special permit process. These changes are requested specifically to allow greater options in repurposing the buildings on the former Becker Campus which have been deemed surplus to the needs of the Town, but they apply to other Town owned buildings, such as the former Memorial and Middle schools.

VOTE REQUIRED FOR PASSAGE Requires simple majority vote

**ARTICLE 5 PETITION TO EXTEND POLICE CHIEF'S SERVICE TO THE TOWN**

To see if the Town will vote to authorize the Select Board to petition the General Court to adopt a special act, as set forth below, to allow Kenneth M. Antanavica to continue to serve in the Position of Police Chief until April 30, 2025, provided, however, that the General Court may make administrative or editorial changes of form only to the bill, unless the Select Board approves amendments thereto before enactment by the General Court, which amendment shall be within the public purpose of said petition;

Be it enacted by the Senate and House of Representatives in General Court assembled, and by authority of the same as follows;

Section 1. Notwithstanding any general or special law to the contrary, Kenneth M. Antanavica, Police Chief of the Town of Leicester, may continue to serve in the position of Police Chief until April 30, 2025, until the date of his retirement; provided, however, that he is mentally and physically capable of performing the duties of his office. No further deductions shall be made from the regular compensation of Kenneth M. Antanavica under Chapter 32 of the General Laws for any service subsequent to April 30, 2025, and upon retirement, he shall receive a superannuation retirement allowance equal to that which he would have been entitled had he retired on that date.

Section 2. This act shall take effect upon its passage.

PROPOSED MOTION

***Move the article be accepted as written***

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per MGL

**TOWN OF LEICESTER**  
**SPECIAL TOWN MEETING**  
**January 10, 2023**

And you are hereby directed to serve this Annual Town Meeting Warrant by posting an attested copy in at least one public place in each precinct of the Town, on the Town Clerk's bulletin board, and on the bulletin board in the front entry of the Town Hall, and also by serving a copy of said Warrant to the Moderator and the Town Clerk, not less than fourteen (14) days before the \_\_\_\_day of \_\_\_\_2022.

***Given under our hand and seal of the Town on this \_\_\_\_day of \_\_\_\_ 2022***

Respectfully submitted, Leicester Select Board

\_\_\_\_\_  
Chair

\_\_\_\_\_

\_\_\_\_\_

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

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

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

and on the Town Clerk's bulletin board, in the front entry of the Town Hall, with the Moderator, and with the Town Clerk, not less than fourteen (14) days before the \_\_\_\_day of \_\_\_\_2022.

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

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

# TOWN OF LEICESTER

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**DATE: NOVEMBER 21, 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: Evergreen Lawn Maintenance Landscape Corp

Contractor Address: 66A King Street

Leicester, MA 01524

Telephone Number: 508-259-5279

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

Contact Name: Marc Ayotte

Contact Email: [maevergreenllt@gmail.com](mailto:maevergreenllt@gmail.com)

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

Furnishing of all the materials/equipment to perform all labor necessary for snow plowing parking areas, sidewalks and salting of roadways on the properties known as the former Becker Campus in Leicester, MA. Said work is to be the following:

**Snowfall under one inch:**

- 1.) Clean walkways (if more than a dusting), keep roads clear. If weather will be warm over next several days, di-ice prevention at appropriate times. If weather will be below freezing over the next several days, de-ice/slip prevention immediately and as necessary over the following days.
- 2.) Town will notify contractor of icing conditions
- 3.) De-icing/slip prevention for driveways. Salt to be used on roads.

**Snowfall over one inch:**

- 1.) Roadways are to be kept drivable throughout (except during blizzard; defined as over 18 inches in 24 hours.
- 2.) Parking lots are to be kept passable throughout, meaning three inches or less accumulation from door to street (except during blizzard).
- 3.) Parking lots and roads to be clear by 6:00 am unless major snowstorm continues after 5:00 am, in which case will be completed in a reasonable time after snow stops accumulating.
- 4.) Parking lots de-ice/slip prevention as needed whether the cause is snowfall, changing conditions, or ice storm.
- 5.) Sidewalks to be cleared.
- 6.) Salting of roads, parking lots and walkways as needed.

All material is to be guaranteed as specified and the above work to be performed in accordance with discussions had with the Superintendent or his designee. All work to be completed in a substantial workmanlike manner.

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

Sixty-Four Thousand Dollars (\$64,000) per year for three years (FY 2023, FY 2024, FY 2025)

3. Payment will be made as follows:

3.1 Progress Payments Contract – The Town will pay on an equalized monthly bill of \$12,800 for five months beginning in December of 2022 with the last payment due in April of the following year for work being done from November through March of each plowing season. Hourly rate charges will apply for any storm taking place before November or after March of each season.

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 \$64,000 per year 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. **(This Section N/A)**

4. Security

4.1 In the event the contract price exceeds the sum of \$0.00, the Contractor must provide security in the form of a 50% payment bond or otherwise, conditioned upon the faithful performance of this Contract. **(This Section N/A)**

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, 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.

#### 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, it's 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:

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Print Name & Title



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 21, 2022

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

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

**Leicester High School property**

- Bid for cameras has been completed and advertised in the Central Register, on CommBuys and locally, with a due date of 12/14/22. DG
- Bids for the gym floor were received on 11/16/22. Apparent low bid was \$23,460. The firm appears to be well experienced with good references. Checks were being done on 11/17/22. DG
- Met with representative of Architect address the air flow code issue at Borger. Awaiting report, but there is likely more work needed than anticipated. DG
- Got a quote to remove a tree growing from under the Vet Clinic. The tree will be removed within a few weeks. Will have to chemically remove the stump. DG
- Worked with Evergreen Landscaping to secure a contract for snow removal on the High School Property, which is recommended at a fixed rate of \$64,000 per year for three years. They are also doing a fall clean up of the entire property for \$7,500. DG
- Received the preliminary plans for the permanent wall at the High School game room. Working with the contractor for implementation. DG

**Citizen Issues**

- Answered questions from resident with regards to polling hours on election day. MC

**Financial/Budgetary**

- Provided Select Board with CDBG-eligible activities overview that was requested at the 11/7 meeting. CV
- Submitted three Community Compact grant applications to support online permitting implementation, a town center vision planning project, and ADA assessment and planning project. CV
- Continued work on a revised budget book to show budget actuals. CV
- Met with department heads to review upcoming capital project request submissions. CV

**Human Resources**

- Completed onboarding for new DIS Department Assistant and Public Health Nurse. CV
- Actively coordinating onboarding for new Police Department Assistant. CV
- Provided Select Board with the contact information for new Facilities Director (follow-up from 11/7 Select Board meeting). CV
- Coordinated with departments on four active VFIS claims. CV, MC, DG
- Interviewed two candidates for the Grant Manager position opening. Reference checks ongoing, with appointment recommendation expected on the 12/05/22 Board meeting. CV, DG
- Commenced recruitment for the Buildings and Grounds Manager and Highway Truck Driver/Laborer



positions. Interviews to be held over the next two weeks. DG, CV

- Worked with Fire Chief and Interim EMS Director on former employee complaint. DG

**Misc.**

- Met with Vice Chair of Bark Park Committee to assist with committee procedural questions. CV
- Cooked and served at the Senior Veteran's Breakfast. DG
- Held a department Head Meeting to discuss TA goals, set schedule for future meetings, and discuss budget and capital. DG, CV, MC
- Got three quotes on repairs the roof of the building at Memorial Field. After narrowing the field to the low bidder, we decided to remove the shingles completely for a better look. Total project cost to be \$9,850. Project work to start this weekend. DG
- Working with owners of the new warehouse on Huntoon and our state representatives to expedite the provision of electrical power to the building. Currently National Grid is saying that it will be 18 months to do a study. DG
- Requested that Mass DOT impose a weight limit on the Auburn Street Bridge. Awaiting response. DG



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 17, 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**

- The second Economic Development Committee (EDC) meeting was held on November 15<sup>th</sup>, 2022. The committee members voted a new Chair, Vice Chair and Secretary.
- The EDC signed a Letter of Thanks for Mr. Kachadoorian of Everlast Nursery for cleaning the flower bed around the Welcome to Leicester sign.
- The EDC reviewed the CRMPC 2021 Economic Development Plan. Action items and short-term goals were established by the committee.
- The next EDC meeting will be 11/29/2022. Beginning next month, the EDC plans to meet the last Thursday of each month.

**Economic Development/General Business**

- 2023 license renewal information has been returned and are being processed by the office.
- New Business Applications:
  - Iglesia Pentecostal Trompeta De Dios (Church) (521-2 Stafford St.)
- Submitted Community Compact Grant for online permitting software.
- Working with the Town Clerk's Office to update the DBA (Business Certificate) form.
- Working with DIS to establish a list of active projects under consideration by the Planning Board. This list will be updated regularly.