



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

**ORGANIZATION:** Select Board

**MEETING:** X

**PUBLIC HEARING:**

**DATE:** December 12, 2022

**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/364032797>  
(571) 317-3122; Access Code: 364-032-797

### CALL TO ORDER/OPENING VETERANS POEM

#### 1. EXECUTIVE SESSION

- a. To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel pursuant to M.G.L. c. 30A, §21(a)(2), (7) and Public Records Law, G.L. c. 4, s. 7(26), and to discuss privileged written legal opinion pursuant to Suffolk Construction v. DCAM, 449 Mass. 444 (2007) – Police Chief;
- b. To discuss strategy with respect to collective bargaining pursuant to M.G.L. c. 30A, §21(a)(3), (7) and Public Records Law, G.L. c. 4, s. 7(26), to discuss privileged written legal opinion pursuant to Suffolk Construction v. DCAM, 449 Mass. 444 (2007) - Police Department & Police Supervisor's Union;
- c. To consider the purchase, exchange, lease, or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. pursuant to M.G.L. c. 30A, §21(a)(6),(7) and Public Records Law, G.L. c. 4, s. 7(26), to discuss privileged written legal opinion pursuant to Suffolk Construction v. DCAM, 449 Mass. 444 (2007) – Campus Property Disposition.
- d. Meeting with Town Counsel with respect to potential litigation with the Leicester Water Supply District regarding maintenance of fire hydrants pursuant to M.G.L. c. 30A, §21(a)(3), (7) and Public Records Law, G.L. c. 4, s. 7(26), to discuss privileged written legal opinion pursuant to Suffolk Construction v. DCAM, 449 Mass. 444 (2007).

#### 2. SCHEDULED ITEMS

#### 3. PUBLIC COMMENT PERIOD

#### 4. CIVIC ANNOUNCEMENTS

- a. Town Hall Closed Monday, December 26<sup>th</sup>, 2022 (Christmas)
- b. Town Hall Closed Monday, January 2<sup>nd</sup>, 2022 (New Year's Day)

**5. RESIGNATIONS & APPOINTMENTS**

- a. Truck Driver/Laborer (withdrew application)
- b. Christopher Harrington - Full Time Paramedic
- c. James Whittemore - Per Diem EMT
- d. Blake Lentine – Per Diem EMT

**6. OTHER BUSINESS**

- a. Special Town Meeting Recommendations; Signing of the warrant
- b. Approve Police Chief Contract Extension
- c. Approve FY23 Community Compact Efficiency & Regionalization Grant Contract – Online Permitting
- d. 2022 License Renewals (Cont.)
- e. Alcohol Certification 2023
- f. Accept LPD Donation
- g. Accept Linda Colby Donation (Town Common sign)
- h. Expand FBAC from one member of the public to two
- i. Becker key discussion
- j. Electricity contract – Constellation New Energy

**7. MINUTES**

- a. November 1, 2022
- b. November 7, 2022
- c. November 21, 2022

**8. REPORTS**

- a. Student Liaison Reports
- b. Select Board Reports

RECEIVED  
2022 DEC 12 PM 4:59  
TOWN CLERK'S OFFICE  
LEICESTER, MASS.

**ADJOURN**

# Memo



**To:** Leicester Selectboard  
**From:** Brian D. Kelley, Interim EMS Director  
**Date:** December 8, 2022  
**Re:** Paramedic and EMT Appointments

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On December 6<sup>th</sup> and December 8<sup>th</sup>, several Leicester EMS Supervisors and I interviewed a series of candidates for both Full-Time and Per-Diem employment at Leicester EMS. As a result, the supervisors and I recommend the following individuals for appointment to Leicester EMS:

- Christopher Harrington, Full-Time Paramedic
- James Whittemore, Per-Diem EMT
- Blake Lentine, Per-Diem EMT

Unfortunately, due to being on-duty at my full-time job, I will not be able to attend the appointment in person but will make every effort to log-in remotely. Lt Colleen Plante will be in attendance in person in the event that I am unavailable to remote it.



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

Version 2 - Published 11/22/2022

## **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 relative thereto.

**PROPOSED MOTION**

***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<br/>RevolvingFund</b>      | <b>B<br/>Department, Board,<br/>Committee, Agency or<br/>OfficerAuthorized to<br/>Spend from Fund</b> | <b>C<br/>Fees, Charges or<br/>Other Receipts<br/>Credited to Fund</b>   | <b>D<br/>Program or<br/>Activity<br/>Expenses<br/>Payable<br/>fromFund</b>  | <b>E<br/>Restrictions or<br/>Conditions on<br/>Expenses<br/>Payable from<br/>Fund</b> | <b>F<br/>Other<br/>Requirements/<br/>Reports</b> | <b>G<br/>Fiscal<br/>Years</b>                  |
|---------------------------------|---|---|---|---|--|--|
| Leicester Schools<br>Campus Use | Select Board/Town<br>Administrator  | All fees' charges<br>or other receipts<br>collected from<br>the use of the<br>former campus<br>property; and any<br>other funds<br>collected from<br>programs or<br>activities for the<br>use of the<br>property. | All costs<br>associated with<br>the operation of<br>the former<br>Becker property,<br>including utilities,<br>maintenance,<br>repairs,<br>groundskeeping,<br>and any and all<br>other associated<br>costs | None  | None   | Fiscal Year<br>2022 and<br>subsequent<br>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 |
|-----------------|------------------------------------|----------|----------|----------|----------|-----------|-----------|-----------|-------------|
| <u>23.</u>      | <u>Marijuana Delivery Operator</u> | <u>N</u> | <u>N</u> | <u>N</u> | <u>Y</u> | <u>SP</u> | <u>SP</u> | <u>SP</u> | <u>Y</u>    |

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 action relative thereto.

PROPOSED MOTION

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

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

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 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 ~~S~~pecial ~~P~~ermit 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 **Sspecial Ppermit** and subject to **Ssite Pplan Rreview**:

- a)** Senior Village Development residential uses, Adult Day Care Facilities **Remove: Facilties**, 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 ~~S~~special ~~P~~permit 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.

Or take any action relative thereto.

#### 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 2/3rds majority vote pursuant to MGL Chapter 40A, §5

**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.

Or take any action relative thereto.

PROPOSED MOTION

*Move the article be accepted as written*

FINANCE ADVISORY BOARD RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

Chief Antanavica will reach mandatory retirement age in April of 2023. Special legislation is required to allow him to work beyond his retirement date, which this article proposes. The Chief is willing to stay on until the Department is once more fully staffed and that a succession plan with training time has be put into place. Toward that end, Chief Antanavica has proposed a one-year contract. The additional year sought in the authorization is included as insurance in case the staffing and succession plan is not fully completed within his contract period.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

**ARTICLE 6 HCA STABILIZATION FUND GUIDELINES**

To see if the Town will adopt the following guidelines for the expenditure of previously collected Host Community Agreement (HCA) Funds:

Whereas on November 9, 2022, the Cannabis Control Commission (CCC) assumed responsibility for overseeing regulation for the establishment and use of HCA fees;

Whereas new regulations regarding the collection and expenditure of HCA fees are expected over the next year;

Whereas the guidelines issued at that time are expected to look forward, and not refer back to HCA fees previously collected;

Whereas, the Town of Leicester has previously collected HCA fees;

Whereas; the previous guidance issued by the CCC listed the potential expenditures below:

Possible costs included in community impact fees may include, but are not limited to:

- o Municipal inspection costs;
- o Traffic intersection design studies;
- o Public safety personnel overtime costs;
- o Environmental impact studies; and
- o Substance abuse prevention programming.

Whereas, the Town has not incurred any municipal costs, nor required any studies;

Whereas the presence of recreational programs and opportunities are believed to curtail substance abuse.

In the absence of such needs the Town, through the vote of Town Meeting, hereby restricts the expenditure of previously collected HCA funds to substance abuse prevention programming for the following purposes, said funding to be used for one-time purchases, not on-going programs:

- 1.) Maintenance and upkeep of recreational fields and facilities
- 2.) Security for such recreational fields and facilities
- 3.) Purchase of equipment, hardware, and software for recreational purposes
- 4.) Or other related items as determined by the Select Board

Or take any action relative thereto.

**PROPOSED MOTION**

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

**ADVISORY COMMITTEE RECOMMENDATION**

**SELECT BOARD RECOMMENDATION**

**DESCRIPTION**

The use of HCA fees has been loosely regulated since their establishment. The CCC has had no regulatory power up until November 9, 2022, when legislation was signed making them the arbiter of how monies are collected and spend going forward. The Town has yet to spend any HCA funds, opting to place them into an HCA stabilization fund until we were given clear direction. In light of the CCC's recent comments regarding the use of previously collected HCA funds, the Select Board is interpreting the guidance given previously to adopt a policy through Town Meeting of using the previously collected funds for recreational purposes as a deterrent to substance abuse. As there is no telling currently what the guidelines will be for future funding, it is recommended that the funds be used for one-time purposes so that programs don't get implemented with previously collected funds that can't be used with new funds going forward.

**VOTE REQUIRED FOR PASSAGE** Requires a simple majority vote.

**ARTICLE 7 HCA STABILIZATION FUND EXPENDITURES**

To see if the Town will vote to transfer the following sums from the HCA Stabilization Fund or take any action relative thereto.

**7A. MAINTENANCE AND IMPROVEMENTS AT ROCHDALE PARK**

**PROPOSED MOTION**

*Move the Town vote to transfer \$100,000 from the HCA Stabilization fund for maintenance, studies, and physical improvements at Rochdale Park.*

**ADVISORY COMMITTEE RECOMMENDATION**

**SELECT BOARD RECOMMENDATION**

**DESCRIPTION**

This transfer request seeks funding for tree removal, security lighting, field rehab, playground equipment, bullpen and dugout repair, among other items to improve and upgrade Rochdale Park.

**VOTE REQUIRED FOR PASSAGE** Requires a 2/3rds vote pursuant to MGL Chapter 40, §5B.

**7B. PURCHASE EQUIPMENT TO ESTABLISH AN AFTER-HOURS GAMING PROGRAM AT LEICESTER HIGH AND MIDDLE-HIGH SCHOOLS**

**PROPOSED MOTION**

*Move the Town vote to transfer \$82,700 from the HCA Stabilization fund to purchase equipment to establish an after-hours gaming program at Leicester High and Middle-High schools.*

**ADVISORY COMMITTEE RECOMMENDATION**

**SELECT BOARD RECOMMENDATION**

**DESCRIPTION**

Passage of this article will allow for the purchase a total of thirty gaming computers, with associated furnishings, in order to run an after-hours video gaming program at the schools. The goal of such a program is to give students other opportunities for socialization and recreation when school is not in session. This program, designed to run between 2:00 and 5:00 pm will give students additional options to be together in a safe environment during the time of day when they are most likely to have free, unsupervised time. This will offer a popular program to a wide number of students, many of which may not normally choose to participate in after-school sporting programs or other activities.

**VOTE REQUIRED FOR PASSAGE** Requires a 2/3rds vote pursuant to MGL Chapter 40, §5B.

**7C. CHANGE SOURCE OF FUNDING OF A PORTION OF ARTICLE 10 OF THE OCTOBER 18, 2022 SPECIAL TOWN MEETING.**

**PROPOSED MOTION**

*Move that the Town vote to change the source of funding that was approved as a portion of Article 10 of the October 18, 2022 Special Town Meeting, regarding a transfer of \$100,000 from Free Cash for the purpose of placing security cameras in Town parks and other locations from Free Cash to the HCA Stabilization fund.*

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This transfer request is not for additional funds for the security camera project, but to change the source of funding of the request that passed at the Fall Special Town Meeting. The Select Board believes that this expenditure is a proper use of previously collected HCA funds, and that Free Cash needs to be conserved for funding Campus operations and other uses. If this motion fails, the funding from the project will remain as Free Cash.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds vote pursuant to MGL Chapter 40, §5B.

**ARTICLE 8 CITIZEN'S PETITION (ROCHDALE PARK FUNDING)**

To see if the Town will vote to raise and appropriate and/or transfer from available funds \$100,000 for rehabilitation and maintenance at Rochdale Park  
or to take any other action relative thereto.

PROPOSED MOTION

*Motion, if any, to be made by the petitioner.*

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

**ARTICLE 9 CITIZEN'S PETITION (APPROPRIATION OF ARPA FUNDING)**

To see if the Town will vote to appropriate 10% or \$330,000 from the American Rescue Plan Act (ARPA) funds to CARE (Community Advocates for Resource Engagement) for the purpose of developing a grant program to assist Leicester businesses, departments, nonprofits, and volunteer organizations rebuild after the economic hardship brought about by the Covid-19 pandemic  
or to take any action relative thereto.

PROPOSED MOTION

*Motion, if any, to be made by the petitioner.*

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

**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*

**MEMORANDUM OF AGREEMENT  
BETWEEN**

**THE TOWN OF LEICESTER  
AND  
CHIEF KENNETH ANTANAVICA**

On this the 5th day of December 2022, the Town of Leicester, a municipal corporation (hereinafter the "Town") by the Select Board and Chief Kenneth Antanavica (hereinafter the "Chief" or "Chief of Police") enter into the following Memorandum of Agreement for the purpose of extending the contract previously entered into between the parties pursuant to Massachusetts General Laws Chapter 41, Section 108O, as amended.

WHEREAS, the Town is desirous of continuing to secure the services of the Chief in the administration of the Leicester Police Department (hereinafter the "Department"); and

WHEREAS, the Chief wishes to continue to perform the duties of the position of the Chief of Police as provided herein and subject hereto; and

WHEREAS, the Town and the Chief previously entered into an Employment Agreement, dated December 16, 2019 ("Original Contract"), a copy of which is attached hereto; and

WHEREAS, this Contract shall extend the terms of the Original Contract, including any term of appointment, if any, and all terms of the Original Contract shall remain in full force and effect until the termination of this Contract, unless otherwise modified herein.

NOW, THEREFORE, the Town and the Chief hereby and hereinafter agree to the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this Contract.

**Section 1. TERM**

The term of the Original Contract shall be extended until April 30, 2023.

This term shall automatically be extended until April 30, 2024 provided that the Town has successfully passed and filed, and the Massachusetts General Court has accepted, a Home Rule Petition permitting the Chief to continue in the role of Police Chief for the Town.

**Section 12. COMPENSATION**

A. The Town agrees to pay the Chief of Police for services rendered under this agreement an annual base salary of \$146,168.04, subject to applicable

withholdings and deductions, effective December 17, 2022, and continuing through April 30, 2023. If this agreement is extended beyond April 30, 2023, then the Town agrees to continue the same salary. If this agreement continues to be extended beyond July 2023, then the Chief shall be entitled to receive the same percentage increase in his annual based salary as provided for all other non-union personnel.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

The Town of Leicester  
Acting by and through its  
Selectboard

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Allen R. Phillips Sr.- Chair

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Richard Antanavica- Vice Chair

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Dianna Provencher- Second Vice-Chair

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Herb Duggan Jr.- Member

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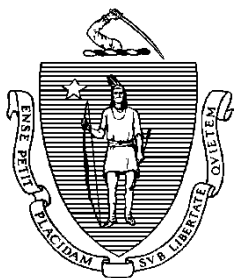
John K. Bujak- Member

For the Chief of Police



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Kenneth M Antanavica



OFFICE OF THE GOVERNOR  
**COMMONWEALTH OF MASSACHUSETTS**  
STATE HOUSE • BOSTON, MA 02133  
(617) 725-4000

**CHARLES D. BAKER**  
GOVERNOR

**KARYN E. POLITO**  
LIEUTENANT GOVERNOR

November 30, 2022

Dear Select Board Chair Allen Phillips:

It is with great pleasure that we inform you that the Town of Leicester has been awarded a \$62,765 grant through the Community Compact Cabinet's Efficiency and Regionalization (E&R) grant program. Once again, this grant program for Fiscal Year 2023 was highly competitive. Your application was chosen because it clearly met the program's overarching goal of driving the implementation of regionalization and other efficiency initiatives that allow for long-term sustainability.

We will be holding an award ceremony on December 6<sup>th</sup> at the State House and hope you can join us. An invitation for the awards ceremony and specific details was included in the same email as this award notification. We look forward to seeing you on the 6<sup>th</sup>!

Congratulations on participating in the E&R grant program and other Community Compact Cabinet programs focused on Best Practices and IT initiatives, as these programs all help municipalities spur continued success. We are pleased to see communities taking advantage of the benefits the Community Compact Cabinet program offers.

Attached are the grant documents that must be completed to ensure the funds are delivered to your community. This documentation should be sent to Jennifer McAllister ([mcallisterj@dor.state.ma.us](mailto:mcallisterj@dor.state.ma.us)) at the Division of Local Services as soon as possible, but no later than **January 15, 2023**.

Sincerely,

Handwritten signature of Karyn E. Polito in black ink.

Karyn E. Polito  
Lieutenant Governor

Handwritten signature of Michael J. Heffernan in black ink.

Michael J. Heffernan, Secretary  
Executive Office for Administration and Finance

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

|   |             |   |             |
|---|-------------|---|-------------|
| <b>CONTRACTOR LEGAL NAME:</b> Town of Leicester<br>(and d/b/a):   |             | <b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office for Administration and Finance<br><b>MMARS Department Code:</b> ANF |             |
| <b>Legal Address:</b> (W-9, W-4, T&C): 3 Washburn Square, Leicester, 01524  |             | <b>Business Mailing Address:</b>  |             |
| <b>Contract Manager:</b> Chris Vitale   |             | <b>Billing Address</b> (if different):  |             |
| <b>E-Mail:</b> vitalec@leicesterma.org  |             | <b>Contract Manager:</b> Sean Cronin  |             |
| <b>Phone:</b> (508) 892-7077  | <b>Fax:</b> | <b>E-Mail:</b> croninse@dor.state.ma.us   |             |
| <b>Contractor Vendor Code:</b> VC6000191851   |             | <b>Phone:</b> 617-626-2381  | <b>Fax:</b> |
| <b>Vendor Code Address ID</b> (e.g. "AD001"): AD001.<br>(Note: The Address Id Must be set up for <a href="#">EFT</a> payments.) |             | <b>MMARS Doc ID(s):</b>   |             |
| <b>RFR/Procurement or Other ID Number:</b>  |             |   |             |

|   |  |
|---|--|
| <p style="text-align: center;"><b><u>X</u> NEW CONTRACT</b></p> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)<br><input type="checkbox"/> <a href="#">Statewide Contract</a> (OSD or an OSD-designated Department)<br><input type="checkbox"/> <a href="#">Collective Purchase</a> (Attach OSD approval, scope, budget)<br><input checked="" type="checkbox"/> <a href="#">Department Procurement</a> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation)<br><input type="checkbox"/> <a href="#">Emergency Contract</a> (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> <a href="#">Contract Employee</a> (Attach <a href="#">Employment Status Form</a> , scope, budget)<br><input type="checkbox"/> <a href="#">Legislative/Legal or Other:</a> (Attach authorizing language/justification, scope and budget) | <p style="text-align: center;"><b>CONTRACT AMENDMENT</b></p> Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: _____, 20____.<br>Enter <b>Amendment Amount:</b> \$ _____. (or "no change")<br><b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.)<br><input type="checkbox"/> <a href="#">Amendment to Scope or Budget</a> (Attach updated scope and budget)<br><input type="checkbox"/> <a href="#">Interim Contract</a> (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> <a href="#">Contract Employee</a> (Attach any updates to scope or budget)<br><input type="checkbox"/> <a href="#">Legislative/Legal or Other:</a> (Attach authorizing language/justification and updated scope and budget) |
|---|--|

The following [COMMONWEALTH TERMS AND CONDITIONS](#) (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.  
☒ Commonwealth Terms and Conditions    ☐ Commonwealth Terms and Conditions For Human and Social Services

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.  
☐ [Rate Contract](#) (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)  
☒ [Maximum Obligation Contract](#) Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). \$62,765

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through [EFT](#) 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days \_\_\_ % PPD; Payment issued within 15 days \_\_\_ % PPD; Payment issued within 20 days \_\_\_ % PPD; Payment issued within 30 days \_\_\_ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle \_\_\_ statutory/legal or Ready Payments ([G.L. c. 29, § 23A](#)); \_\_\_ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See [Prompt Pay Discounts Policy](#).)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026, to the Town of Leicester for the costs associated with: implementation of an e-permitting system.

**ANTICIPATED START DATE:** (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:  
☒ 1. may be incurred as of the [Effective Date](#) (latest signature date below) and **no** obligations have been incurred **prior** to the [Effective Date](#).  
☐ 2. may be incurred as of \_\_\_\_\_, 20\_\_\_\_, a date **LATER** than the [Effective Date](#) below and **no** obligations have been incurred **prior** to the [Effective Date](#).  
☐ 3. were incurred as of \_\_\_\_\_, 20\_\_\_\_, a date **PRIOR** to the [Effective Date](#) below, and the parties agree that payments for any obligations incurred prior to the [Effective Date](#) are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE:** Contract performance shall terminate as of **June 30, 2024** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, the "**Effective Date**" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached [Contractor Certifications](#) (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable [Commonwealth Terms and Conditions](#), this Standard Contract Form including the [Instructions and Contractor Certifications](#), the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

|  |  |
|--|--|
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br><br>X: _____ Date: _____<br>(Signature and Date Must Be Handwritten At Time of Signature)<br><br>Print Name: _____<br>Print Title: _____ | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br><br>X: _____ Date: _____<br>(Signature and Date Must Be Handwritten At Time of Signature)<br><br>Print Name: <u>Sean Cronin</u><br>Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u> |
|--|--|

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

## NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

**Statewide Contract (OSD or an OSD-designated Department).** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD.** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement.** Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract.** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee.** Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

## CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#).)

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts.** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee.** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

## COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

## COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, s. 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, §9](#).

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, §9](#).

## CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

**Authorizing Signature For Commonwealth/Date:** The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own

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expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to [G.L. c. 29 § 26](#), [§ 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#), [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during

performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act; Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272](#), [Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111](#), [Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation

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shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#); and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**[Executive Order 481](#).** [Prohibiting the Use of Undocumented Workers on State Contracts.](#)

For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**[Executive Order 130](#).** [Anti-Boycott.](#) The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**[Executive Order 346](#).** [Hiring of State Employees By State Contractors](#) Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**[Executive Order 444](#).** [Disclosure of Family Relationships With Other State Employees.](#) Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**[Executive Order 504](#).** [Regarding the Security and Confidentiality of Personal Information.](#) For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's ["Security Policies"](#) (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A. **[Executive Orders 523, 524 and 526](#).** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

## **GRANT AGREEMENT**

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the [“Grantee”] acting through its Select Board Chair.

### **PRELIMINARY STATEMENT**

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$62,765 authorized under Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026 [“Act”] to the Town of Leicester for the costs associated with: implementation of an e-permitting system [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

### **SECTION 1. PROJECT SCOPE**

The scope of the Project to be funded under the EOAF Grant to the Town of Leicester for the costs associated with: the implementation of an e-permitting system.

**\*\*\*All project SCOPES must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

### **SECTION 2. DISBURSEMENT OF EOAF GRANT**

**2.1** Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 126 of the Acts of 2022, Section 2B Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$62,765** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than June 30, 2024.

**2.2** It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

**2.3** The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

**2.4** The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

**2.5** The grant funds must be spent by no later than June 30, 2024. Grantee will forfeit any remaining award unused after no later than June 30, 2024. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

### **SECTION 3. REPORTING**

**3.1** Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

### **SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS**

**4.1** The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

**4.2** This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

### **SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE**

**5.1** No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

**SECTION 6. AMENDMENTS**

**6.1** No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

**SECTION 7. SEVERABILITY OF PROVISIONS**

**7.1** If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#####

**COMMONWEALTH OF MASSACHUSETTS**  
**CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May

2004



**CONTRACTOR LEGAL NAME :**

**CONTRACTOR VENDOR/CUSTOMER CODE:**

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

| AUTHORIZED SIGNATORY NAME | TITLE |
|---------------------------|-------|
|                           |       |
|                           |       |
|                           |       |
|                           |       |
|                           |       |
|                           |       |

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

\_\_\_\_\_  
Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

---

**PROOF OF AUTHENTICATION OF SIGNATURE**

**This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory  
who submits the Contractor Authorized Listing.**

**This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.**

Signatory's full legal name (print or type):

Title:

**X** \_\_\_\_\_  
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

**AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:**

I, \_\_\_\_\_(NOTARY) as a notary public certify that I witnessed  
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

\_\_\_\_\_, 20 \_\_\_\_.

My commission expires on:

AFFIX NOTARY SEAL

I, \_\_\_\_\_(CORPORATE CLERK) certify that I witnessed the  
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's  
authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL



# COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

**1. Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

**2. Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

**3. Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

**4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

**5. Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

**6. Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

**7. Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

**8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

**9. Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

**10. Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

**11. Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be



## COMMONWEALTH TERMS AND CONDITIONS

considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

**12. Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way 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.

**13. Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

**14. Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

**15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

**IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:**

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_  
(signature)

Print Name:

Title:

Date:

(Check One):    ☐ Organization                      ☐ Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone:                                      FAX:

### **INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS**

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

# Renewals

1. CV License
  - i) Bill's Pizza, 1141 Stafford Street
  - ii) Cheoy Lee's, 1205 Main Street
  - iii) Castle Cantina, 1230 Main Street
  - iv) Dippin Donuts, 1181 Main Street
  - v) Dunkin Donuts, 1081 Main Street
  - vi) Farmhouse Diner, 15 South Main Street
  - vii) Hillcrest Country Club, 325 Pleasant Street
  - viii) Giguere Gymnastics, 148 Main Street
  - ix) Northeast Pizza, 1205 Main Street
  - x) Dawu Café, 310 Pleasant Street
  - xi) Families Together, 1601 Main Street
  - xii) Good Guys Pizza, 865 North Main Street
2. General Entertainment Licenses
  - i) National Entertainment Network (Walmart), 20 Soojian Drive
  - ii) Castle Cantina, 1230 Main Street
  - iii) Hillcrest Country Club, 325 Pleasant Street
3. Junk Dealer
  - i) EcoATM (Walmart), 20 Soojian Drive
  - ii) Deja New, 100 South Main Street
4. Outdoor Business
  - i) Tatnuck Driving Range Christmas Trees, 55 Marshall Street
5. Games
  - i) National Entertainment Network (Walmart), 20 Soojian Drive
  - ii) Hillcrest Country Club, 325 Pleasant Street
6. Sunday Entertainment
  - i) America Legion, 167 Main Street
  - ii) Leicester Country Club, 1430 Main Street
7. Auto Body
  - i) Entwistle's, 800 Main Street
  - ii) Buckley Auto Body, 22 Mill Street
8. Motor Vehicle
  - i) Entwistle's, 800 Main Street
  - ii) Breezy Bend, 418 Pine Street
  - iii) Mac's Auto Repair, 490 Main Street
  - iv) M & N Gas, 200 Main Street
  - v) Buckley Auto Body, 22 Mill Street
9. Rental
  - i) Entwistle's, 800 Main Street
10. Class II
  - i) Entwistle's, 800 Main Street
  - ii) A-C Used Cars, 719 Pleasant Street
  - iii) Classic Auto, 1323 Main Street
  - iv) M & N Gas, 200 Main Street
  - v) Buckley Auto Body, 22 Mill Street
11. Class III
  - i) Warren's, 20 Pryor Road
  - ii) Blue Collar Vintage Salvage, 468 Auburn St

# Renewals

## 12. BYOB

- i) Farmhouse Diner, 15 South Main Street
- ii) Dawu Café, 310 Pleasant Street
- iii) Good Guys Pizza, 865 North Main Street

## 13. Alcohol

- i) ABCC Certification 2023

Confirmed non-renewal:

1. Wings & Company
2. Deer Pond Auto
3. Twisted Fork Bistro

Not Yet Received:

1. Joe's Auto
2. Leicester Drive-In
3. Las Cocinas Mexicanas

State Fee, \$ 100.00  
Municipal Fee, \$ 125.00

THE COMMONWEALTH OF MASSACHUSETTS

Town OF Leicester



LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is American Legion Cherry Valley Post 443, Inc in or on the property at No. 167 Main Street, Leicester, MA 01611 (address)

The Licensee or Authorized representative, Bruce Swett in

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

| DATE          | TIME          | Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion |
|---------------|---------------|--|
| <u>Annual</u> | <u>12p-2a</u> | <u>Live and/or recorded entertainment</u>  |
|               |               |  |
|               |               | <u>2023</u>  |

Hon. \_\_\_\_\_ Mayor/ Chairman of Board of Selectman, Leicester (City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm – Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm – Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

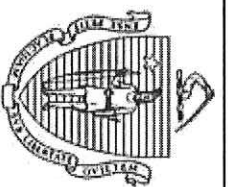
Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

State Fee, \$ 100.00  
Municipal Fee, \$ 125.00

THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF Leicester



LICENSE

For  
PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Leicester Country Club in or on the property at No. 1430 Main Street Leicester, MA 01524 (address)

The Licensee or Authorized representative, Faith Whitney in accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

| DATE                  | TIME | Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion |
|-----------------------|------|--|
| <u>Annual 1pm-12a</u> |      | <u>Live and/or recorded music</u>  |
|                       |      |  |
|                       |      |  |
|                       |      | <u>2023</u>  |

Hon. Mayor/ Chairman of Board of Selectman, Leicester (City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm - Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm - Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

**RENEWAL CERTIFICATION 2023**

CITY/TOWN:

Leicester

**A. LICENSEES WHO FAILED TO RENEW FOR 2023:**

**LICENSE #:**

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**LICENSEE CORPORATE NAME AND ADDRESS:**

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**B. LICENSEES DISAPPROVED BY THE CITY/TOWN FOR 2023:**

**LICENSE #:**

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**LICENSEE CORPORATE NAME AND ADDRESS:**

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We hereby certify that the premises described in the 2023 renewal applications for the above mentioned municipality are now occupied, used or controlled by the licensee and will be on January 1, 2023. The 2021 Renewal Applications have been approved by the Local Licensing Authorities and forwarded to the ABCC.

**The Local Licensing Authorities**

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Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2023**  
**Retail License Renewal**

License Number: 06509-RS-0600

Municipality: LEICESTER

License Name : CASTLE CANTINA LLC

License Class: Annual

DBA : Castle Cantina Tapas Bar And  
Restaurant

License Type: Restaurant

Premise Address: 1230 Main Street Leicester, MA 01524

License Category: All Alcoholic Beverages

Manager: Suhaily Quinones-Lopez

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

Suhaily E. Quinones-Lopez

Printed Name

11/28/22

Date

Owner

Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2023**  
**Retail License Renewal**

License Number: 00036-RS-0600

Municipality: LEICESTER

License Name : Eastern Pearl LLC

License Class: Annual

DBA :

License Type: Restaurant

Premise Address: 1060 Main Street Suite 1 Leicester, MA  
01524

License Category: All Alcoholic Beverages

Manager: Jie Qiong Wang

---

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Jie Qiong Wang  
Signature

11/23/22  
Date

Jie Qiong Wang  
Printed Name

owner  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2023**  
**Retail License Renewal**

License Number: 00037-CL-0600

Municipality: LEICESTER

License Name : Fraternal Order Of Eagles Leicester/  
Spencer 4541 Inc

License Class: Annual

License Type: Club

DBA :

Premise Address: 850 Main Street Leicester, MA 01524



License Category: All Alcoholic Beverages



Manager: John Ritchie

---

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**



Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2023**  
**Retail License Renewal**

License Number: 89961-PK-0600

Municipality: LEICESTER

License Name : MILL TOWN WINE COMPANY LLC

License Class: Annual

DBA :

License Type: Package Store

Premise Address: 1141 Stafford Street Leicester, MA 01542

License Category: Wines and Malt

Manager: Patrick Mahoney

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

Printed Name

Date

Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358

**2023**  
**Retail License Renewal**

License Number: 00032-RS-0600

Municipality: LEICESTER

License Name : Hilltop Management Cc LLC

License Class: Annual

DBA : Hillcrest Country Club

License Type: Restaurant

Premise Address: 325 Pleasant St Leicester, MA 01524

License Category: All Alcoholic Beverages

Manager: Gerald Paulaskas

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

*Gerald Paulaskas*  
Signature

11-12-22  
Date

Gerald Paulaskas  
Printed Name

President  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2023**  
**Retail License Renewal**

License Number: 89942-PK-0600

Municipality: LEICESTER

License Name : JESHANG CORPORATION

License Class: Annual

DBA : Jan'S Beer Mart

License Type: Package Store

Premise Address: 385 Main St Leicester, MA 01611

License Category: All Alcoholic Beverages

Manager: Pallavibahen Patel

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

P. R. Patel

Signature

11/06/2022

Date

Pallavibahen Patel

Printed Name

Manager/owner

Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2023**  
**Retail License Renewal**

License Number: 90111-PK-0600

Municipality: LEICESTER

License Name : WH2008 INC.

License Class: Annual

DBA : Crossroads Marketplace

License Type: Package Store

Premise Address: 1060 Main St Leicester, MA 01524

License Category: Wines and Malt

Manager: Wael A. Tawfik

---

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Wael A. Tawfik  
Signature

11/14/22  
Date

WAELE TAWFIK  
Printed Name

owner  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2023**  
**Retail License Renewal**

License Number: 00016-PK-0600

Municipality: LEICESTER

License Name : Harshtej Inc

License Class: Annual

DBA : Leroux Liquors

License Type: Package Store

Premise Address: 1044 Main St Leicester, MA 01524

License Category: All Alcoholic Beverages

Manager: Jyoti Patel

---

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Jyoti Patel  
Signature

11/03/22  
Date

~~Harshtej Inc~~ JYOTI PATEL  
Printed Name

Manager  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358**

**2023  
Retail License Renewal**

License Number: 00018-PK-0600

Municipality: LEICESTER

License Name : She Crystal Inc

License Class: Annual

DBA : Brookside Liquors

License Type: Package Store

Premise Address: 875 Pleasant Street Leicester, MA 01542

License Category: All Alcoholic Beverages

Manager: Shailesh Patel

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Shailesh Patel

Signature

11-14-22

Date

SHAILESH PATEL

Printed Name

Manager

Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2023**  
**Retail License Renewal**

License Number: 00022-RS-0600      Municipality: LEICESTER  
License Name : Smw Barbers Crossing Inc      License Class: Annual  
DBA : Barbers Crossing      License Type: Restaurant  
Premise Address: 861 Main Street Leicester, MA 01524      License Category: All Alcoholic Beverages  
Manager: Patricia Wallace

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Patricia Wallace  
Signature

PATRICIA WALLACE  
Printed Name

11-7-2022  
Date  
VP-Treasurer  
11-7-2022  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**



Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2023**  
**Retail License Renewal**

License Number: 00015-PK-0600

Municipality: LEICESTER

License Name : Leicester Package Store Inc

License Class: Annual

DBA : Leicester Package Store Inc

License Type: Package Store

Premise Address: 869 Main St Leicester, MA 01524

License Category: All Alcoholic Beverages

Manager: Ronald Canane

---

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Ronald E Canane  
Signature

11/08/22  
Date

Ronald E Canane  
Printed Name

President  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2023**  
**Retail License Renewal**

License Number: 00001-VC-0600

Municipality: LEICESTER

License Name : Am Legion Cherry Valley Post 443 Inc

License Class: Annual

DBA :

License Type: Veterans Club

Premise Address: 167 Main St Leicester, MA 01611

License Category: All Alcoholic Beverages

Manager: Bruce W Swett

---

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

  
Signature

11/14/22  
Date

Bruce W. Swett  
Printed Name

Manager  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2023**  
**Retail License Renewal**

License Number: 00012-CL-0600      Municipality: LEICESTER  
License Name : Leicester Rod And Gun Club Inc      License Class: Annual  
DBA :      License Type: Club  
Premise Address: 1015 Whittemore St Leicester, MA 01524      License Category: All Alcoholic Beverages  
Manager: Robert A Small

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

X Robert A. Small  
Signature

X 11-13-22  
Date

X ROBERT A. SMALL  
Printed Name

X 11-13-22 MANAGER  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**



Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2023**  
**Retail License Renewal**

License Number: 00005-RS-0600      Municipality: LEICESTER  
License Name : Leicester Golf Management LLC      License Class: Annual  
DBA : Leicester Country Club      License Type: Restaurant  
Premise Address: 1430 Main St Leicester, MA 01524      License Category: All Alcoholic Beverages  
Manager: Faith Whitney

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

  
\_\_\_\_\_  
Signature  
Faith Whitney  
\_\_\_\_\_  
Printed Name

11/2/22  
\_\_\_\_\_  
Date  
General Manager  
\_\_\_\_\_  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2023**  
**Retail License Renewal**

License Number: 00007-CL-0600

Municipality: LEICESTER

License Name : Leicester Social Club Inc

License Class: Annual

DBA :

License Type: Club

Premise Address: 91 Mannville St Leicester, MA 01524

License Category: All Alcoholic Beverages

Manager: Joe Vincent

---

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

*St. DeM*  
Signature

11/4/22  
Date

Steven LeBowf  
Printed Name

Director  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**



**2023**  
**Retail License Renewal**

License Number: 00030-RS-0600      Municipality: LEICESTER  
License Name : Jeffery H And Lucy A Eller      License Class: Annual  
DBA : Ellers      License Type: Restaurant  
Premise Address: 190 Main St Leicester, MA 01611      License Category: All Alcoholic Beverages  
Manager: Jeffrey Eller

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2023**  
**Retail License Renewal**

License Number: 00029-RS-0600

Municipality: LEICESTER

License Name : Sw Barretts Inc

License Class: Annual

DBA : Northeast Pizza

License Type: Restaurant

Premise Address: 1205 Main Street Leicester, MA 01524

License Category: All Alcoholic Beverages

Manager: Steven W Barrett

---

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

  
Signature

Steven Barrett  
Printed Name

11/17/22  
Date

President  
Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





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

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



**Emergency: 911**

Non Emergency: 508-892-7009

Non Emergency: 508-892-7010

Fax: 508-892-7012

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

November 5, 2022

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

From: Kenneth Antanavica  
Chief of Police

Re: **Acceptance of Donation from Hot Dog Annie's**

The Leicester Police Department recently received a generous donation of a check for \$1,000.00 from Ms. Aeng Banks/Hot Dog Annie's. Pursuant to the appropriate bylaw/ordinance, I am requesting that the Board of Selectmen accept the generous donation from Hot Dog Annie's. The Leicester Police Department will deposit the funds into its donation account, where it will be used to support departmental operations that are not funded by the general operating budget.

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

Kenneth M Antanavica  
Chief of Police

**Attachments**

1. Copy of Check and note enclosed



*"Create in me a clean heart,  
O God, and put a new and  
right spirit within me."*

— Psalm 51:10

*May every Christmas  
wish be yours!*  
*Thank you for your  
service!!*  
*Staff at Hot Dog Annie's*



## Town of Leicester

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

December 12, 2022

Ms. Linda Colby  
Leicester, MA 01524

Dear Ms. Colby:

On this 12<sup>th</sup> day of December 2022, we would like to thank you for generously donating a sign to the Town of Leicester. This sign at the corner of Paxton Street, replaces another which had fallen into disrepair, and serves to welcome residents and visitors alike.

The updated sign fosters pride in the Community. Your commitment to enriching the beauty of Leicester with your donation is tremendously appreciated. We recognize and value your multiple charitable efforts within Town. We hope your thoughtful gift stands for many decades and continues to make all who see it feel “at home” when they pass by!

Sincerely,

---

Mr. Phillips, Chair

---

Mr. Duggan, Member

---

Mr. Antanavica, Vice Chair

---

Mr. Bujak, Member

---

Ms. Provencher, Second Vice Chair

**SELECT BOARD & FORMER BECKER ADVISORY MEETING MINUTES  
NOVEMBER 1, 2022, AT 6:00 PM  
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**CALL TO ORDER/OPENING**

Chair Allen Phillips called the meeting to order at 6:00PM. Vice Chair Antanavica started the meeting with a Veterans Prayer. Chair Allen Phillips, Vice Chair Rick Antanavica, Second Vice Chair Dianna Provencher, Selectman Herb Duggan Jr, Selectman John Bujak, Town Administrator David Genereux, and Assistant Town Administrator Chris Vitale were in attendance.

**1. SCHEDULED ITEMS**

**a. 6:00pm – CARE Group ARPA spending presentation**

Paul Fontaine began the discussion on behalf of the Community Advocates for Resource Engagement (CARE) Group. CARE requested approximately 10% (\$330,000.00) in municipal ARPA funds for community-related needs. Requesting to develop and administer a grant program to distribute funds. Cheryl Cooney and Linda Colby prepared a PowerPoint presentation for the Select Board with an overview of the CARE Group, the ARPA program, recent local spending, and proposed ARPA spending for community-related needs.

Select Board Chair Phillips discussed increased recognition to employees. Chair Phillips expressed intent to renovate the May House, but there is no finalized plan yet. Chair Phillips stated that a lot of what was discussed in the presentation was economic development related. Chair Phillips stated that the revitalized Economic Development Committee was looking into different initiatives. Mr. Duggan stated the Town just approved funding through the 2022 Fall Special Town Meeting to repair 18 fire hydrants. Chair Phillips stated public health supplies are coordinated through the Health Department. Chair Phillips clarified that the budget slide in the presentation was the town's capital plan and was not funded by ARPA. Chair Phillips specified the Town is in a unique position because it is trying to open a new high school campus, but that does not mean it can't consider this proposal. Mr. Antanavica provided background as to why ARPA funds have been frozen to date for the former Becker campus.

Ms. Cooney restated her request for 10% of the ARPA funds for community-related needs. Mr. Duggan thanked Ms. Cooney and members of the public for attending. Mr. Duggan provided background for public safety vehicle purchases with ARPA funds. Mr. Bujak thanked Ms. Cooney and Mr. Fontaine for bringing this to the Select Board and giving a presentation. Mr. Bujak is in favor of the request but says coordination will be required. Ms. Provencher thanked the presenters.

A work group meeting with the Select Group and CARE Group was tentatively scheduled for November 10<sup>th</sup>, 2022.

*No motion was made by the Select Board.*

**b. Disposition of five former Becker College Victorian properties**

**I. 7:00 – Discussion of disposition through realtor (LandVest)**

Keith Ross of LandVest introduced himself and reviewed their proposal for marketing the former Becker properties. The Select Board were provided an Executive Summary, Price Analysis, List of Deliverables, and Marketing Capabilities. The timeline for the sale is approximately 150 days. The timeline includes photos, a professional cleaning, advertising time, and closing period of 30-60 days. Peter Cusolito of the Former Becker Advisory Committee (FBAC) completed a re-inventory of contents in the buildings and summarized contents. FBAC summarized conditions of sale and property zoning and noted it is not a regular listing. LandVest reviewed company background and qualifications and answered general questions.

*No motion was made by the Select Board.*

## **II. 7:30 – Discussion of disposition via auction (Zekos Group)**

Paul Zekos of Zekos Group introduced himself to the Select Board and noted that the Town of Leicester has a signed agreement to auction the Victorian properties. Mr. Zekos stated the previous work his company has done for the Town of Leicester and other Massachusetts public entities. Mr. Zekos talked about marketing efforts of previous auctions they have held for properties in this condition. Mr. Zekos stated rezoning (adaptive reuse) will dictate the sale and what can go there. Mr. Zekos stated auction option would be transparent and open to the public. Mr. Zekos stated Zekos Group toured the properties, took pictures of the Victorians, and drafted advertisements. Zekos Group stated that terms and conditions can be incorporated into the auction process. Zekos Group can move as quickly as the town would like, however, based on conditions the town would like to set on the property sales, the timeline would be approximately 135 days from when the bylaw change (zoning overlay) is completed.

*No motion was made by the Select Board.*

## **2. OTHER BUSINESS**

### **a. Vote on disposition method of Victorian properties**

**Motion 110122-2a:** A motion was made by Mr. Bujak to defer decision of disposition on the properties pending further discussion by the Former Becker Advisory Committee (FBAC), seconded by Mr. Duggan. **Motion carries 5-0-0.**

**Motion 110122-3:** A motion was made by Second Vice Chair Provencher to go into Executive Session, seconded by Vice Chair Rick Antanavica at 9:14PM. **Motion carries 5-0-0.**

## **3. Executive Session**

### **a. To discuss strategy with respect to collective bargaining pursuant to M.G.L. c. 30A, §21(a)(3) – All unions.**

- b. **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) – Highway Superintendent, Police Chief.**

**Motion 110122-3.2:** A motion to exit executive session was made by Ms. Provencher and seconded by Mr. Bujak at 10:24 PM. **Motion carries 4-0-1. (Roll Call Vote)**

**Motion 110122-3.3:** A motion to adjourn was made by Ms. Provencher and seconded by Mr. Bujak at 10:25 PM. **Motion carries 4-0-1. (Roll Call Vote)**

**ADJOURN**

**SELECT BOARD MEETING MINUTES  
NOVEMBER 7, 2022, AT 5:30 PM  
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**CALL TO ORDER/OPENING**

Chair Allen Phillips called the meeting to order at 5:30PM. Vice Chair Antanavica started the meeting with a Veterans Prayer. Chair Allen Phillips, Vice Chair Rick Antanavica, Second Vice Chair Dianna Provencher, Selectman Herb Duggan Jr, Selectman John Bujak, Town Administrator David Genereux, and Assistant Town Administrator Chris Vitale were in attendance.

**1. EXECUTIVE SESSION**

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

**Motion 110722-1:** A motion was made by Mr. Antanavica to go into Executive Session, seconded by Mr. Duggan at 5:31PM. **Motion carries 4-0-1. (Roll Call Vote – Mr. Bujak Absent)**

*Mr. Bujak arrived at 5:36PM.*

**Motion 110722-2:** A motion was made by Ms. Provencher to exit Executive Session, seconded by Mr. Bujak at 6:10PM. **Motion carries 5-0-0. (Roll Call Vote)**

**2. SCHEDULED ITEMS**

- a. **6:00pm – Central Massachusetts Regional Planning Commission (CMRPC) – Community Development Block Grant (CDBG) Performance Hearing**

Chris Dunphy of CRMPC introduced himself and the CDBG Program. As part of the program, Mr. Dunphy said the town needs to hold a public performance hearing to offer updates and answer questions. Community Development Fund Grants are funded through the Department of Housing and Community Development (DHCD). The Town has been successful in receiving funds over the last couple of years. Mr. Dunphy began an overview of the FY20 and FY21 project summaries. Leicester's Housing Rehab Program is going slow due to the market and programmatic requirements. CRMPC hired a subcontractor to help manage grant. That subcontractor had recent staffing changes. Three of the Home Rehab projects are up and running. Three more projects are currently in the queue. Mr. Dunphy stated that the town will have to de-obligate some funds to be eligible for next grant, but that will be discussed later. The Housing Rehab Program is structured as a deferred payment loan to grant. The purpose of this is to encourage applicants to stay in home certain period. If residents happen to sell, the town will recapture some funds and re-invest it. CDBG funds can be used for a variety of home improvements. The second CDBG program is the Russell Park accessibility improvement design work with the Conservation Commission. The design plans are 90% done and just need a public meeting to collect comments. Mr. Dunphy stated that the wetlands at the park are a concern. The town will need a \$200K-\$300K grant in the future for the wetland portion of ADA at Russell Park. Mr. Bujak asked Mr. Dunphy what type of accessibility improvements were being discussed. Mr. Dunphy stated the improvements would be for the parking lot and access within

the park. Mr. Bujak asked how the town was advertising the home rehab program. Mr. Dunphy stated they built a pool of applicants. Once they catch up with expending funds, CRMPC can advertise the program through the schools, town website, and at the senior center. Mr. Genereux stated that the Town did a lottery of applicants. Mr. Genereux stated it is a very worthwhile program, but it can be a challenge getting people processed and brought through the end. Mr. Phillips asked what the timeline for the grant program was. Mr. Dunphy stated FY21 is close to being finalized and will be advertised shortly. Mr. Phillips asked if there was any way to speed up the program. Mr. Dunphy stated the long-term direction of town is to submit grant applications for large infrastructure program. Mr. Bujak asked why the town would de-obligate funds and not re-allocate. Assistant Town Administrator Vitale stated due to the expenditure deadline, the town would need a shovel-ready project. To ensure the town is eligible to apply for funds in the upcoming grant round, the decision was made to de-obligate the funds. Mr. Dunphy stated that CDBG funds can be used for a variety of projects and programs. Mr. Bujak asked if this program would be a suitable funding source for the CARE Group. Mr. Dunphy stated that social services and micro-enterprise activities from income qualifying individuals are eligible.

Mr. Dunphy began an overview of Leicester FY21 CDBG activities. The Town has six housing rehab projects coming up. The Leicester Housing Authority applied for funds through the town to redo a main road on their property and complete site work. The Town may have an opportunity to reallocate FY20 money to Leicester Housing Authority if needed. Work is expected to break ground in spring. Lastly, Leicester is serving as the Lead Community with Barre for an RFQ for a comprehensive study area of town. Additionally, Barre received funds to do an ADA transition plan.

Mr. Dunphy stated that the next round of applications is due in March 2023. DHCD will be combining two program years to catch up expending funds (22/23). The total amount the town can apply for is \$1.35M. Mr. Bujak asked if there was a cheat sheet on the program. Mr. Phillips asked Mr. Vitale if he could provide a list of eligible activities. Mr. Vitale and Mr. Dunphy stated they can send grant program guides for the Select Board.

*No motion was made by the Select Board.*

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

David Genereux started the discussion for new application 424 main street. Valerio Romano and Edward Berry introduced themselves. Their site would be a tier 2 cultivation facility. They would be used 15,000 square feet for building use. There would be no exterior changes to the building. They would have 40 parking spaces available, which exceeds amount required. The Planning Board has approved their application. Their business would have 25 employees when fully operational within one year. Some revisions were made to HCA agreement. Should CCC change HCA Agreement requirements, they will sit down and amend it with Town Administrator David Genereux. Town Administrator Genereux stated that the State will change the regulations at some point. Until changes made, Town Administrator Genereux does not recommend doing anything different without guidance. Mr. Bujak stated Leicester has seen several HCA Agreements get approved recently and asked what the town's commitment is at this point. Mr. Bujak asked what the total square footage of space was being used for cannabis activities. Town Administrator Genereux provided an overview of current HCA agreements. Mr. Genereux stated that the other distribution entities have small

footprint, and very few wind up getting set up and running. Mr. Duggan stated he had no issue with the contract as written.

**Motion 110722-2b:** A motion was made by Mr. Duggan to approve as written, seconded by Ms. Provencher. **Motion carries 5-0-0.**

c. **6:30pm – Tax Classification Hearing**

Town Administrator Genereux began the Tax Classification Hearing on behalf of Tax Assessor. Town Administrator Genereux reviewed the prepared PowerPoint presentation regarding the purpose of the hearing, description information, property assessment review, and total assessed value in Leicester for FY23. The average home value in Leicester is \$446,486, which is up 10% from previous year. New growth was certified on 10/10/2022 as \$24,880,712 (value in real estate) and \$18,385,154 in tax levy growth. The tax rate would be \$12.88 for FY23 if voted. Current rate is \$13.99. While home assessment values are going up, the tax rate does go down during a good economy. The Town's tax levy is based on spending. Mr. Phillips asked what are voting on tonight. Mr. Genereux stated the motion would be to Adopt Residential Factor, single tax rate. Ms. Provencher stated that if a resident does not agree with their home valuation, residents can file for abatement. Mr. Genereux stated that the third quarter bill will get mailed on or about 12/31/2022. Residents have the month of January to file for abatement. Town Administrator Genereux recommends residents review home price before filing abatement.

**Motion 110722-2c1:** A motion was made by Mr. Antanavica to close the public hearing, seconded by Mr. Bujak. **Motion carries 5-0-0.**

**Motion 110722-2c2:** A motion was made by Mr. Antanavica to adopt a Residential Factor - single tax rate, seconded by Mr. Duggan. **Motion carries 5-0-0.**

d. **6:45pm – RFO and Parks and Rec Discussion**

*This discussion was passed over.*

*No motion was made by the Select Board.*

**3. PUBLIC COMMENT PERIOD**

There were no public comments.

**4. CIVIC ANNOUNCEMENTS**

- Town Administrator Genereux informed the public that November 8<sup>th</sup>, 2022, is Election Day. Polls will be open from 7:00AM to 8:00PM. The public is encouraged to vote.
- Ms. Provencher informed the public of Veterans Day Flag Ceremony Friday November 11<sup>th</sup>, 2022.

**5. RESIGNATIONS & APPOINTMENTS**

a. **Resignation - Joseph Avellino – EMS**

Town Administrator Genereux stated the letter of resignation was provided in the Select Board packet.

**Motion 110722-5a:** A motion was made by Mr. Duggan to accept the resignation, seconded by Ms. Provencher. **Motion carries 5-0-0.**

b. **Resignation – Jay Spaulding – Bark Park Committee**

Town Administrator Genereux stated the letter of resignation was provided in the Select Board packet.

**Motion 110722-5b:** A motion was made by Ms. Provencher to accept the resignation, seconded by Mr. Bujak. **Motion carries 5-0-0.**

c. **Resignation – Eric Bulak – Highway Department**

Town Administrator Genereux stated the letter of resignation was provided in the Select Board packet.

**Motion 110722-5c:** A motion was made by Mr. Bujak to accept the resignation, seconded by Ms. Provencher. **Motion carries 5-0-0.**

d. **Retiring – William Burt – Highway**

Town Administrator Genereux stated the letter of resignation was provided in the Select Board packet. Mr. Burt is retiring.

**Motion 110722-5d:** A motion was made by Ms. Provencher to accept the resignation and send a certificate of appreciation from the Town, seconded by Mr. Bujak. **Motion carries 5-0-0.**

e. **Appointment – Donna Main – Department Assistant (DIS)**

Town Administrator Genereux introduced Ms. Main. Select Board Chair Phillips asked why Ms. Main wanted to work in Leicester. Ms. Main stated it was a great opportunity and that it was a full-time position. The opportunity came up at the right place right time.

**Motion 110722-5e:** A motion was made by Ms. Provencher to approve the appointment, seconded by Mr. Bujak. **Motion carries 5-0-0.**

f. **Appointment – Susan Rowland – Regional Public Health Nurse (Health Dept.)**

Due to a miscommunication, Ms. Rowland was not in attendance. Select Board Chair Phillips stated he would leave it up to the board in how they wanted to proceed. However, typically appointees are either in-person or attend virtually. Health Director Dagle asked if the board would consider a contingent appointment to allow Ms. Rowland to assist on an interim basis.

**Motion 110722-5f:** A motion was made by Mr. Duggan to make a provisional appointment with a full appointment pending an interview of the applicant at the November 21<sup>st</sup> Select Board meeting, seconded by Ms. Provencher. **Motion carries 5-0-0.**

g. **Appointment - Bryan Raymond – Firefighter Recruit**

Fire Chief Dupuis began the discussion providing an overview of the firefighter recruiting process. Mr. Raymond introduced himself to the Select Board. He has lived in Leicester the last six years, and he saw the opportunity to try something new and rewarding. Currently does merchandising and sales.

**Motion 110722-5g:** A motion was made by Ms. Provencher to approve the appointment, seconded by Mr. Bujak. **Motion carries 5-0-0.**

h. **Appointment - Roger McManus - Firefighter Recruit**

Mr. Phillips asked why the applicant wanted to work for the town. Mr. McManus' father worked in a Fire Department and considered a family business at this point.

**Motion 110722-5h:** A motion was made by Ms. Provencher to approve the appointment, seconded by Mr. Bujak. **Motion carries 5-0-0.**

i. **Appointment - Sean McGrail - Firefighter Recruit**

Mr. Phillips asked why the applicant wanted to work for the town. Mr. McGrail stated he wants to be a role model for his daughter and help the community.

**Motion 110722-5i:** A motion was made by Ms. Provencher to approve the appointment, seconded by Mr. Bujak. **Motion carries 5-0-0.**

j. **Appointment - Melvin Medina - Firefighter Recruit**

When asked why Mr. Medina wants to work for the Town, he stated he lived in the community approximately 14 years. He has wanted to work in public safety for a long time. Currently drives an 18-wheeler. This opportunity came up and decided to take it. Heard about the opportunity at the Harvest Festival.

**Motion 110722-5j:** A motion was made by Ms. Provencher to approve the appointment, seconded by Mr. Bujak. **Motion carries 5-0-0.**

k. **Appointment - Brett Willand - Firefighter Recruit**

Mr. Willand currently works for Spectrum News. He was born and raised in Leicester. Mr. Willand wants to make difference in the community.

**Motion 110722-5k:** A motion was made by Ms. Provencher to approve the appointment, seconded by Mr. Bujak. **Motion carries 5-0-0.**

l. **Appointment - Matthew Brooks - Firefighter Recruit**

Mr. Brooks has lived in Leicester his whole life. He is in the army and wants to get training in as a Firefighter before going on active duty. Once he is done, he wants to return to Leicester and get a plumbing license.

**Motion 110722-5l:** A motion was made by Ms. Provencher to approve the appointment, seconded by Mr. Bujak. **Motion carries 5-0-0.**

m. **Appointment - Michael Dyson - Firefighter Recruit**

*This discussion was passed over.*

*No motion was made by the Select Board.*

n. **Appointment - Jaime Bazydlo - Firefighter Recruit**

Jaime Bazydlo is an iron worker. He moved to Leicester and bought a house last May. He was in the Army Reserve for 10 years. A friend encouraged him to put in an application for this position. He wants to be a part of the community.

**Motion 110722-5n:** A motion was made by Mr. Bujak to approve the appointment, seconded by Mr. Antanavica. **Motion carries 5-0-0.**

o. **Appointment - Daniel George - Firefighter Recruit**

Mr. George was born and raised in Leicester and graduated Anna Maria College with a justice degree. He wants to serve the community through Leicester Fire/EMS.

The Fire Chief thanked the Select Board for their time.

**Motion 110722-5o:** A motion was made by Mr. Bujak to approve the appointment, seconded by Ms. Provencher. **Motion carries 5-0-0.**

## 6. OTHER BUSINESS

a. **Accept gifts to the Senior Center**

Town Administrator Genereux provided summary of donation amounts and who made donations.

**Motion 110722-6a:** A motion was made by Mr. Bujak to accept all the gifts, seconded by Ms. Provencher. **Motion carries 5-0-0.**

b. **Accept donation from Al's Oil Service to the Leicester Fire Department**

Town Administrator Genereux stated that town meeting article funds were repurposed. Al's Oil Service donated a 275-gallon tank and installation. The Fire Chief thanked Al's Oil and stated the Town of Leicester was grateful to them.

**Motion 110722-6b:** A motion was made by Ms. Provencher to accept the gift, seconded by Mr. Bujak. **Motion carries 5-0-0.**

c. **Accept 2023 Retiree MIIA BC/BS Medex rates**

Town Administrator Genereux started discussion outlining what is in Select Board packet rider 1/1/23 information.

**Motion 110722-6c:** A motion was made by Ms. Provencher to accept the rates, seconded by Mr. Antanavica. **Motion carries 5-0-0.**

d. **Vote to notify MassDOT on Auburn Street Bridge Weight Limit**

Mr. Duggan stated that the weight limit is a concern on the bridge, and it is not big enough for two tractor trailers. GPS applications should flag the weight limit. Town Administrator Genereux stated Highway has nothing to do with Auburn Bridge. However, the Police Chief went to the nearby Amazon warehouse, and they wiped the bridge off their routing software. Individuals should notify the town if they see any amazon trucks after couple days.

*No motion was made by the Select Board.*

e. **Approve Turf Field Fence Quote (Mohawk Fence)**

Mr. Genereux stated the contract amount was \$28,500. The Town is still waiting on some materials for the contract including insurance information. Mr. Bujak asked if there was any trash or damage on the field recently. Mr. Genereux stated the town plans to put a dumpster there, as it is not realistic to ask groups to pick up everything. Mr. Bujak asked if the field was insured. Mr. Genereux replied that it was insured. Mr. Bujak asked why this wasn't a capital item for Town Meeting. Mr. Genereux stated that the town doesn't need to vote on each improvement as it was part of purchase vote. Mr. Bujak asked when does the town require a Town Meeting vote. Mr. Genereux stated once the two-million-dollar budget is through. Mr. Bujak stated he struggles with justifying paying for the fence. Assistant Town Administrator Vitale reviewed the 9/19/2022 meeting minutes to clarify the status of the fence project and where it was at in the approval process. Town Administrator Genereux stated it is up to the Select Board what it wants to do. Mr. Bujak stated we are putting up cameras on the field, which will deter vandalism. Mr. Phillips stated it may be best to hold off for now until other active project quotes come in due to changing conditions. Mr. Genereux stated the quote is good for 30 days. Mr. Antanavica stated the reason for the fence is if the field was damaged, how long would it be out of commission for. Mr. Antanavica stated the best insurance policy is to fence around it. Mr. Bujak stated the town can put up a sign, and it is cheaper starting point versus installing a fence. Mr. Bujak stated the probably for field damage is minimal.

**Motion 110722-6e:** A motion was made by Mr. Bujak to rescind the quote, seconded by Mr. Duggan. **Motion carries 4-1-0.**

f. **Approve Fire Station 3 bid and sign contract (Cape Cod Builders)**

Town Administrator Genereux provided an overview of the contract included in the meeting packet. The contract amount is for \$57,500.

**Motion 110722-6f:** A motion was made by Mr. Bujak to approve the contract, seconded by Mr. Duggan. **Motion carries 5-0-0.**

g. **Vote on support of Variances for the 1812 House & Barrett Hall**

Assistant Town Administrator Vitale provided an overview of the variance application materials included in the meeting packet.

**Motion 110722-6g:** A motion was made by Mr. Antanavica to support the variance applications, seconded by Ms. Provencher. **Motion carries 4-0-1.**

h. **Vote to call for Special Town Meeting on Tuesday, January 10<sup>th</sup>, 2023**

Town Administrator Genereux provided an overview of why the Town is seeking to hold a Special Town Meeting including the need to extend the Police Chief Contract, vote on the adaptive reuse bylaw, and hold a vote on the items not completed at the Fall Special Town Meeting.

**Motion 110722-6h:** A motion was made by Mr. Antanavica to call for a Special Town Meeting on January 10<sup>th</sup>, 2023, seconded by Mr. Bujak. **Motion carries 5-0-0.**

i. **Vote to close Special Town Meeting Warrant on Tuesday, November 22<sup>nd</sup>, 2022**

**Motion 110722-6i:** A motion was made by Mr. Antanavica to close the Special Town Meeting Warrant on November 22, 2022, seconded by Ms. Provencher. **Motion carries 5-0-0.**

j. **Vote on hiring Police Officers outside of Civil Service**

Mr. Genereux discussed proposed process for hiring outside of civil service. With a positive vote, the Police Department will move ahead with recruitments.

**Motion 110722-6j:** A motion was made by Mr. Bujak to move forward with hiring outside of Civil Service, seconded by Mr. Antanavica. **Motion carries 5-0-0.**

k. **Vote on Treasurer/Collector Contract**

*This discussion was passed over.*

**Motion 110722-6k:** A motion was made by Mr. Antanavica to pass over this agenda item, seconded by Mr. Bujak. **Motion carries 5-0-0.**

l. **2022 Town Hall Holiday Hours**

**Motion 110722-6l1:** A motion was made by Mr. Antanavica for no Town Hall Holiday Hours, seconded by Mr. Bujak. **Motion defeated 0-5-0.**

**Motion 110722-6l2:** A motion was made by Ms. Provencher to approve the Town Hall Holiday Hours as recommended, seconded by Mr. Bujak. **Motion carries 5-0-0.**

*The Select Board discussed part of Agenda Item 6N before 6M due to a meeting attendee's schedule.*

**m. Town Administrator's Performance Goals**

Mr. Phillips began the discussion by stating this topic was previously discussed in a work session. Select Board members have reviewed the performance goals and a few changes were made. The Town Administrator's Office performance goals were read by Select Board Member John Bujak. Mr. Phillips clarified these goals are for the Town Administrator's Office and not just the Town Administrator. Ms. Provencher questioned what will happen with these goals if there is an emergency and the goals are not met. Mr. Phillips stated multiple people are sharing these goals. Mr. Phillips stated the goals are workable and should be completed with ease. The three primary cornerstones of the performance goals are: People, Financial, and Community/Business. People Goals: Implement three retention activities, begin holding bi-weekly department head meetings, implement a one day per quarter rotation working in each department, reduce staff turnover by 50% from the previous calendar day (12 months). Mr. Genereux asked how the board wants the town to calculate the turnover rate. Mr. Bujak stated there is flexibility in how the town can calculate the turnover rate, understanding there is a lot of per-diem staff. Mr. Genereux raised concerns over the one day per quarter rotation and the time commitment. Mr. Bujak stated this is not a large burden between Mr. Genereux and Mr. Vitale. Financial Goals: Improve transparency of financial status of the town by publishing monthly comprehensive reporting package, implement a zero-based budgeting process, create a 3–5-year fiscal analysis and strategy in conjunction with applicable town boards/committees. Community/Business Goals: Improve economic presence/business development in town by implementing three initiatives, enhance the presence of the Economic Development Committee through in-person, online, and social media, establish a grant seeking proposal plan for how grants will be obtained. At this time, Mr. Bujak stated there are a lot of needs in town and wants to make sure groups has the opportunity to convey needs. Mr. Genereux stated the Grant Manager can reach out but is concerned about a work group reviewing grants. Mr. Bujak stated a working group can work with outside groups like the CARE Group as one unit. Mr. Bujak stated the town does not do a good job of building consensus among outside groups. Mr. Antanavica stated that he agrees with certain elements of the performance goals, but in reference to the performance goal regarding town entryways, how can the town address that if it's private property. Mr. Antanavica stated the town has no control over this. MassDOT has multiple trees that need to get addressed. Mr. Phillips suggested sending correspondence to the Lt. Governor's Office to get a response. Mr. Phillips stated the town should take additional steps if the town doesn't hear back from their office or the town's State Representatives and Senators. Mr. Phillips stated there are things the town can do and can't do, but the town should try. Mr. Bujak stated there is someone who knows someone. The town should reach out to contractors to try and get something done. Mr. Bujak questioned how to think outside the box to get business in town. Ms. Provencher stated people pay their taxes and it's the owners right to maintain their property as they see fit. However, she also stated that there may be things that be done to how town entryways more appealing. Mr. Antanavica explained the process for code violations in other towns which included issuing fines.

**Motion 110722-6m:** A motion was made by Mr. Bujak to accept the performance goals, seconded by Mr. Duggan. **Motion carries 5-0-0.**

n. **Discussion on former Middle School Disposition**

Mr. Phillips stated this is a brief initial discussion on this topic. Mr. Phillips does not want the middle school to end up like Memorial. Nothing is happening at this point this winter with the building. Jason, an attendee, stated community watch planning to be in there 3 nights per week with Leicester Basketball. Leicester Basketball (youth hoops). Jason wanted to ensure they can use it for the remainder of the year. Mr. Phillips stated he does not see need to change arrangement except for cost incurred. Mr. Antanavica asked how this group was getting into the building. Jason stated Leicester's Facilities Director let them in. They also have a key. They understand they are responsible for cleaning the facilities and ensuring doors are locked. Mr. Genereux will ensure there is a certificate of insurance on file.

*No motion was made by the Select Board.*

*The Select Board returned to conversation at 8:40PM.*

Mr. Phillips wants to establish a through process for next steps. Mr. Duggan wants to ensure the building is winterized. Mr. Phillips asked for the Facilities Director's contact information. Mr. Genereux stated he will send that out. Mr. Antanavica stated the State Police may have an interest but does not want to give the building away for nothing. Mr. Antanavica asked if there is any interest in renting just the front part of the building. Mr. Duggan asked if the building has good bones and if there are any grant opportunities. Mr. Phillips suggested that the Select Board hold a field trip to the middle school. Mr. Phillips asked to schedule a work session so the board could have a larger discussion. Ms. Provencher asked when did the school turn over to the town. Mr. Genereux stated October 8<sup>th</sup>, 2022. Mr. Genereux stated work is being done to separate utilities. Mr. Genereux stated the town needs to figure out the zoning for the property and if the building qualifies under the proposed adaptive reuse policy. Mr. Bujak asked what do people want there? The Town should put something on its website to solicit opinions. Mr. Bujak asked if the contents were out of the building. Mr. Genereux stated not yet, however, contents will be offered to the School Department. The Facilities Director completed an inventory. Mr. Suggan suggested putting the surplus items on MMA to give away. Mr. Genereux stated the school is providing a dumpster to get trash out. Mr. Bujak asked if the town should auction items or put it on a selling website.

*No motion was made by the Select Board.*

o. **Acceptance gift for construction of handball wall at Towtaid Park**

Mr. Genereux provided an overview of the gift. This project had some controversy. The Town was able to work it out with the Parks and Recreation member. A check of \$4,700 is half the payment, the other half will be paid by Parks and Recreation. The Building Inspector suggested some changes to the Handball Wall which were made. With the Select Board's vote, the town can move forward with paying the vendor for the work.

**Motion 110722-6o:** A motion was made by Mr. Antanavica to accept the gift, seconded by Ms. Provencher **Motion carries 5-0-0.**

## 7. MINUTES

### a. October 11, 2022

**Motion 110722-7a:** A motion was made by Mr. Antanavica to approve the meeting minutes, seconded by Ms. Provencher **Motion carries 5-0-0.**

## 8. REPORTS

### a. Student Liaison Reports

*Student Liaisons were not in attendance.*

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

Mr. Genereux reviewed the Town Administrator's Report, which was provided in the Select Board meeting packet.

*No motion was made by the Select Board.*

### c. Economic Development Report

Mr. Vitale reviewed the Economic Development Report, which was provided in the Select Board meeting packet.

Mr. Phillips commented he saw two large tanks outside on the lots across from Walmart.

### d. Select Board Reports

Mr. Bujak asked about the solar roof credit balance from the Memorial school. Town Administrator Genereux will review and get all credit appropriated through Schedule Z. Mr. Bujak asked that status of the gate automation on the former Becker College campus. Mr. Genereux stated the initial quote was approximately \$30K. Mr. Phillips said that the town should check with the Chief, as they have software that can hook up to emergency vehicles to open the gates easily. Mr. Antanavica stated the town should make sure to put in for a new ambulance as it is a two-year waitlist. If the town were to order it now, by the time it was built, the first two ambulances will have around 80K miles on them. Mr. Phillips stated the town needs to have additional discussions on a mutual aid agreement and potential supplemental agreements to defray cost of new vehicles. Select Board members agreed that conversations should take place. Mr. Duggan stated the town should take a deeper look at its vehicles in town. The Town should have a vehicle replacement policy and maintenance schedule. Mr. Bujak asked for an update on the rebranding gym project. Mr. Genereux stated the quote closes November 16<sup>th</sup>, 2022. The Board can vote ahead of time to award the project to the lowest qualified bidder at its November 14<sup>th</sup>, 2022, if it chooses. Ms. Provencher discussed the upcoming Veterans Day activities. Mr. Phillips asked for an update on the housing authority and the seniors living in a hotel. Mr. Genereux stated all the work but the top corner of the housing authority's north wing is completed. Mr. Phillips asked what the plan for the remaining residents is living in the hotel.

Mr. Phillips asked for the town to reach out to the housing authority and offer Barrett Hall for use. Mr. Genereux stated that he will reach out. Mr. Antanavica asked if there was bus transportation for seniors living at the hotel for voting tomorrow. Mr. Genereux did not have that information available. Mr. Phillips asked if a shared calendar should be created. Mr. Vitale will work to create a calendar via email. Mr. Phillips asked for an update on the recent dog hearing. Mr. Genereux stated they are coming back at the November 21<sup>st</sup>, 2022, meeting as an additional concern was filed.

**Motion 110722-9:** A motion was made by Mr. Antanavica adjourn, seconded by Ms. Provencher  
**Motion carries 5-0-0.**

**ADJOURN**

**SELECT BOARD & FORMER BECKER ADVISORY MEETING MINUTES  
NOVEMBER 21, 2022, AT 6:00 PM  
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**CALL TO ORDER/OPENING**

Chair Allen Phillips called the meeting to order at 6:00PM. Vice Chair Antanavica started the meeting with a Veterans Prayer. Chair Allen Phillips, Vice Chair Rick Antanavica, Second Vice Chair Dianna Provencher, Selectman Herb Duggan Jr, Selectman John Bujak, Town Administrator David Genereux, and Assistant Town Administrator Chris Vitale were in attendance.

**1. SCHEDULED ITEMS**

**a. 6:00pm - Cannsit HCA Discussion**

Town Administrator Genereux started the discussion by introducing Alex of Cannsit. Alex provided an overview of Cannsit's business plan and layout of space. Mr. Phillips stated their security plan should be reviewed by the Police Department. Mr. Bujak asked if this is the same as the other HCA contracts. Mr. Bujak asked if we should review the impact fee. Mr. Genereux stated the town does not know the full regulation changes yet and it does not make sense to change the contract language. Cannsit just needs a signed HCA agreement to move forward in the process. Select Board members discussed a community impact fee for service in town versus fee built into HCA. Mr. Duggan stated that current funds are restricted in terms of how it could spend. Mr. Duggan wants to move to a direction where fees could be more utilized. Cannsit stated they are open to collaborating. Mr. Bujak stated latest legislation is very restrictive and this agreement would follow new terms and the new narrow scope. Mr. Genereux stated that if Cannsit had no agreement, they couldn't move forward at this point.

At this point, drug prevention is only vague guideline. These funds are not part of the operating budget. Seven other agreements will need to be renegotiated once new guidelines come out. Mr. Bujak asked if the town could do a side agreement to realize more benefit. Mr. Genereux stated that he does not State regulations moving in that direction and that side agreements are not endorsed by the CCC. Future HCA funds will be hard to get and will be heavily regulated. Mr. Duggan stated he would consider a six-month agreement and reassess if CCC guidelines change. Mr. Genereux stated the original agreement was a 5-year agreement. Ms. Provencher stated that she doesn't want to hold this up. Ms. Provencher asked if there is a way to make a written agreement where companies will donate to the town once they bring money in. Mr. Genereux stated that if the board voted to amend the agreement, the Chairman can sign.

**Motion 112122-1a:** A motion was made by Ms. Provencher, seconded by Mr. Duggan to approve a six-month contract with language stating to revisit the contract when CCC guidelines get published and authorize the Select Board Chair to sign. **Motion carries 5-0-0.**

**b. 6:15pm – Continued Dog Complaint – 75 Tobin Road**

Mr. Genereux began the discussion by introducing the Police Chief. The Police Chief provided a background of the complaints and the latest incident. Ms. Windward of 100 Tobin Road was introduced and provided a timeline of her experiences with the off-leash pets from 75 Tobin Road. Ms. Windward stated as a result they were not able to have visitation at the home as ordered by the Probate Court. When they were allowed to have visitation at their home again, they had another incident with a dog chasing their son around the yard. Ms. Windward stated that she was promised this would be addressed but nothing has been done. The Animal Control Officer will not respond to instances. Calls have been made to the Police Department. Ms. Windward states she does not know what else to do. Ms. Windward showed the Select Board pictures and a video of the latest incidents.

Mr. Genereux provided the order from the dog hearing on June 6<sup>th</sup>, 2022. Mr. Bujak asked if the dogs had any collars on. Ms. Windward states the dogs were attached to the house and ripped them off. Mr. Phillips called Mr. Dursa up to speak. Mr. Dursa stated there has been a couple leashes broken, but they have a routine, and his house is far enough from his neighbors where they do not need to see each other. Mr. Dursa explained the story behind one of the incidents. Mr. Dursa explained it is intimidating for neighbors to be taking pictures out his house. Mr. Bujak asked how often the dogs go to the dog park. Mr. Dursa replied one to two times per day with no complaints or issues at the dog parks. Ms. Provencher asked if the Animal Control Officer had seen him. Mr. Dursa replied that he has and that he has been cited. Mr. Dursa said there has been no dog bites or property damage, just getting off leash. Mr. Duggan stated dogs get out sometimes, but you must learn from that. Mr. Duggan stated it's not fair to the neighbor. He recommends a smart collar. Mr. Phillips stated that back in June, the Select Board issued an order stating the dog could not be outside unless they were leashed. If they can get away, they are not in control of dogs. Everyone has right to not have other dogs in their yard. The Select Board issued a fine at that time. The Select Board did not take action earlier in the Fall because a fence was going in, but this issue needs to end. Mr. Dursa stated Kelley submitted a letter discussing the issue. Mr. Dursa stated there is always a chance they could get out. Mr. Phillips stated they need to maintain control over the dogs. Mr. Phillips stated the options are do nothing, issue fines, issue additional orders, banish the dogs, or put the dogs to sleep. The dogs being put to sleep is not an option.

Mr. Bujak stated he wants to see an electric fence get installed. Mr. Duggan stated Mr. Dursa could get a cheaper shock collar, and that he understands there may be some restrictions at home. The Police Chief stated that the department's records are accurate and thorough. Audio of the radio is recorded. There is a code for unfounded claims.

**Motion 112122-1b:** A motion was made by Mr. Duggan, seconded by Mr. Antanavica to order the residents of 75 Tobin Road to purchase a smart dog collar by midnight on Friday, November 23, 2022, and submit proof of purchase to the Police Chief. If this is not completed, 75 Tobin Road will be subject to fines for each Police call made to this point (\$800 total). **Motion carries 5-0-0.**

c. **6:45pm – Request approve to set up CERT team (Emergency Management Director)**

Mr. Genereux introduced Mr. Main regarding reestablishing the CERT team. Mr. Main provided an overview of what a CERT team does and stated they provide the town additional support during emergencies. Mr. Main stated when he was appointment Emergency Management

Director he would follow through on this initiative. Mr. Antanavica stated he is in support. Mr. Main stated that now that they are recognized by FEMA, the former CERT team is disbanded. Former members can be put back on following retraining. Ms. Provencher stated the CERT team helped with an ice storm in the past and it really helped. Mr. Duggan stated Bob Dupuis should be an honorary member. Mr. Bujak asked if there was any cost to this program. Mr. Main stated \$2,000 was already budgeted for this fiscal year and they put in a grant to help sustain the effort. There are no stipends as it is all volunteers. Mr. Phillips asked why to limit the CERT team to 10 members. Mr. Main stated 10 was a good starting point. Mr. Phillips stated the town will leave it open to offer more flexibility.

**Motion 112122-1c:** A motion was made by Mr. Antanavica, seconded by Ms. Provencher, to authorize the CERT team with no cap on members and move forward. **Motion carries 5-0-0.**

## **2. PUBLIC COMMENT PERIOD**

Mr. Greg Buteau, who was a virtual attendee, asked what the status was of the Moose Hill Grant. Mr. Genereux stated we got notified of the award but there is no contract paperwork yet. The engineer has already been notified. The scope of services will be established once the town gets a contract from the State. The primary goal of this study is to determine if Moose Hill is a viable water source. The Moose Hill Committee will meet once the town has the grant contract finalized.

## **3. CIVIC ANNOUNCEMENTS**

### **a. Tree Lighting – December 3, 2022**

## **4. RESIGNATIONS & APPOINTMENTS**

### **a. Appointment – Michael Dyson – Firefighter Recruit**

Chief Dupuis began the discussion. Mr. Dyson was not available at the last meeting, but he is here now. Mr. Dyson introduced himself. Mr. Phillips asked why he wanted to work for the town. Mr. Dyson stated this position is good experience before going to the Police Academy.

**Motion 112122-4a:** A motion was made by Mr. Antanavica, seconded by Ms. Provencher to approve the appointment. **Motion carries 5-0-0.**

### **b. Appointment – Susan Rowland – Regional Public Health Nurse (Health Dept.)**

Mr. Phillips stated that an appointment vote would not be taking place due to Ms. Rowland rescinding the offer.

*No motion was made by the Select Board.*

## 5. OTHER BUSINESS

### a. **Vote to place articles on the January 10, 2023, Special Town Meeting Warrant**

Town Administrator Genereux asked the Select Board to review the handout with the proposed warrant articles. The Select Board will make their recommendations later. This vote is to place the articles on the warrant. Warrant articles are under the Select Board's purview. Mr. Genereux provided an overview of all warrant articles. In total there were 9 articles, with two articles being contingent on the passing of Article 7- HCA Stabilization Fund. Mr. Duggan asked for there to be a handout for town meeting that provides a very abbreviated explanation of each article for the Special Town Meeting. Mr. Bujak asked where some of the warrant articles came from. Mr. Phillips stated that the town received submissions. Mr. Genereux stated the Article 7 article came from previous HCA discussions and outlines approved uses. Mr. Phillips stated allocating HCA funds for after school programs is not a bad idea and that they are growing in popularity. Members of the Select Board discussed the allocation of HCA funds and the restrictions set by the state. Mr. Phillips asked for there to be a line added in the Warrant Article #7 for Other Related Qualifying Items as determined by the Select Board. This would allow increased flexibility. Mr. Duggan commented that the town needs a plan for spending in its other parks going forward. Mr. Bujak stated the town may have too many parks based on its size.

**Motion 112122-5a:** A motion was made by Ms. Provencher seconded by Mr. Bujak to accept the articles. **Motion carries 5-0-0.**

### b. **FY2023 snow removal contract award (High School Property) – Evergreen**

Mr. Genereux started the discussion with how the town is on its way to maintain the property. The town met with Evergreen last week. The Select Board, in their packet, has a draft fixed three-year contract for \$64K per year. Mr. Antanavica commented that no extra costs are in the contract unless if snow had to be taken offsite but the town shouldn't have that issue. Mr. Phillips stated Evergreen has done a good job in the past. Mr. Genereux stated that if the town was dissatisfied, there is a 30-day termination clause in the contract. Mr. Bujak asked about the school properties. Mr. Genereux stated that the Highway Department does this but not the campus due to staffing limitation and equipment.

**Motion 112122-5b:** A motion was made by Mr. Antanavica seconded by Mr. Bujak to approve the contract. **Motion carries 5-0-0.**

### c. **2022 License Renewals**

- **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

**Motion 112122-5c.1:** A motion was made by Mr. Antanavica, seconded by Ms. Provencher, to approve the CV license renewals contingent upon payment of taxes and completion of necessary paperwork and inspections. **Motion carries 5-0-0.**

- **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

**Motion 112122-5c.2:** A motion was made by Ms. Provencher, seconded by Mr. Antanavica, to approve the general entertainment license renewals contingent upon payment of taxes and completion of necessary paperwork and inspections. **Motion carries 5-0-0.**

- **Junk Dealer**
  - i) Blue Collar Vintage Salvage, 468 Auburn St

**Motion 112122-5c.3:** A motion was made by Mr. Antanavica, seconded by Ms. Provencher, to approve the junk dealer license renewal contingent upon payment of taxes and completion of necessary paperwork and inspections. **Motion carries 5-0-0.**

- **Outdoor Business**
  - i) George MacDougall Christmas Trees, 449 Main St
  - ii) Cherry Valley American Legion, 167 Main St

**Motion 112122-5c.4:** A motion was made by Ms. Provencher, seconded by Mr. Bujak, to approve the outdoor business license renewals contingent upon payment of taxes and completion of necessary paperwork and inspections. **Motion carries 5-0-0.**

- **Games**
  - i) Cherry Valley American Legion, 167 Main St
  - ii) Leicester Country Club, 1430 Main St

**Motion 112122-5c.5:** A motion was made by Ms. Provencher, seconded by Mr. Bujak, to approve the games license renewals contingent upon payment of taxes and completion of necessary paperwork and inspections. **Motion carries 5-0-0.**

- **Sunday Entertainment**
  - i) **Cherry Valley American Legion, 167 Main St**
  - ii) **Leicester Country Club, 1430 Main St**

**Motion 112122-5c.6:** A motion was made by Ms. Provencher, seconded by Mr. Bujak, to approve the Sunday entertainment license renewals contingent upon payment of taxes and completion of necessary paperwork and inspections. **Motion carries 5-0-0.**

- **Auto Body**
  - i) **Prestige Auto, 200 S Main St**
  - ii) **Classic Auto, 1323 Main St**

**Motion 112122-5c.7:** A motion was made by Ms. Provencher, seconded by Mr. Bujak, to approve the auto body license renewals contingent upon payment of taxes and completion of necessary paperwork and inspections. **Motion carries 5-0-0.**

- **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**

**Motion 112122-5c.8:** A motion was made by Mr. Antanavica, seconded by Ms. Provencher, to approve the motor vehicle license renewals contingent upon payment of taxes and completion of necessary paperwork and inspections. **Motion carries 5-0-0.**

- **Rental**
  - i) **Classic Auto, 1323 Main St**

**Motion 112122-5c.9:** A motion was made by Ms. Provencher, seconded by Mr. Bujak, to approve the rental license renewal contingent upon payment of taxes and completion of necessary paperwork and inspections. **Motion carries 5-0-0.**

- **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**

**Motion 112122-5c.10:** A motion was made by Ms. Provencher, seconded by Mr. Bujak, to approve the Class II license renewal contingent upon payment of taxes and completion of necessary paperwork and inspections. **Motion carries 5-0-0.**

- **Class III**
  - i) **Blue Collar Vintage Salvage, 468 Auburn St**

**Motion 112122-5c.11:** A motion was made by Ms. Provencher, seconded by Mr. Bujak, to approve the Class III license renewal contingent upon payment of taxes and completion of necessary paperwork and inspections. **Motion carries 5-0-0.**

d. **Discussion on potential creation of a Department of Public Works and Director of Public Works (DPW) Director position.**

Mr. Genereux began the discussion stating a meeting with the union will happen this upcoming Wednesday. With staff shortages, it is clear management needs to get down there. The Town has had discussions of a Public Works Department versus Highway Department. Mr. Phillips stated the town needs to move to a consolidated department for facilities and highway. Mr. Duggan asked who is in charge down there. Mr. Genereux stated he is doing the paperwork, and the prior foreman is staying on staff to complete work. Mr. Phillips stated this is a great opportunity to move staff to the facilities side. Mr. Antanavica additional discussions are needed about day-to-day operations. Mr. Phillips stated the town needs management down there. Mr. Duggan asked if there could be a management progression from a Highway Superintendent to DPW Director. Mr. Genereux stated the pay scale for the positions is different. Mr. Phillips asked if this can be added to the upcoming Select Board meeting agenda.

*No motion was made by the Select Board.*

## 6. MINUTES

## 7. REPORTS

### a. Student Liaison Reports

Ms. Chloe Bouchard was in attendance. She stated the Thanksgiving football game was at 10:15AM. Report cards are finalized on Power School. Ms. Bouchard reviewed the programming activities coming up at the school. Mr. Phillips asked who works at the food pantry. Ms. Bouchard stated the Student Council at the High School. Mr. Phillips stated the town should send a letter of thanks for the work the students are doing at the food pantry.

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

Mr. Genereux provided a recap of the Town Administrator's Report that was included in the Select Board meeting packet. Mr. Bujak asked for an update on Chapter 90 funds. Mr. Genereux stated reimbursements are pending. Mr. Bujak asked the free cash amount. Mr. Genereux stated it was \$1,446,620. Mr. Bujak asked about the Town Administrator's Office Performance Goals. Mr. Genereux stated the financial reporting package can be sent out, but they may be difficult to read. Mr. Bujak stated more performance goals are due at the beginning of December.

*No motion was made by the Select Board.*

**c. Economic Development Report**

Mr. Vitale provided a recap of the Economic Development Report that was included in the Select Board meeting packet. Mr. Phillips stated that State Representatives and Senators should be invited to future events. Mr. Bujak stated the town should court a gas station for near the new warehouse on Route 56. Select Board members discussed traffic counts and traffic flows in the area. Ms. Provencher suggested the slogan for Leicester should be *Central Gateway to Worcester*.

*No motion was made by the Select Board.*

**d. Select Board Reports**

Ms. Provencher said she apologized she should not attend Veteran's event due to health reasons. Mr. Bujak has no update. Mr. Duggan gave an 'atta-boy' to the Leicester Police Department and National Grid for their response to a recent accident. Mr. Duggan sent prayers to the accident victims. Mr. Antanavica thanked everyone who showed up to the Veterans Breakfast. Mr. Antanavica stated that he knows the Board gave the Town Administrator's Office Performance Goals, but it against their staff sitting in department offices. Mr. Antanavica stated that the Town Administrator's Office will get behind in their own work. Mr. Antanavica stated that in his own conversations, staff stated that the people making rules don't even go to their offices. Mr. Antanavica said the Board needs to be the ones that show up. Mr. Antanavica wished everyone a Happy Thanksgiving. Ms. Provencher stated she was happy Mr. Antanavica brought that up. Mr. Phillips stated that the Town Administrator's Office is not babysitting, and it is intended to be for learning and bonding purposes with office staff. Mr. Duggan stated that he finds it interesting and that he has received different feedback. Mr. Antanavica stated that it should be ten minutes once per week instead. Mr. Phillips stated the Performance Goals were agreed upon, and that the town will reevaluate after they are completed. Mr. Bujak stated these goals are for the entire office and allows the Town Administrator's Office to get a flavor for the day for staff. Mr. Phillips asked if the town could schedule an after action in December for the oil leak as well as a strategic planning session. Mr. Phillips wished everyone a Happy Thanksgiving and Happy Holidays.

**8. EXECUTIVE SESSION**

**Motion 112122-8.1:** A motion was made by Ms. Provencher to go into Executive Session, seconded by Mr. Bujak at 9:16PM. **Motion carries 5-0-0. (Roll Call Vote)**

- 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**

*A motion was made in Executive Session at 9:29PM. The motion will be announced at a future Select Board meeting.*

- 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. **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.**

*Ms. Provencher left at 9:50PM due to personal reasons.*

**Motion 112122-8.2:** A motion was made by Mr. Antanavica to continue the meeting past 10:00PM, seconded by Mr. Duggan at 9:59PM. **Motion carries 4-0-1. (Roll Call Vote – Ms. Provencher not in attendance)**

- d. **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**

*Mr. Antanavica left at 10:07PM prior to the discussion.*

**Motion 112122-8.3:** A motion to exit executive session was made by Mr. Bujak and seconded by Mr. Duggan at 10:30PM. **Motion carries 3-0-2. (Roll Call Vote – Ms. Provencher and Mr. Antanavica not in attendance)**

**Motion 112122-8.4:** A motion to adjourn was made by Mr. Bujak and seconded by Mr. Duggan at 10:30PM. **Motion carries 3-0-2. (Roll Call Vote – Ms. Provencher and Mr. Antanavica not in attendance)**

**ADJOURN**