



**PUBLIC NOTICE POSTING REQUEST
OFFICE OF THE LEICESTER TOWN CLERK
ORGANIZATION: Select Board Meeting**

RECEIVED
2024 MAR 21 PM 4:29
TOWN CLERK'S OFFICE
LEICESTER, MASS.

MEETING: X

PUBLIC HEARING:

DATE: March 25, 2024

TIME: 5:45pm

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

REQUESTED BY: Maria Cataloni, Executive Assistant

Agenda packet and associated documents can be found at www.leicesterma.org/bos. This agenda lists all matters anticipated for discussion; some items may be passed over, and other items not listed may be brought up for discussion to the extent permitted by law. 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://app.goto.com/meeting/534733493>

(571) 317-3122; Access Code: 534-733-3493

**CALL TO ORDER/OPENING
VETERANS POEM**

1. EXECUTIVE SESSION

- a. 5:45 – 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 G.L. c. 30A, § 21 (2) – Assessor Contract

2. SCHEDULED ITEMS

- a. 6:00 – Liquor License Transfer, Jan's Beer Mart, 385 Main Street
- b. 6:15 – Commercial Filming on HS Campus

3. CIVIC ANNOUNCEMENTS

- a. Town Meeting – May 7, 2024

4. OTHER BUSINESS

- a. Earth Day Cleanup – Jan Parke & CARE Group
- b. Winslow Ave (Former Middle School) – Permission for use for tech programing
- c. Knight Hall Use Discussion
- d. Approval of warrant articles – Spring Annual Town Meeting
- e. Project update

5. RESIGNATIONS AND APPOINTMENTS

- a. Appointment – Health Agent – Thomas Kampe
- b. Appointment – Principal Assessor – Kelli Robbins

6. MEETING MINUTES

- a. March 11, 2024
- b. February 27, 2024

ADJOURN

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: a4aa4c81-88b0-48f8-8c30-9e4345eea17e

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	New England Lotus Liquors Inc.	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 12/31/2023 2:36:13 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
New England Lotus Liquors, Inc.

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Arthur

Last Name:
Pearlman

Address:
[REDACTED]

City:
[REDACTED]

State:
MA

Zip Code:
[REDACTED]

Email Address:
[REDACTED]



Arthur Pearlman

Receipt from nCourt

1 message

customerservice@ncourt.com <customerservice@ncourt.com>

Sun, Dec 31, 2023 at 2:36 PM

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 95 Fourth Street, Suite 3
City: Chelsea
State: Massachusetts
Zip: 02150

Payment On Behalf Of

First Name: Arthur Last Name: Pearlman
Address 1: [REDACTED]
City: [REDACTED] State/Territory: MA Zip: [REDACTED]
Phone: [REDACTED]

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	New England Lotus Liquors Inc.	\$4.70	\$200.00

Receipt Date: 12/31/2023 2:36:13 PM EST

Invoice Number: a4aa4c81-88b0-48f8-8c30-9e4345eea17e

Total Amount Paid: \$204.70

Billing Information

First Name Arthur
Last Name Pearlman
Address 1 [REDACTED]
City [REDACTED]
State/Territory [REDACTED]
Zip [REDACTED]
Email [REDACTED]

Credit / Debit Card Information

Card Type [REDACTED]
Card Number [REDACTED]

IMPORTANT INFORMATION >>

Please include the payment receipt with your application. Thank you.

Please verify the information shown above. Your payment has been submitted to the location listed above.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR A TRANSFER OF LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input type="text"/> | | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

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



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L2051989664
Notice Date: January 3, 2024
Case ID: 0-002-261-588



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JESHANG CORPORATION
385 MAIN ST
CHERRY VALLEY MA 01611-3142

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, JESHANG CORPORATION is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development



Certificate of Compliance

Date: January 8, 2024

Letter ID: L0001180160

Employer ID (FEIN): XX-XXX3314

JESHANG CORPORATION
385 MAIN ST
CHERRY VALLEY MA 01611-3142

Certificate ID: L0001180160

The Department of Unemployment Assistance certifies that as of 05-Jan-2024, JESHANG CORPORATION is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- ☒ Transfer of License
☐ Alteration of Premises
☐ Change of Location
☐ Management/Operating Agreement
- ☐ Pledge of Inventory
☐ Pledge of License
☐ Pledge of Stock
☐ Other
- ☐ Change of Class
☐ Change of Category
☐ Change of License Type
(§12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

We are purchasing the assets of the business known as Jan's Package Store located at 385 Main Street, Cherry Valley, Leicester from Jeshang Corporation. In conjunction with that purchase, we are seeking to transfer the liquor license to New England Lotus Liquors, Inc., which will be doing business as Sunrise Discount Liquors.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

Off-Premises-15

TYPE

§15 Package Store

CATEGORY

All Alcoholic Beverages

CLASS

Seasonal

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number

FEIN

Entity Name

DBA

Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Five rooms on first floor for sales & storage. Two front entrances for sale. Two side doors and delivery door. Full cellar for storage of merchandise with one rear and one side door.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
<input type="text" value="Pallavibahen Patel"/>	<input type="text" value="President, Treasurer, Secretary & Director"/>	<input type="text" value="100%"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Upender Gupta"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="President, Treasurer, Secretary & Director"/>	<input type="text" value="100%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?
Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	01/01/2024
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name	Cherry Valley Realty Trust		
Landlord Phone		Landlord Email	
Landlord Address			
Lease Beginning Date	upon ABCC approval	Rent per Month	\$4,100.00
Lease Ending Date	10 yrs + 2 (5yr) options	Rent per Year	\$49,200.00
Will the Landlord receive revenue based on percentage of alcohol sales?		<input type="radio"/> Yes <input checked="" type="radio"/> No	

9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name:	Arthur M. Pearlman	Phone:	
Title:	Attorney	Email:	

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	\$475,000.00
C. Other* (Please specify)	0
D. Total Cost	\$475,000.00

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Nirmala and Ashok Gupta	\$475,000.00	Loan from parents	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Nirmala and Ashok Gupta are the parents of Upender Gupta and they are loaning their son the money to purchase the assets of this business.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? ☒ Yes ☐ No *Manager must be a U.S. Citizen
If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No
If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
2013	2021	Student		
2017	2023	Manager	Rcok and Smoke Shop, LLC	Ashok Gupta

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 13.

☐ Yes ☒ No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

13F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

APPLICANT'S STATEMENT

I, Upender Gupta the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory


of New England Lotus Liquors, Inc.
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

01/29/2024

Title:

President, Treasurer, Secretary & Director

CORPORATE VOTE

The Board of Directors or LLC Managers of

New England Lotus Liquors, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Leicester

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

01/29/2024

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | <input type="checkbox"/> Change of DBA | |

"VOTED: To authorize

Upender Gupta

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Upender Gupta

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

A true copy attest,


Corporate Officer /LLC Manager Signature


Corporation Clerk's Signature

UPENDER GUPTA
(Print Name)

UPENDER GUPTA
(Print Name)

The Commonwealth of Massachusetts, William Francis Galvin Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Minimum Filing Fee:
\$250.00

Identification Number: 001724411 (number will be assigned)

ARTICLE I

The exact name of the corporation is:

NEW ENGLAND LOTUS LIQUORS, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Specify if you want a more limited purpose:

TO CARRY ON A GENERAL MERCANTILE BUSINESS IN ANY STATE OR TERRITORY OF THE UNITED STATES AND ANY FOREIGN COUNTRY.

TO BUY, LEASE, OR OTHERWISE ACQUIRE, AND TO HOLD, SELL, ASSIGN, TRANSFER, MORTGAGE, PLEDGE, OR OTHERWISE DISPOSE OF, AND DEAL IN, PERSONAL PROPERTY OF ALL KINDS WHEREVER LOCATED.

TO BUY, LEASE, OR OTHERWISE ACQUIRE, HOLD, IMPROVE, MAINTAIN, SUPERVISE, OPERATE, EXCHANGE, SELL, LEASE, PLEDGE, MORTGAGE, OR OTHERWISE DISPOSE OF REAL ESTATE OR INTERESTS THEREIN, IN ANY STATE OR TERRITORY OF THE UNITED STATES AND ANY FOREIGN COUNTRY, BUT ONLY AS MAY BE NECESSARY OR INCIDENTAL TO CARRYING ON ANY PART OR PARTS OF THE BUSINESS OF THE CORPORATION.

TO SUBSCRIBE FOR, BUY, ACQUIRE, HOLD, SELL, ASSIGN, TRANSFER, MORTGAGE, PLEDGE, OR OTHERWISE DISPOSE OF, AND TO DEAL IN, STOCKS, BONDS, NOTES, OBLIGATIONS AND SECURITIES OF ANY CORPORATIONS, JOINT STOCK COMPANIES, TRUSTS, ASSOCIATIONS, FIRMS, OR PERSONS AND THE BONDS AND SECURITIES OF THE UNITED STATES, AND OF ANY STATE THEREOF, AND OF ANY STATE THEREOF, AND OF ANY COUNTRY, DISTRICT OR MUNICIPALITY, AND OF ANY AGENCY OF ANY OF THE FOREGOING AND OF ANY FOREIGN GOVERNMENT OR AGENCY, AND AS OWNER THEREOF TO EXERCISE ALL RIGHTS, POWERS AND PRIVILEGES OF OWNERSHIP, INCLUDING WITHOUT LIMITATION, THE RIGHT TO VOTE.

TO ACQUIRE THE GOODWILL AND PROPERTY OF ANY CORPORATION, JOINT STOCK COMPANIES, TRUSTS, ASSOCIATIONS, FIRMS OR PERSON, AND TO UNDERTAKE, GUARANTEE, ENDORSE OR ASSUME THE WHOLE OR ANY PART OF THE OBLIGATIONS OR LIABILITIES THEREOF, INCLUDING WITHOUT LIMITATION, LEASES AND CONTRACTS.

TO BORROW MONEY AND TO MAKE AND ISSUE BONDS, DEBENTURES, NOTES AND EVIDENCE OF INDEBTEDNESS OF THE CORPORATION AND TO SECURE THE SAME BY THE MORTGAGE, PLEDGE, OR OTHER TRANSFER OF ALL OR ANY PART OF ITS PROPERTIES.

TO LEND MONEY OR CREDIT TO, TO GUARANTEE THE PERFORMANCE OF ANY CONTRACT, OR OBLIGATION, AND TO AID IN ANY OTHER MANNER, CORPORATIONS, JOINT STOCK COMPANIES, TRUSTS, ASSOCIATIONS, FIRMS, AND OBLIGATION OF WHICH OR ANY INTEREST IN WHICH IS HELD BY THE CORPORATION, OR IN THE AFFAIRS OR PROSPERITY OF WHICH THIS CORPORATION HAS AN INTEREST, AND TO SECURE ANY SUCH UNDERTAKING MADE BY IT BY THE MORTGAGE,

PLEDGE OR OTHER TRANSFER OF ALL OR ANY PART OF ITS PROPERTIES.

TO ACQUIRE, HOLD, USE, SELL, ASSIGN, GRANT LICENSES IN RESPECT OF, MORTGAGE, OR OTHERWISE DISPOSE OF, ANY AND ALL INVENTIONS, IMPROVEMENTS, LETTERS PATENT OR COPYRIGHTS OF THE UNITED STATES OR OF ANY OTHER COUNTRY.

TO PURCHASE OR OTHERWISE ACQUIRE, AND TO HOLD, SELL, ASSIGN, TRANSFER, MORTGAGE, PLEDGE OR OTHERWISE DISPOSE OF AND DEAL IN, STOCK OF THE CORPORATION.

TO DO ANY OR ALL OF THE THINGS SET FORTH TO THE SAME EXTENT AS NATURAL PERSONS MIGHT OR COULD DO IN ANY PART OF THE WORLD AS PRINCIPALS, AGENTS, OR OTHERWISE, AND EITHER ALONE OR WITH OTHERS, AND TO BE EVERY ACT AND THING NECESSARY, CONVENIENT OR PROPER FOR THE ACCOMPLISHMENT OF ANY OF THE OBJECTS HEREIN ENUMERATED, OR INCIDENTAL TO ANY OF THE POWERS HEREIN STATED, PROVIDED THE SAME BE NOT INCONSISTENT WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS APPLICATION FOR BUSINESS CORPORATIONS.

THE FOREGOING CLAUSES SHALL BE CONSTRUED BOTH AS OBJECT AND POWERS, AND IT IS EXPRESSLY INTENDED THAT NO SPECIFIC ENUMERATION SHALL RESTRICT IN ANY WAY ANY GENERAL LANGUAGE THAT NONE OF THE PURPOSES SET FORTH IN ANY OF THE ABOVE CLAUSES SHALL BE LIMITED OR RESTRICTED IN ANY WAY THE TERMS OF ANY OTHER CLAUSE, THAT EACH PURPOSE MAY BE PURSUED INDEPENDENTLY OF ANY OTHER PURPOSE FROM TIME TO TIME AND WHEREVER DEEMED DESIRABLE, AND THAT THE CORPORATION SHALL HAVE AND POSSESS ALL THE RIGHTS, PRIVILEGES AND POWERS NOW OR HEREAFTER CONFERRED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS UPON BUSINESS CORPORATIONS ORGANIZED UNDER SUCH LAWS.

TO CARRY ON ANY BUSINESS PERMITTED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS TO A CORPORATION ORGANIZED UNDER CHAPTER 156D.

NOTHING SHALL PROHIBIT THE ISSUANCE OF SECTION 1244 STOCK OR THE ELECTION TO BE AN S CORPORATION.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	1,500	0	100

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock of any class are:

ANY STOCKHOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER, DESIRING TO SELL OR TRANSFER SUCH STOCK OWNED BY HIM OR THEM, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS, IN THE SAME MANNER FOLLOWING: HE SHALL NOTIFY THE DIRECTORS OF HIS DESIRE TO SELL OR TRANSFER BY NOTICE IN WRITING, WHICH NOTICE SHALL CONTAIN THE PRICE AT WHICH HE IS WILLING TO SELL OR TRANSFER AND THE NAME OF ONE ARBITRATOR. THE DIRECTORS SHALL WITHIN THIRTY DAYS THEREOF EITHER ACCEPT THE OFFER, OR BY NOTICE TO HIM IN WRITING, NAME A SECOND ARBITRATOR AND THESE TO NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY ARBITRATOR SHALL NEGLECT OR REFUSE TO APPEAR AT ANY MEETING APPOINTED BY THE ARBITRATORS, A MAJORITY MAY ACT IN THE ABSENCE OF SUCH ARBITRATOR.

AFTER THE ACCEPTANCE OF THE OFFER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTORS SHALL HAVE THIRTY DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION, BUT IF AT THE EXPIRATION OF THIRTY DAYS, THE CORPORATION SHALL NOT HAVE EXERCISED THE RIGHT TO SO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DISPOSE OF THE SAME IN ANY MANNER HE MAY SEE FIT. NO SHARES OF STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPLIED WITH, BUT THE BOARD OF DIRECTORS MAY IN ANY PARTICULAR INSTANCE WAIVE THE REQUIREMENT.

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

THE BOARD OF DIRECTORS, WHOSE NUMBER IS FIXED AT ONE (1) INDIVIDUAL, MAY MAKE, AMEND, OR REPEAL THE BY-LAWS OF THE CORPORATION, IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH, BY LAW, THE ARTICLES OF ORGANIZATION, OR THE BY-LAWS, REQUIRES ACTION EXCLUSIVELY BY THE STOCKHOLDERS ENTITLED TO VOTE THEREON; BUT ANY BY-LAW ADOPTED BY THE BOARD OF DIRECTORS MAY BE AMENDED OR REPEALED.

ALL MEETINGS OF STOCKHOLDERS OF THE CORPORATION MAY BE HELD WITHIN THE COMMONWEALTH OF MASSACHUSETTS, OR ELSEWHERE WITHIN THE UNITED STATES. THE PLACE OF SUCH MEETINGS SHALL BE FIXED IN, OR DETERMINED IN THE MANNER PROVIDED IN THE BY-LAWS.

EACH DIRECTOR OR OFFICER, PRESENT OR FORMER, OF THE CORPORATION OR OF ANY OTHER CORPORATION, A MAJORITY OF THE STOCK OF WHICH IS OWNED BY CORPORATION, SHALL BE INDEMNIFIED BY THE CORPORATION AGAINST ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, REASONABLY INCURRED BY OR IMPOSED UPON HIM IN CONNECTION WITH OR ARISING OUT OF ANY ACTION, SUIT OR PROCEEDING TO HAVE BEEN DERELICT IN THE PERFORMANCE OF HIS DUTY AS SUCH DIRECTOR OR OFFICER, OR IN RESPECT OF ANY MATTER ON WHICH ANY SETTLEMENT OR COMPROMISE IS EFFECTED, IF THE TOTAL EXPENSE, INCLUDING THE COST OF SUCH SETTLEMENT, SHALL SUBSTANTIALLY EXCEED THE EXPENSE WHICH MIGHT REASONABLY BE INCURRED BY SUCH DIRECTOR OR OFFICER IN CONDUCTING SUCH LITIGATION TO A FINAL CONCLUSION. THE FOREGOING RIGHT OF INDEMNIFICATION SHALL NOT BE EXCLUSIVE OF OTHER RIGHTS TO WHICH ANY SUCH DIRECTOR OR OFFICER MAY BE ENTITLED AS A MATTER OF LAW. IN DETERMINING THE REASONABLENESS OF ANY SETTLEMENT, THE JUDGMENT OF THE BOARD OF DIRECTORS SHALL BE FINAL.

NO CONTRACT OR OTHER TRANSACTION BETWEEN THIS CORPORATION AND ANY OTHER FIRM OR CORPORATION SHALL BE AFFECTED OR INVALIDATED BY REASON OF THE FACT THAT ANY ONE OR MORE OF THE DIRECTORS, STOCKHOLDERS, OR OFFICERS OF THIS CORPORATION IS OR ARE INTERESTED IN, OR IS A MEMBER, STOCKHOLDER, DIRECTOR OR OFFICER OF SUCH OTHER FIRM OR CORPORATION; AND ANY DIRECTOR, STOCKHOLDERS OR OFFICER, OR OFFICERS, INDIVIDUALLY OR JOINTLY, MAY BE A PARTY OR PARTIES TO, OR MAY BE INTERESTED IN, ANY CONTRACT OR TRANSACTION OF THIS CORPORATION WITH ANY PERSON OR PERSONS, FIRM, ASSOCIATION OR CORPORATION SHALL BE AFFECTED OR INVALIDATED BY REASON OF THE FACT THAT ANY DIRECTOR OR DIRECTORS, STOCKHOLDER OR STOCKHOLDERS OR OFFICER OR OFFICERS OF THIS CORPORATION IS A PARTY OR ARE PARTIES TO, OR INTERESTED IN, SUCH CONTRACT, ACT OR TRANSACTION, OR IN ANY WAY CONNECTED WITH SUCH PERSON OR PERSONS, FIRM, ASSOCIATION OR CORPORATION, AND EACH AND EVERY PERSON WHO MAY BECOME A DIRECTOR, STOCKHOLDER OR OFFICER OF THIS CORPORATION IS HEREBY RELIEVED FROM ANY LIABILITY

THAT MIGHT OTHERWISE EXIST FROM THUS CONTRACTING WITH THIS CORPORATION FOR THE BENEFITS OF HIMSELF OR ANY FIRM, ASSOCIATE, OR CORPORATION IN WHICH HE MAY BE OTHERWISE INTERESTED.

PURSUANT TO M.G.L.A. CHAPTER 156D § 8.03, THE BOARD OF DIRECTORS SHALL BE FIXED AT ONE (1) INDIVIDUAL.

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy): 01/01/2024 Time (HH:MM) 08:00 AM

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Agent name: UPENDER GUPTA

Number and street: 385 MAIN STREET

Address 2:

City or town: LEICESTER

State: MA

Zip code: 01611

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name	Address
PRESIDENT	UPENDER GUPTA	
TREASURER	UPENDER GUPTA	
SECRETARY	UPENDER GUPTA	
DIRECTOR	UPENDER GUPTA	

d. The fiscal year end (i.e., tax year) of the corporation:

December 31

e. A brief description of the type of business in which the corporation intends to engage:

PACKAGE STORE

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

Number and street: 385 MAIN STREET
Address 2:
City or town: LEICESTER State: MA Zip code: 01611
Country: UNITED STATES

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and street: 385 MAIN STREET
Address 2:
City or town: LEICESTER State: MA Zip code: 01611
Country: UNITED STATES

Which is:

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

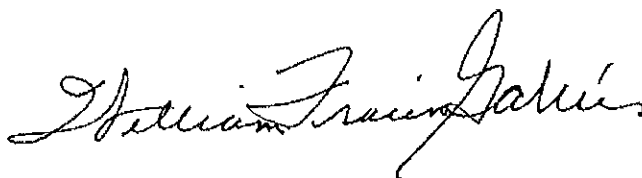
Signed this 19 Day of November, 2023 at 16:11 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

UPENDER GUPTA, PRESIDENT

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

November 19, 2023 03:58 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized "G" at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



JEAN M. LORIZIO, ESQ.
CHAIRMAN

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(OF EXISTING LICENSEE)</small>		LICENSEE NAME:	New England Lotus Liquors, Inc.	CITY/TOWN:	Leicester
---	--	----------------	---------------------------------	------------	-----------

APPLICANT INFORMATION

LAST NAME:	Gupta	FIRST NAME:	Upender	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:			
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:	
GENDER:	MALE	HEIGHT:		WEIGHT:	
EYE COLOR:					
CURRENT ADDRESS:					
CITY/TOWN:		STATE:	ZIP:		
FORMER ADDRESS:					
CITY/TOWN:		STATE:	ZIP:		

PRINT AND SIGN

PRINTED NAME:	Upender Gupta	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	---------------	-------------------------------	--

NOTARY INFORMATION

On this	29 th	day of January, 2024	before me, the undersigned notary public, personally appeared	Upender Gupta
(name of document signer), proved to me through satisfactory evidence of identification, which were				state driver's license
to be the person whose name is signed on the preceding attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.				
				 NOTARY



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCJL Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJL. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJL via mail or by fax to (617) 660-4614.

ASSET PURCHASE AGREEMENT

AGREEMENT made this 16th day of November, 2023 by and among **Jeshang Corporation** a Massachusetts corporation, doing business as **Jan's Package Store** located at 385 Main Street, Cherry Valley, Leicester, Massachusetts 01611 (the "Seller"), and **New England Lotus Liquors, Inc.**, a Massachusetts corporation with an office at 385 Main Street, Cherry Valley, Leicester, Massachusetts 01611 (the "Buyer").

WHEREAS, the Seller owns and operates a liquor store known as **Jan's Package Store** which business is located at 385 Main Street, Cherry Valley, Leicester, Massachusetts 01611 (the "Business"); and

WHEREAS, Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller, the Business upon the terms and conditions hereinafter set forth.

In consideration of One (\$1.00) Dollar and other valuable considerations by each of the parties hereto to the other paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter set forth, the parties have agreed and by these presents do hereby agree as follows:

1. SALE OF CERTAIN ASSETS. The Seller agrees to sell and the Buyer agrees to buy the following assets of the Business (the "assets"):

(a) Personal Property. All personal property now owned by the Seller, and used or usable in connection with the Businesses, including without limiting the generality of the foregoing, all furniture, fixtures and equipment, said personal property being more particularly described in the list attached hereto and marked "A" (the "Personal Property"). All Personal Property used in the Business and listed in Exhibit A is owned by, or shall be owned by, the Seller at the time of closing and conveyed to the Buyer free and clear of all licenses or encumbrances. Any equipment leases shall be paid off in full and terminated at the time of closing and conveyed to the Buyer free and clear of said lease or any liens related thereto.

(b) Inventory. The inventory of the Business as hereinafter described.

(c) Business and Good Will. The Buyer shall be given all rights of the Seller to the Business and good will of the Seller and all of Seller's right to use the name Jan's Package Store and the current telephone numbers of the Business.

(d) Transfer of Licenses. To the extent that they are transferable the Seller shall transfer to the Buyer all of the licenses currently used by the Seller in the operation of the Business, including the all alcohol package store license (the "liquor license") and the lottery sales agency license (the "lottery license") issued to the Seller.

The Personal Property and inventory shall be transferred by a general Bill of Sale of the Seller conveying, free from all claims, liens and encumbrances, all of the assets to be sold pursuant to the terms hereof.

2. EXCLUSIONS. The following items of personal property are excluded from this sale:

(a) Money either in the bank in the name of the Seller or on the premises at the time of closing.

(b) Accounts receivable.

(c) Loans to employees.

(d) Corporate records, minute books, income or corporate excise tax returns or records relating thereto, bank records, monthly or annual accounting reports or accounts payable vouchers, paid checks, general operating and receivable ledgers, cash receipt books, federal and state employee earnings reports, payroll records, journals, and other similar books and accounts, for any period or periods prior to the closing date.

3. PURCHASE PRICE. (a) For said Bill of Sale, conveyance and transfer, the Buyer, or its nominee, shall pay the total sum of Four Hundred and Seventy-Five Thousand and 00/100 (\$475,000.00) Dollars as follows:

(i) Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars has been paid upon the execution hereof, the receipt of which is acknowledged by the Seller; and

(ii) Four Hundred and Fifty Thousand and 00/100 (\$450,000.00) Dollars shall be paid in cash, certified or bank treasurer's check or wire transfer at the time of closing.

(b) Inventory. In addition to the purchase price set forth above, the Buyer shall pay to the Seller the amount of the inventory of usable and saleable products for sale in the regular course of the Seller's business the amount of which shall be no less than \$100,000.00 and no more than \$150,000.00. The amount of the inventory shall be determined by a professional service whose fee shall be paid equally by the Seller and the Buyer. The value of the inventory

shall be determined one (1) day prior to the anticipated closing date and, so long as the Buyer and Seller agree that the retail prices are acceptable to both, shall be calculated at the retail price for all items (liquor, wine, beer and tobacco products) less 25%. In the event that the parties do not agree as to the reasonableness of the retail prices, then the value of the inventory shall be determined by the most current invoices to the Seller. The inventory shall be paid by a wire transfer, bank treasurer's check or an attorney's IOLTA check or other good funds at the closing.

(c) Other Adjustments. Adjustments shall be made at the time of the closing for the following: license fees, utility deposits, and for all prepaid contracts and all other matters customarily adjusted at a closing for the sale of a business.

(d) Allocation of Purchase Price. The parties agree that the purchase price to be paid by the Buyer pursuant to the terms of this Agreement shall be allocated by mutual agreement of the parties prior to the closing.

(e) Purchase of Real Estate at 385 Main Street, Cherry Valley, Leicester, Massachusetts 01611. The parties acknowledge that the **Kamdhenyu LLC** ("K, LLC") and **Cherry Valley Realty Trust** (the "Trust") have executed a purchase and sale agreement (the "Real Estate Agreement") of even date for the purchase of the premises known and numbered as **385 Main Street, Leicester, Massachusetts 01611** (the "Real Estate"). The parties agree and acknowledge that this Agreement is contingent upon the sale of the Real Estate to the Trust, on the date of closing. In the event that the sale of the Real Estate to the Trust does not take place for any reason whatsoever, excepting Buyer's breach of its obligations hereunder this Agreement or the breach by the Trust of its obligations under the Real Estate Agreement, then, in that event, all monies held by the Seller hereunder or by K, LLC pursuant to the Real Estate Agreement shall be returned forthwith to the Buyer and/or the Trust and there shall be no further recourse by any party against the other hereunder or under the Real Estate Agreement.

4. REPRESENTATIONS AND COVENANTS OF SELLER. The Seller warrants, represents and covenants the following:

(a) The Seller is a Massachusetts limited liability company and as of the date of closing will be in good standing and legally existing.

(b) As of the date of closing, the Seller will be the owner and will have good and marketable title to all assets being sold, free and clear from all encumbrances except with regard to any assets otherwise noted on Exhibit A.

(c) The Seller, to its knowledge, has complied with all laws, rules and regulations of the town, state and federal governments relative to the operation of a package store business.

(d) The Seller has not entered into any contract to sell or mortgage the Business or any portion thereof other than with the Buyer.

(e) As of the date of closing there will be no litigation or other proceedings pending known or threatened against the Seller.

(f) The Bill of Sale and instruments of assignment to be delivered at the closing will transfer to the Buyer all of the Personal Property used by the Seller at the location of the Business except with regard to any Personal Property otherwise noted on Exhibit A attached hereto.

(g) The Bill of Sale will state that this conveyance and transfer is free and clear from all encumbrances and will contain the usual warranties of title which will survive the closing.

(h) The Business will be conducted up to the date of the closing in accordance with all laws, rules and regulations of the town, state and federal governments.

(i) No judgments or liens will be outstanding at the time of closing against the Seller or against the Business.

(j) As of the date of closing the financial records of the Business given by the Seller to the Buyer shall have been true and accurate.

(k) Seller has not entered into any contracts regarding the Business which will be in effect at the time of closing except as otherwise disclosed on Exhibit B attached hereto.

(l) The Seller has paid or will pay prior to closing all social security, withholding and unemployment taxes relating to the operation of the Business and due and payable by it to the town, state and federal governments prior to the closing date.

(m) The Seller has filed or will file, prior to the closing or within ninety (90) days thereafter, all tax returns required by law to be filed for all periods prior to the closing and has paid or will pay all taxes due and payable by Seller to the federal, state, county or town governments for all periods prior to the closing.

(n) At the time of closing, all furniture, furnishings, fixtures and equipment shall be in working condition. The Buyer shall have the right to inspect the furniture, furnishings, fixtures and equipment at any time prior to closing to insure Seller's compliance herewith.

5. NO ASSUMPTION OF LIABILITIES. The parties agree and acknowledge that the Buyer is not assuming any liabilities or obligations of the Seller whatsoever with regard to the Business unless expressly set forth herein. All amounts owed to liquor distributors and to the Massachusetts State Lottery Commission shall be paid in full prior to the closing or from the sale proceeds.

6. CLOSING. The closing shall take place at the Buyer's lender's counsel's office in or within thirty (30) days after the transfer of liquor license has been approved by the ABCC, unless some other time and place shall have been mutually agreed upon.

At the closing, and as a condition precedent to the payment of the purchase price provided for in Paragraph 3 hereof, the Seller shall deliver to the Buyer the following documents:

(a) A Bill of Sale conveying good title to the Personal Property with the usual warranties of title in accordance with this agreement, free from all encumbrances.

(b) A Certificate of Good Standing issued by the Secretary of State's Office of the Commonwealth of Massachusetts.

(c) A Waiver of, or Compliance with, General Laws Chapter 62C, Section 52 for the Seller issued by the Massachusetts Department of Revenue.

(d) A vote of all of the issued and outstanding shares of the stock of the Seller entitled to vote, authorizing the sale of the Business to the Buyer.

(e) Any other documents reasonably required by the Buyer's counsel in order to effectuate the transfer contemplated herein.

7. COVENANT NOT TO COMPETE. The Seller and its principals agree that they shall each execute a Covenant Not to Compete at the closing pursuant to which the Seller and its principals shall agree not to engage in the package store business or any other business involving the sale of alcoholic beverages at retail as owner, partner, stockholder, employee or in any other capacity for a period of five (5) years within a radius of five (5) miles of the Business; further, the Seller and its principals agree not to use the name Jan's Package Store or any variant thereof in connection with any business competing directly or indirectly with the Buyer. This section shall not apply to any business in which Seller or its principals currently own an interest.

8. RISK OF LOSS. The Seller assumes all risks of destruction, loss or damage due to fire or other casualty up to the date of closing. If the destruction, loss or damage is such that the Business is substantially interrupted or curtailed, or if the amount of the damage is

reasonably estimated to exceed the sum of Five Thousand and 00/100 (\$5,000) Dollars, then the Buyer shall have the option to terminate this Agreement, and all payments made hereunder shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. If the destruction, loss or damage is such that the Business is neither interrupted nor curtailed, the purchase price shall be adjusted by mutual agreement of the Buyer and Seller at the closing to reflect such destruction, loss or damage.

9. ACCEPTANCE OF BILL OF SALE. Except as herein otherwise provided, the acceptance of the Bill of Sale by the Buyer or his nominee shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are by the express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price.

10. SURVIVAL OF REPRESENTATIONS. All representations, warranties, and agreements made by the Seller in this agreement or pursuant hereto, except as otherwise expressly stated, shall survive the closing for a period of one year.

11. INDEMNITY. The Seller agrees to indemnify and save harmless the Buyer against any loss, costs and expenses, including reasonable attorney's fees, which the Buyer may incur or sustain by reason of any claims made against the Buyer for any obligation incurred by the Seller for which the Buyer becomes liable including (i) any claims successfully asserted against Buyer arising out of Seller's ownership of the Business prior to the closing or sale of the Business and not assumed by the Buyer in writing, and (ii) any claim successfully asserted arising pursuant to Seller's representations or warranties contained in this Agreement.

The Buyer agrees to indemnify and save harmless the Seller against any loss, costs and expenses including reasonable attorney's fees, which Seller may have or sustain by reason of Buyer's ownership of the Business after the closing or purchase of the Business.

12. EXTENSION OF TIME OF PERFORMANCE. If the Seller shall be unable to give title or to make delivery as above stipulated, any payments made under this Agreement shall be refunded and all other obligations of the parties hereto shall cease; PROVIDED, however, that Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for

performance hereof shall be extended for a period of thirty days. Seller shall not be required to expend more than \$2,500.00, including legal fees and costs, in the exercise of reasonable efforts.

13. DEPOSIT. All deposits made hereunder shall be held in escrow by Matthew S. Porter, Esquire and duly accounted for at closing.

14. BUYER'S DEFAULT. In the event of default of the Buyer hereunder, any deposit paid by the Buyer hereunder shall be retained by the Seller as liquidated damages, which shall be the sole remedy at law and in equity for the Seller.

15. BROKER. It is agreed by and between the parties that no broker or agent brought about the sale of the Business. If it should be determined that any broker or agent is due a commission the party engaging the services of such broker or agent shall be fully and solely obligated to pay such commission.

16. CONDITIONS OF SALE. This Agreement is subject to the following:

(a) The approval of the transfer from Seller or the direct procurement by Buyer from appropriate authorities, of the liquor license and the tobacco license. The Seller shall provide to the Buyer a Certificate of Good Standing from the Massachusetts Department of Revenue and Certificate of Compliance from the Massachusetts Division of Unemployment Assistance within ten (10) days after Buyer's written request therefor, which Buyer shall require in order to file an application for the transfer of the liquor license.

(b) The purchase of the Real Estate by the Trust, pursuant to the Purchase and Sale Agreement of even date. In the event that the Real Estate is not conveyed to the Trust, for any reason the within Agreement shall also terminate, in which event this Agreement shall be null and void and the Seller shall return all deposits made by the Buyer to the Buyer forthwith, and neither party shall have recourse against the other pursuant hereto, except that the Seller shall be entitled to retain all deposits made hereunder if this Agreement or the Real Estate Agreement (or either of them) is terminated as a result of the Buyer's or the Trust's default.

(c) The Seller and the Buyer agree that the Buyer's obligation to purchase the premises is conditioned upon the Buyer being satisfied, in his sole and absolute discretion, with the results of the Buyer's inspections, analysis, and other due diligence undertaken with respect to the Business. The Buyer's due diligence shall be at the Buyer's sole expense and shall include

the reviews of the Seller's 2021 and 2022 tax returns. A profit and loss statement shall be provided by Seller for year-to-date 2023 and its tax return for 2023 will be provided upon completion.

The Buyer shall undertake and complete its Due Diligence within fifteen (15) days after the date of execution hereof which shall be deemed to be the latest date of execution by a party hereto (the "Due Diligence Period"). In the event that the Buyer is not satisfied with the results of its Due Diligence, in its sole and absolute discretion, the Buyer may terminate this Agreement by delivering written notice of termination to the Seller within three (3) days after the expiration of the Due Diligence Period. In the event that the Buyer delivers written notice of termination as provided herein, all deposits shall be returned to the Buyer, this Agreement shall terminate and neither party shall have any further rights or liabilities hereunder except for those duties and obligations which expressly survive the termination of this Agreement.

If any of these conditions are not satisfied then all deposits hereunder shall be returned forthwith to the Buyer.

Buyer may not begin the transfer process of any license, including but not limited to the liquor license and lottery license, nor contact any Town or State agency or department regarding the potential sale of the assets or the real estate until the Buyer provides written notice to the Seller that Buyer has completed its inspection, analysis and other due diligence of the Business, pursuant to this Asset Purchase Agreement, and the Trust's inspections, reviews and other due diligence, pursuant to Section #32. (b) of the real estate Purchase and Sale Agreement, and stating that the Buyer and the Trust are satisfied with the results and waives those contingencies.

17. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable the Seller to make conveyance and transfer as herein provided, the Seller may at the time of delivery of the Bill of Sale and other instruments of transfer, use the purchase money or any portion thereof, to clear title of any or all encumbrances; PROVIDED, that all instruments so procured are recorded simultaneously, or reasonably thereafter, with the delivery of said Bill of Sale.

18. SELLER'S COOPERATION. Seller covenants that it will execute and deliver all such documents and instruments and take all such action as Buyer may reasonably request in order to further effectuate the purpose of this Agreement and to carry out the terms hereof. This covenant shall survive the closing.

19. NOTICES. All notices required hereunder shall be in writing by the party or the party's attorney and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by registered or certified mail, return receipt requested, all charges prepaid, or (c) when received via overnight delivery service, or (d) by electronic transmission, addressed:

if to the Seller: Matthew S. Porter, Esquire
Vieira & DiGianfilippo, LTD



if to the Buyer: Arthur M. Pearlman, Esquire



All notices given pursuant to the methods described in (a), (b), (c) and (d) hereunder shall be deemed effective only upon receipt by the party to whom such notice is addressed, within the time frame applicable to such notice. All notices given by registered or certified mail, pursuant to (b) hereunder shall be deemed effective upon mailing. Either party may notify the other of a new address, in which case such new address shall be employed for all subsequent mailings. The effective date of such notice of new address shall be determined by the method of notice used pursuant to (a), (b), (c) and (d) above.

20. BUYER'S NOMINEE. It is understood that the Buyer reserves the right to take title to the aforesaid assets in its own name or in the name of a nominee. Whenever the word Buyer is referred to herein, it shall include the nominee of the Buyer, if he elects to take title in the name of a nominee, however, the principal(s) of the Buyer must be the principal(s) of the nominee.

21. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives, provided that neither party shall assign any of its rights hereunder without the prior written consent of the other.

SELLER:

Jeshang Corporation

BUYER:

New England Lotus Liquors, Inc.

By: P. R. Patel

Pallavibahen Patel, President

By: U. Gupta

Upender Gupta, President

Date: 6th Nov-23Date: 11-16-23

C:\Users\U. Gupta\Desktop\Clients-Pallavi-Patel\U. Gupta, U. La Kester

☐ Exhibit A**Personal Property**☐ Exhibit B
Contracts

Exhibit A

Personal Property

Exhibit B
Contracts

Items not under contract but not owned by Seller:

Promissory Note

U.S. \$475,000.00

Cherry Valley, Leicester, Massachusetts

1. In return for a loan received, New England Lotus Liquors, Inc. doing business as Sunrise Discount Liquors at 385 Main Street, Cherry Valley, Leicester, Massachusetts 01611 (the "**Borrower**") promises to pay U.S. \$475,000.00 (this amount is called "**Principal**"), plus interest, to the order of the Lender. The Lender is Ashok Gupta and Nirmala Devi Gupta. The Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to received payments under this Note is called (the "**Note Holder**").
2. Interest will be charged on unpaid principal at a yearly rate of 0% until the full amount of principal has been paid.
3. Borrower will pay principal and interest by making payments of \$1,979.17 every month, beginning one month from this date and on the same date of each successive month until all of the principal and interest and any other Note charges have been paid. Monthly payments will be applied to interest before principal. If, twenty (20) years from the date of this Note Borrower still owes amounts under this Note, Borrower will pay those amounts in full on that date, which is called the "maturity date".
4. Borrower will make monthly payments at [REDACTED] or at a different place if required by the Note Holder.
5. Borrower may make a full prepayment or partial prepayments of principal without paying any prepayment charge.
6. If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, Borrower will pay a late charge to the Note Holder of 3% of the overdue payment of principal and interest.
7. If Borrower is in default and remains in default for 15 days after notice thereof, the Note Holder may thereafter, by giving notice to Borrower, require payment of the full amount of principal which has not been paid and all the interest owed on that amount. If Note Holder shall give Borrower such notice demanding immediate payment in full, Borrower shall then have 15 days to make such full payment.

If the Note holder requires immediate payment in full as described above, the Note Holder shall have the right to be paid for all of its costs and expenses in enforcing this Note, including reasonable attorneys' fees.

8. Any notice that must be given to Borrower under this Note shall be given by delivering it or by mailing it by first class mail to Borrower at the address specified above or at a different address if Borrower gives the Note Holder a notice of a different address.
9. If more than one Borrower signs this Note, each Borrower is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any guarantor, surety or endorser of this Note is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this note against each signer individually or against all signers together.
10. Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

Borrower:

New England Lotus Liquors, Inc.

Borrower:

By: _____

Upender Gupta, President

Upender Gupta, Individually

Date: March ____, 2024

LEASE

Lease made this ____ day of March, 2024, by and between Cherry Valley Realty Trust, c/o Nirmala Devi Gupta, Trustee, [REDACTED] (hereinafter called "**LESSOR**") and New England Lotus Liquors, Inc., a Massachusetts corporation, with an address of 385 Main Street, Cherry Valley, Leicester, Massachusetts 01611, (hereinafter called "**LESSEE**").

I. LEASED PREMISES

The Lessor hereby demises and leases unto the Lessee the first floor store and basement of the building located at 385 Main Street, Cherry Valley, Leicester, Massachusetts 01611 (the "**PREMISES**"), containing a liquor store along with the parking areas.

II. Use of Leased Premises:

The Premises are to be used by the Lessee for a liquor store.

III. Term of Lease:

The term of this Lease shall be for ten (10) years commencing on April 1, 2024 or the date on which Lessee completes the transfer of liquor license and it's purchase of Jan's Package Store, whichever occurs last and ending Ten (10) years from the commencement date. The Lessee shall hold said Premises hereby leased during the full term of this Lease and pay annual rent of \$ 49,200.00 in twelve equal monthly installments of \$4,100.00.

IV. Real Estate Taxes, Etc.:

The Lessee shall pay zero (0%) percent of the real estate taxes levied by the Town of Leicester on the Premises during the ten (10) year term or proportionately for portions of a year and in addition shall pay zero (0%) percent of all fire insurance premiums. Lessee shall pay all

of the liability insurance premiums, repairs and costs of maintenance for the leased Premises as well as all utilities and operating expenses.

V. Assignment:

The Lessee shall not assign this Lease, nor underlet the whole or any part of the demised Premises without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld or delayed.

VI. Payment of Rent:

The Lessee agrees that it will during said term and for such further time as the said Lessee or any person or persons claiming under it shall hold said Premises or any part thereof pay unto the Lessor and his assigns the said rent heretofore provided for upon the days hereinbefore appointed for the payment of rent during said term.

VII. Stock in Trade and Fixtures:

The Lessee's stock in trade and fixtures in the demised Premises shall be at the sole risk of the Lessee, except if loss, cost or damage in connection therewith is occasioned by the active negligence of the Lessor, his agents, servants or employees.

VIII. Maintenance of Premises:

The Lessee agrees to maintain the leased Premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this Lease, reasonable wear and tear, excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased Premises are now in good order and the glass whole. The Lessee shall not permit the leased Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste.

IX. Alterations, Additions and Signs:

The Lessee shall not make any alterations or additions to the leased Premises, without

first obtaining the written consent of the Lessor which shall not be unreasonably withheld or delayed. No exterior sign shall be installed or erected without first obtaining the written consent of the Lessor and the sign licensing authorities of the Town of Leicester. Lessee may, at Lessee's sole cost and expense make non-structural alterations without prior consent of Lessor.

X. Lessor's Access:

The Lessor or agents of the Lessor may, at reasonable times, upon reasonable notice and at no inconvenience to Lessee, enter to view the leased Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as lessor should elect to do and may show the leased Premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased Premises a notice for letting or selling the leased Premises or property of which the leased Premises are a part and keep the same so affixed without hindrance or molestation.

XI. Damage to Premises by Fire, Casualty or by Taking for Public Use:

A. Destruction of Premises:

In the event of destruction greater than twenty-five percent (25%) of the building or buildings located on the Premises during the term of this Lease, the Lease may be terminated by either party and written notice of same shall be given by the terminating party. In the event of a partial destruction of not more than twenty-five percent (25%) of the building or buildings located on the Premises during the term of this Lease from any cause covered by a standard Massachusetts policy of fire and extended coverage, all-risk property insurance, Lessor shall forthwith repair the same, provided the repairs can be made within ninety (90) days under the laws and regulations of applicable government authorities. Any such

partial destruction shall neither annul nor void this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while repairs are being made, any proportionate reduction being based on the extent to which the damage to the Premises shall interfere with the business carried on by Lessee in the Premises. If the repairs cannot be made in the specified time, Lessor may, at Lessor's option, make repairs within a reasonable time beyond the ninety (90) day limit, this Lease continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this section. In the event that Lessor does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this Lease may be terminated at the option of either party upon written notice to the opposite party. Any dispute between Lessor and Lessee relative to the provisions of this section shall be subject to arbitration in accordance with the rules and procedures of the American Arbitration Association.

B. Condemnation:

Rights and duties in the event of condemnation are as follows:

- (1) In the event twenty-five percent (25%) of the demised Premises or the building or buildings therein shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Lease shall cease and terminate at the option of either party hereto as of the date on which the title shall vest thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date. Written notice shall be given by the terminating party.
- (2) If less than twenty-five percent (25%) of the demised Premises or the building or buildings therein shall be taken or condemned, this Lease and the term hereof shall not cease or terminate, but the rent

payable after the date on which Lessee shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by Lessee as the parties may agree or as shall be determined by arbitration in accordance with the rules and procedures of the American Arbitration Association.

- (3) In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to Lessor without any deduction therefrom for the value of the unexpired term of this Lease or for any other estate or interest in the demised Premises now or later vested in Lessee. Lessee assigns to Lessor all his right, title, and interest in any and all such awards.
- (4) In case of any governmental action not resulting in the taking or condemnation of any portion of the demised Premises but creating a right to compensation therefor, or if less than a fee title to all or any portion of the demised Premises shall be taken or condemned by any governmental force and effect without reduction or abatement or rent, then the rights of the parties shall be unaffected by the other provisions of this section, but shall be governed by applicable law.

XII. Insurance:

The Lessee, at his sole expense, shall provide public liability insurance, including death and personal injury of not less than \$1,000,000.00 and property damage of not less than \$500,000.00 and name the Lessor as an additional insured.

XIII. Lessee's Obligation at the End of Term:

The Lessee shall at the expiration of said term or any extension thereof, peaceably yield up to the said Lessor all and singular the Premises in such repair as the same are in at the commencement of said term.

XIV. Default, Insolvency, etc. of Lessee:

If the Lessee shall neglect or fail to perform and observe any of the covenants in this instrument, which on his part are to be performed and such default shall continue for a period of fifteen (15) days after the mailing of a written notice, postage prepaid from the Lessor to the Lessee specifying such default, or if the Lessee shall be declared bankrupt or insolvent according

to law, or if any assignment shall be made of any of his property for the benefit of creditors, then, and in any of the said cases, the Lessor or those having their estate in said Premises, lawfully may immediately or at any time thereafter and while such neglect or default continues and without further notice or demand, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of their former estate and expel the said Lessee and those claiming under him, and remove his effects (forcibly if necessary) without being taken or deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant and that upon entry as aforesaid the said term shall cease and be ended.

XV. Quiet Enjoyment:

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised Premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

XVI. Notice:

All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of summons or other legal process.

XVII. Total Agreement: Applicable to Successors:

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

XVIII. Applicable Law:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XIX. Time of the Essence:

Time is of the essence in all provisions of this Lease.

XX. Options:

Lessee shall have two, five (5) year, options to extend the Lease at market rate.

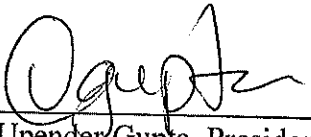
LESSEE:

New England Lotus Liquors, Inc.

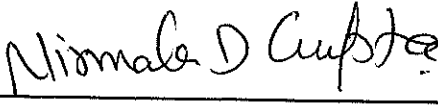
LESSOR:

Cherry Valley Realty Trust

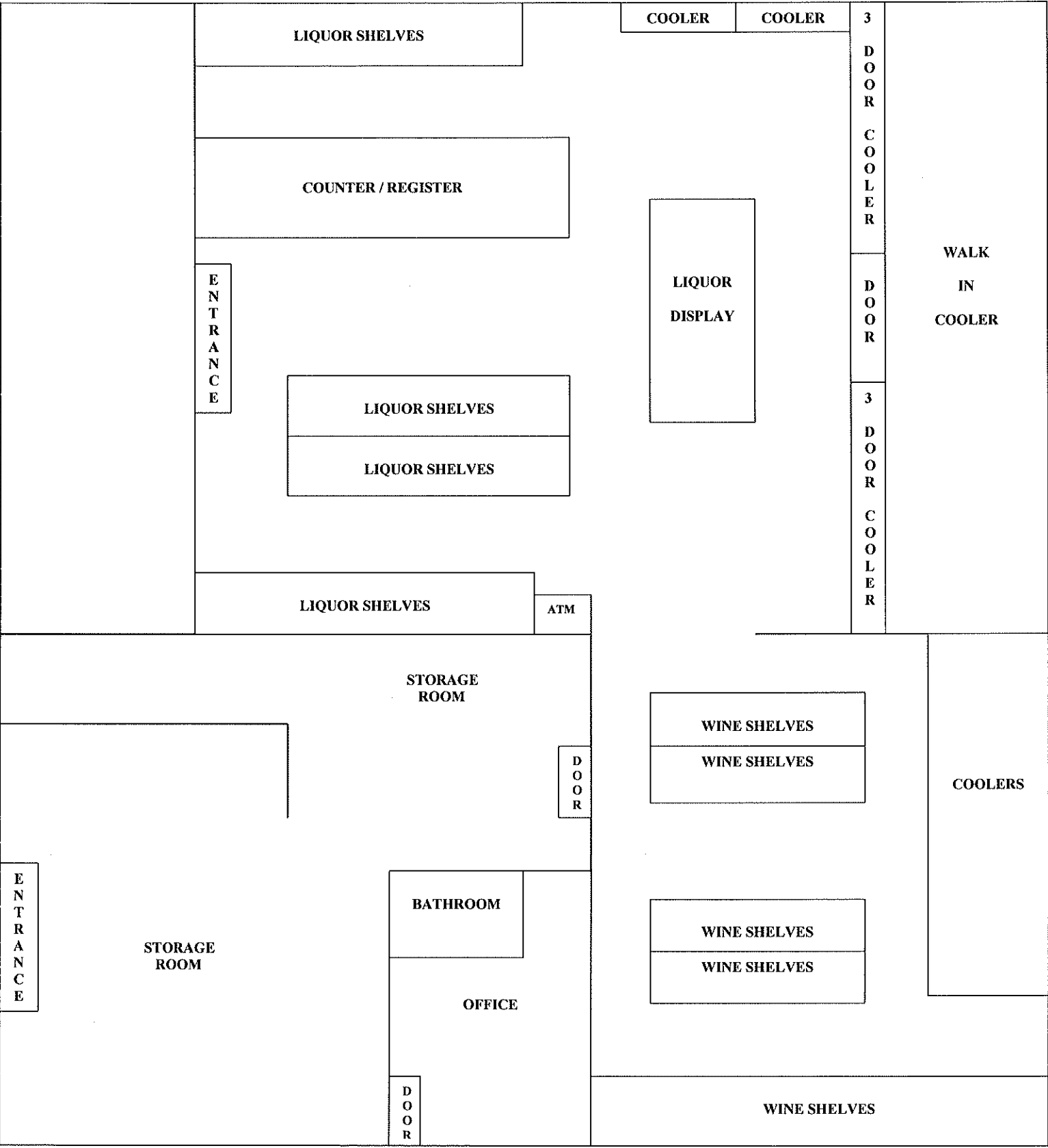
By: _____


Upender Gupta, President

By: _____


Nirmala Devi Gupta, Trustee

Floor Plan – 385 Main Street, Cherry Valley



LOCALiQ

NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

PROOF OF PUBLICATION

Maria Cataloni
Leicester Board Of Selectmen
3 Washburn SQ

Leicester MA 01524-1333

STATE OF MASSACHUSETTS, COUNTY OF WORCESTER

The Telegram & Gazette, a newspaper distributed in the county of Worcester, published in the City of Worcester, County of Worcester, State of Massachusetts printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

02/15/2024

and that the fees charged are legal.
Sworn to and subscribed before on 02/15/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$33.50

Order No: 9843768

Customer No: 692722

PO #:

PUB HEAR 3.4.24

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin


Public Hearing Transfer of Liquor License

Notice is hereby given pursuant to MGL Chapter 138, Section 15, that the Leicester Select Board will hold a public hearing on Monday, March 4, 2024 at 6:00pm at the Town Hall in the Select Board Conference Room, Lower Level, 3 Washburn Square, Leicester MA regarding an application to transfer an all-alcohol package store license for Jan's Beer Mart at 385 Main Street in Leicester from Jeshang Corporation, manager Pallavibahen Patel to New England Lotus Liquors Inc., manager Upender Gupta. Contact the Town Administrator's office at 508-892-7077 with any questions.


Affidavit

1. Our names are Ashok Gupta and Nirmala Devi Gupta;
2. We are the father and mother of Upender Gupta;
3. We are also the persons on Berkshire Bank Certificates of Deposit [REDACTED]
[REDACTED]
4. We are loaning \$475,000.00 to assist our son, Upender Gupta, with his purchase of a business in Leicester, Massachusetts;
5. Our assistance in providing these funds is a loan;
6. We do not have a beneficial or financial interest in New England Lotus Liquors, Inc. or any liquor license that may be obtained by New England Lotus Liquors, Inc.; and

Signed under the pains and penalties of perjury.



Ashok Gupta



Nirmala Devi Gupta

Date: January 27, 2024



LOCATION RELEASE FORM

I, the undersigned hereby grant permission to **West Productions** the right to enter and remain upon **The Property of Becker College-Leicester**, which shall include not only real property but any fixtures, equipment or other personal property thereat or thereon, located at: **964 Main St, Leicester, MA 01524**, with personnel and equipment (including without limitations, props, temporary sets, lighting, camera and special effects equipment) for the purpose of photographing scenes and making recordings of said Property in connection with the production of a digital media text on the following date(s):

3/26/24: 6AM - 6PM

3/27/24: 6AM - 6PM

3/28/24: 6AM - 10AM

This permission includes the right to take motion pictures, videotapes, still photographs and/or sound recordings on and of any and all portions of the Property and all names associated therewith, or which appear in, on or about the Property.

This permission also grants all rights of every nature whatsoever in and to all films and photographs taken and recordings made hereunder, including without limitation of all copyrights therein and renewals and extensions thereof, and the exclusive right to reproduce, exhibit, distribute, and otherwise exploit in perpetuity throughout the universe (in whole or in part) such films, photographs and recordings in any and all media, whether now known or hereafter devised, including without limitation in and in connection with the documentary video and the advertising and other exploitation thereof.

I certify that I have the full right and authority to enter into this agreement and grant the rights herein granted, and that the consent or permission of no other person, firm, or entity is necessary in order to enable you to exercise or enjoy the rights herein granted.

As compensation for **Producer's** use of the Premises during the term stated, payment of **\$6000.00** shall be made. Any additional cleaning fees and other misc. charges will be billed after the shoot.

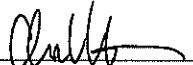
Rate for usage of premises and property:

ACCEPTED & AGREED TO:

SIGNATURE _____

NAME (please print): _____

ADDRESS:

SIGNATURE  _____

Chadwick Trentham | Creative Director & Owner - West Productions
West Productions
310 Via Metates
Oceanside, CA 92057



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2024

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

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

PRODUCER TCP Insurance 21250 Hawthorne Blvd Torrance, Ste 450 Torrance, CA 90503 www.TCPinsurance.com License # 6008301	CONTACT NAME: Certs Dept. PHONE (A/C, No, Ext): 800.726.3701 FAX (A/C, No): 310-318-9840 E-MAIL ADDRESS: Certs@TCPinsurance.com INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Great American Insurance Company</td><td>NAIC # 16691</td></tr><tr><td>INSURER B: Great American Alliance Insurance Co</td><td>NAIC # 26832</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Great American Insurance Company	NAIC # 16691	INSURER B: Great American Alliance Insurance Co	NAIC # 26832	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Great American Insurance Company	NAIC # 16691												
INSURER B: Great American Alliance Insurance Co	NAIC # 26832												
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INSURER F:													
INSURED Chadwick Trentham Productions LLC DBA: West Productions 310 Via Metates Oceanside CA 92057													

COVERAGES**CERTIFICATE NUMBER:** 79155007**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	SPP1280157	6/22/2023	6/22/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$4,000,000		\$
EACH OCCURRENCE	\$2,000,000																			
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GENERAL AGGREGATE	\$4,000,000																			
PRODUCTS - COMP/OP AGG	\$4,000,000																			
	\$																			
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	<input checked="" type="checkbox"/>	SPP1280157 Physical Damage \$125,000 Per Auto \$250,000 Aggregate Ded =10% Loss Subject to \$1,000 Min, \$7,500 Max.	6/22/2023	6/22/2024	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	SPP1280157	6/22/2023	6/22/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$5,000,000	AGGREGATE	\$5,000,000		\$								
EACH OCCURRENCE	\$5,000,000																			
AGGREGATE	\$5,000,000																			
	\$																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A	N/A	WC1280156	6/22/2023	6/22/2024	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
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E.L. DISEASE - EA EMPLOYEE	\$1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$1,000,000																			
A	Miscellaneous Rented Equipment	<input checked="" type="checkbox"/>	SPP1280157	6/22/2023	6/22/2024	\$500,000 Limit / \$1,000 Deductible														
A	Props, Set, Wardrobe	<input checked="" type="checkbox"/>	SPP1280157	6/22/2023	6/22/2024	\$25,000 Limit / \$500 Deductible														
A	Third Party Property Damage	<input checked="" type="checkbox"/>	SPP1280157	6/22/2023	6/22/2024	\$1,000,000 Limit / \$1,000 Deductible														

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

The Certificate Holder is named as Additional Insured and Loss Payee, but only with respect to claims arising from the negligence of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

Town of Leicester 3 Washburn Square Leicester MA 01524	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE TCP - Amanda Felix 
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ACORD 25 (2016/03)

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Town of Leicester, Massachusetts

Annual Town Meeting Warrant

Spring Annual Town Meeting – May 7, 2024 – 7:00PM

“In the Hands of the Voters”

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

DRAFT
Version VA2

Town Rules & Procedures Review

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

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

Town Meetings in Leicester are open only to registered voters.

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

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

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

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

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

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

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

Respectfully,

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 Seventh day of May, 2024 at 7:00 PM, then and there to act on the following articles, namely:

ARTICLE 1 PRIOR YEAR BILLS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of monies in order to pay bills from prior fiscal years or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$_____ from _____ to pay the prior year bills as listed in the May 7, 2024 Town Meeting warrant.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

This article is required for the payment of bills prior to July 1, 2023, that were not submitted by the close of the fiscal year.

VOTE REQUIRED FOR PASSAGE Requires a 4/5th's vote pursuant to MGL Chapter 44, §64

ARTICLE 2 DEPARTMENT AND/OR WARRANT ARTICLE TRANSFERS - FY2024

To see if the Town will vote to raise and appropriate, transfer from available funds in the Treasury, transfer from other budget accounts, adjust budgets, transfer to/from or adjust existing warrant articles such sums of money as may be necessary to defray expenses and fund various and diverse accounts in the Fiscal Year 2024 operating budget of the Town, any other warrant articles or take any action thereon.

PROPOSED MOTION #2A – BUDGET TRANSFERS

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

From	Amount	Reason
Total		

To	Amount	Reason
Total		

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This first request would amend the Fiscal Year 2024 operating budget by transferring funds from current fiscal year accounts that have forecast surpluses to accounts with projected shortfalls.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

PROPOSED MOTION #2B FUND TRANSFERS – WARRANT ARTICLES

I move that the Town vote to transfer the following sums, totaling \$_____ from _____ to the following warrant articles listed in the table below:

Account	Amount	Reason
Total		

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

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

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE 3 ELECTED OFFICIALS SALARIES

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

PROPOSED MOTION

I move the Town vote to set the rate of compensation to pay elected officials for Fiscal Year 2025 as detailed in the May 7, 2024, Spring Annual Town Meeting Warrant.

FISCAL YEAR 2025 ELECTED OFFICIALS PAY RATES	
<u>POSITION</u>	<u>PAY RATE</u>
TOWN CLERK	\$84,385
MODERATOR	\$87
SELECT BOARD – CHAIR	\$918
SELECT BOARD – MEMBERS (4) each	\$753
SCHOOL COMMITTEE – CHAIR	\$465
SCHOOL COMMITTEE – MEMBERS (4) each	\$205
PLANNING BOARD – CHAIR	\$334
PLANNING BOARD – MEMBERS (4) each	\$288
MODERATOR	\$85
BOARD OF HEALTH – CHAIR	\$334
BOARD OF HEALTH – MEMBERS (2) each	\$288
ASSESSOR – MEMBERS (3) each	\$621
TOTAL ELECTED SALARIES	\$88,761

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Compensation for elected officials is set by Town Meeting. The proposed FY 2025 elected officials pay rates have been increased by the same cost of living increase given other non-union staff.

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

ARTICLE 4 AMEND THE REVOLVING FUND BYLAW

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

PROPOSED MOTION

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

To amend Column C and D of the Leicester Schools Campus Use Revolving Fund as follows:

From:

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

To:

A Revolving Fund	B Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable from Fund	E Restrictions or Conditions on Expenses Payable from Fund	F Other Requirements/ Reports	G Fiscal Years
Leicester Schools Campus Use	Select Board/Town Administrator	Fees, charges and/or other receipts collected from the use of fields and facilities for athletic events, meetings, gatherings, and social functions on campus property. Lease and/or rental payments are excluded.	Costs associated with the operation of the property, including maintenance, repairs and groundskeeping.	None	None	Fiscal Year 2022 and subsequent years

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Leicester School Campus Use fund was established to take in any receipts received from the use of campus facilities to fund maintenance and repairs. At the time, the assumption was that the funds would come from user fees for use of the turf field or the gym. We did not anticipate that we would be establishing long term leases for housing through the Commonwealth. As funding for the maintenance of the campus now comes from the general fund, we are requesting that those lease funds be considered a general fund receipt. This change to the bylaw restricts the receipts going into the fund to athletic and other rental fees.

VOTE REQUIRED FOR PASSAGE Requires a simple majority

ARTICLE 5 FY 2025 OPERATING BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2024, and ending on June 30, 2025, as listed in the May 7, 2024, Annual Town Meeting Warrant or take any action thereon.

PROPOSED MOTION

I move the Town vote to approve the budgets of the several Town departments and Town Accounts as printed in the Annual Town Meeting Warrant for the Fiscal Year beginning July 1, 2023, in the aggregate amount of \$37,574,155 and to fund this amount from the following sources:

Transfer from other revenue:	\$35,000
Transfer from Bond Premium:	\$159,150
Transfer from Free Cash:	\$700,000

And the balance of the funds in the remaining sum of \$36,680,005 shall be raised and appropriated by taxation.

DEPT #	DEPARTMENT NAME	FY2023 BUDGET	FY2024 BUDGET	FY2025 PROPOSED	\$ CHANGE	% CHANGE
111	LEGAL					
	TOTAL	122,151	99,000	99,000	0	0.00%
114	MODERATOR					
	TOTAL	151	200	202	2	1.00%
122	SELECT BOARD					
	TOTAL	373,053	428,228	371,208	-57,020	-13.32%
130	RESERVE FUND					
	TOTAL	50,000	50,000	50,000	0	0.00%
131	ADVISORY BOARD					
	TOTAL	1,325	1,325	1,325	0	0.00%
135	ACCOUNTANT					
	TOTAL	160,746	168,592	171,337	2,745	1.63%
141	ASSESSORS					

Town of Leicester
Annual Town Meeting – May 7, 2024

	TOTAL	132,457	136,124	164,594	28,470	20.92%
145	TREASURER/COLL ECTOR					
	TOTAL	199,744	227,522	247,385	19,863	8.73%
147	TAX TITLE					
	TOTAL	16,000	32,000	32,000	0	0%
152	PERSONNEL BD					
	TOTAL	275	275	275	0	0%
155	IT DEPARTMENT					
	TOTAL	206,060	224,242	243,085	18,843	8.40%
161	TOWN CLERK					
	TOTAL	139,239	148,145	148,532	387	0.26%
162	ELECTIONS & REGISTRATIONS					
	TOTAL	51,700	37,700	51,360	13,660	36.23%
180	LAND USE					
	TOTAL	268,589	277,771	135,097	-142,674	-51.36%
192	TOWN OWNED BLDG MAINT					
	TOTAL	56,081	48,281	51,700	3,419	7.08%
DEPT #	DEPARTMENT NAME	FY2022 BUDGET	FY2023 BUDGET	FY2024 PROPOSED	\$ CHANGE	% CHANGE
197	TOWN HALL BLDG MAINTENANCE					
	TOTAL	86,909	86,909	92,205	5,296	6.09%
198	TOWN HALL TELEPHONES					
	TOTAL	7,400	6,400	7,400	1,000	15.63%
199	OTHER - GENERAL GOV					
	TOTAL	33,100	33,100	34,100	1,000	3.02%
210	POLICE DEPT					
	TOTAL	2,362,250	2,374,272	2,549,058	174,786	7.36%
220	FIRE DEPT					
	TOTAL	385,963	385,872	391,314	5,442	1.41%
232	EMERGENCY MANAGEMENT					
	TOTAL	6,467	6,546	6,627	81	1.24%
241	CODE DEPT					
	TOTAL	128,667	132,586	151,933	19,347	14.59%
292	ANIMAL CONTROL					
	TOTAL	34,954	35,484	36,025	541	1.52%
DEPT #	DEPARTMENT NAME	FY2023 BUDGET	FY2024 BUDGET	FY2025 PROPOSED	\$ CHANGE	% CHANGE
296	INSECT PEST CONTROL					
	TOTAL	7,850	7,850	14,700	6,850	87.26%

310	LEICESTER PULIC SCHOOLS					
	TOTAL	17,492,412	20,605,636	20,330,236	-275,000	-1.33%
420	DEPARTMENT OF PUBLIC WORKS					
	TOTAL	1,026,814	1,090,114	1,231,211	141,097	12.94%
423	SNOW & ICE					
	TOTAL	406,000	121,000	121,000	0	0%
424	STREETLIGHTS					
	TOTAL	35,000	35,000	35,000	0	0%
510	BOARD OF HEALTH					
	TOTAL	0	0	92,594	92,594	
541	COUNCIL ON AGING					
	TOTAL	109,342	111,800	113,969	2,169	1.94%
543	VETERANS SERVICES					
	TOTAL	76,808	108,477	76,150	-32,327	-29.80%
545	VETERANS GRAVES REG					
	TOTAL	2,400	2,400	2,400	0	0.00%
610	PUBLIC LIBRARY					
	TOTAL	239,386	244,236	254,333	10,097	4.13%
630	PARKS & RECREATION					
	TOTAL	6,450	6,450	6,450	0	0.00%
691	HISTORICAL COMM					
	TOTAL	950	950	950	0	0.00%
692	MEMORIAL DAY COMM					
	TOTAL	3,000	3,000	3,000	0	0.00%
710	MATURING DEBT PRINCIPAL					
	TOTAL	1,218,733	1,203,832	1,080,761	-123,071	-10.22%
751	MATURING DEBT INTEREST					
	TOTAL	293,828	255,321	220,272	-35,049	-13.73%
752	TEMPORARY LOAN INTEREST					
	TOTAL	216,700	743,889	964,009	220,120	29.59%
753	BOND ISSUE					
	TOTAL	1,100	0	0	0	-100.00%
911	WORC REG RETIREMENT					
	TOTAL	1,717,353	1,823,365	2,007,244	183,879	10.08%
DEPT #	DEPARTMENT NAME	FY2023 BUDGET	FY2024 BUDGET	FY2025 PROPOSED	\$ CHANGE	% CHANGE

912	WORKER COMPENSATION					
	TOTAL	219,863	252,842	290,768	37,926	15.00%
913	UNEMPLOYMENT COMP					
	TOTAL	32,000	142,000	78,000	-64,000	-45.07%
914	EMPLOYEE BENEFITS					
	TOTAL	2,776,782	3,365,365	3,699,601	334,236	9.93%
945	BONDING & INSURANCE					
	TOTAL	339,116	358,939	679,813	320,874	89.40%
911	SHARED MAINTENANCE EXPENSES					
	TOTAL	414,456	642,090	1,235,932	593,842	92.49%
Grand Total – All Budgets		31,459,714	36,064,728	37,574,155	1,509,426	4.19%

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This is the fiscal year 2025 operating budget for municipal and school services. Property tax proposed to be levied is within the allowances of Proposition 2 ½. We are utilizing the Governor's proposed revenue estimates for local aid.

Please note budget allocations as listed below:

Department	FY 24 Budget	FY 25 Budget	\$ Change	% Change
Municipal Budgets	6,671,851	6,987,519	315,669	4.73%
School Budget	20,605,236	20,330,236	-275,000	-1.33%
Intergovernmental Budgets	8,787,642	10,256,399	1,468,757	16.71%
Totals	36,074,728	37,574,155	1,509,426	4.19%

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 6 VOCATIONAL TUITION

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to fund the Vocational Tuition expenses for Leicester students for the fiscal year beginning July 1, 2024 or take any action thereon.

PROPOSED MOTION

I move the Town vote to raise and appropriate \$967,474 for Vocational Tuition expenses for the Fiscal Year beginning July 1, 2024.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

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

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 7 CENTRAL MASS REGIONAL PLANNING COMMISSION ANNUAL ASSESSMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the FY 2025 assessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate, or take any other action thereon.

PROPOSED MOTION

I move the Town vote to transfer from _____ the sum of \$_____ to fund the FY 2025 assessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate of \$_____.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

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

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 8 FY 2025 EMS (AMBULANCE) ENTERPRISE ACCOUNT APPROPRIATION

To see if the Town will vote to appropriate a sum of monies to fund the FY 2024 expenses of the EMS (Ambulance) Enterprise Fund, as established by the vote under Article 8 of the May 3, 2022, Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 1/2, said appropriation to be funded from ambulance receipts, charges, and other income as well as an appropriation from the general fund, or take any action thereon.

PROPOSED MOTION

I move that the Town vote to appropriate up to \$1,278,496 to fund the FY 2025 expenses of the EMS (Ambulance) Fund, as established by the vote under Article 8 of the May 3, 2022, Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 1/2, said appropriation to apportioned and funded as follows:

FY 2025 EMS (AMBULANCE) BUDGET	FY23 Budget	FY24 Budget	FY25 Budget	Dollar Change	Percent Change
Salaries	633,808	981,136	1,051,896	70,760	7.21%
Expenses	117,493	197,300	226,600	29,300	14.85%
Total Budget Appropriation	751,301	1,178,436	1,278,496	100,060	8.49%

\$1,278,496 anticipated to be charged to the EMS (Ambulance) Enterprise fund.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This is the second third of the Ambulance Enterprise Account.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 44, §53F ½.

ARTICLE 9 FY 2025 CABLE PEG ACCESS ENTERPRISE ACCOUNT APPROPRIATION

To see if the Town will vote to appropriate a sum of moneys to fund the FY 2025 expenses of the Cable Access Enterprise Fund, as established by the vote under Article 5 of the May 1, 2018, Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said appropriation to be funded by fees received pursuant to the Town's cable licensing agreement, or take any action thereon.

PROPOSED MOTION

I move that the Town vote to appropriate up to \$_____ to fund the FY 2025 expenses of the Cable Access Enterprise Fund, which was established by the vote under Article 5 of the May 1, 2018 Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said appropriation to be funded by funds available in the Cable PEG Access Enterprise Fund pursuant to the Town's cable licensing agreement.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The Department of Revenue requires the Town to budget for the funds received through Charter for Cable PEG Access operations. While these funds are exclusively for Cable Access operations, it must be approved by the voters annually at Town Meeting. There was no budget article at the Spring Town Meeting, so this article both raises and transfers funding from retained earnings to give LCAC access to all available funding in the account.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. c. 44, §53 F3/4.

ARTICLE 10 FUNDING OPERATIONAL COSTS OF THE LEICESTER HIGH SCHOOL CAMPUS AND ASSOCIATED PROPERTIES

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund operational costs for the Leicester High School Campus and associated properties or take any action thereon.

PROPOSED MOTION

I move the Town transfer \$_____ from _____ to fund operational costs of the Leicester High School Campus and associated properties.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article seeks funding for the costs to operate the former Becker College campus, now the Leicester High School Campus, including utilities (for buildings not being used for school use), insurance, repairs, grounds maintenance, and security.

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

ARTICLE 11 FY 2025 CAPITAL IMPROVEMENT PLAN

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the Capital Improvement Plan budget beginning July 1, 2023 and authorize the Select Board to enter into lease purchase agreement(s) for a term of years and to transfer from available funds a sum of money to pay for the initial installments of the lease/purchase agreement(s), or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$_____ from _____ to fund the Fiscal Year 2025 Capital Improvement Plan budget to fund the projects/items recommended by the Capital Committee, as listed:

DEPARTMENT	ITEM	AMOUNT

CAPITAL PLANNING COMMITTEE RECOMENDATION

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE 12 POLICE CRUISERS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to purchase and equip up to two (2) police vehicles or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$_____ from _____ to purchase and equip _____ police vehicle(s).

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The Police Department utilizes a fleet of ten (10) vehicles to meet the law enforcement needs of the residents of Leicester. This fleet of vehicles includes five (5) frontline marked police cruisers that are used daily. The Town has been following a fleet replacement schedule that includes the replacement of one to two cruisers annually to ensure the full use and reliability of the fleet.

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

**ARTICLE 13 TRANSFER PROCEEDS FROM SALE OF VICTORIAN PROPERTIES FROM
RECIPTS RESERVED FOR APPROPRIATION TO RECEIPTS RESERVED FOR
EXPENDITURE**

To see if the Town will vote to transfer from receipts reserved for appropriation to receipts reserved for expenditure a sum of money to pay debt principal associated with the borrowing to acquire the former Becker campus or take any action thereon.

PROPOSED MOTION

I move the Town transfer \$_____ from Receipts Reserved for Appropriation to Receipts reserved for Expenditure to pay debt principal associated with the borrowing to acquire the former Becker campus.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article seeks to transfer the funds acquired from the sale of the former Becker campus dormitories to reduce the debt on the purchase of the property. Total proceeds from the sale were \$1,235,000.

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

ARTICLE 14 BORROWING RECESSION

To see if the Town will vote to rescind an outstanding borrowing authorization, in the amount of \$7,000,157.00 which was authorized as part of the \$8,900,157 borrowing authorization voted as Article 3 of the October 20, 2015 special town meeting, or take any action thereon.

PROPOSED MOTION

I move that the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

VOTE REQUIRED FOR PASSAGE - Requires a simple majority vote

ARTICLE 15 BORROWING RECESSION

To see if the Town will vote to rescind an outstanding borrowing authorization, in the amount of \$400,000.00 which was authorized as part of the \$400,000 borrowing authorization voted as Article 8 of the October 19, 2019 special town meeting, or take any action thereon.

PROPOSED MOTION

I move that the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

VOTE REQUIRED FOR PASSAGE - Requires a simple majority vote

ARTICLE 16 ESTABLISH REVOLVING FUND ANNUAL SPENDING LIMITS

To see if the Town will vote to set annual spending limits for revolving accounts as detailed in the hands of the voters and as defined by Massachusetts General Laws, Chapter 44, § 53E½ for Fiscal Year 2025, or take any action thereon.

PROPOSED MOTION

I move the Town vote to set annual spending limits for revolving accounts as detailed in the warrant and as defined by Mass General Laws, Chapter 44, § 53E½, for Fiscal Year 2025.

Revolving Fund

**Spending
Limit:**

Leicester Schools Campus Use	\$500,000
Inspectional Services	\$50,000
Health Clinics	\$5,000
Senior Center Programs	\$10,000
Fuel Usage	\$35,000
Town Hall	\$15,000
Recycling	\$30,000
Police Training	\$5,000
Recreation	\$20,000
One-to-one Technology	\$25,000
DIS Fees	\$5,000
Library Copier	\$5,000
Tree Lighting	\$20,000

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

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

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE 17 EXEMPT THE POSITION OF POLICE CHIEF FROM CIVIL SERVICE

To see if the Town will vote the following to exempt the position of Police Chief from Civil Service:

Section 1. Notwithstanding the provisions of any general or special law to the contrary, the position of Police Chief in the Town of Leicester shall be exempt from the provisions of Chapter 31 of the General Laws.

Section 2. The provisions of Section 1 shall not impair the civil service status of any incumbent holding the office of Police Chief in the Town of Leicester on the effective date of this act.

Section 3. This act shall take effect upon its passage.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

VOTE REQUIRED FOR PASSAGE Requires a simple majority.

NEW ARTICLE

ARTICLE 18 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, 2026, 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, 2026, 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 reached retirement age in April of 2023. Special legislation was passed to allow him to work 1 year beyond his retirement date. The original goal was to have the Chief provide steady leadership while the Police Department, which had a number of vacancies, rebuilt its staff, and a new chief was recruited. The Town is in a better position due to a number of successful recruitments, but still faces challenges in recruiting a new Police Chief.

That process has been paused until the Chief's position can be removed from Civil Service, which is being sought through Article 17 of this Town Meeting. Once these two articles are passed by Town Meeting and enacted by the State Legislature, we will be able to move forward.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 19 AMMENDMENT TO ACCEPTANCE OF MGL CHAPTER 40, SECTION 57 – LOCAL LICENSES AND PERMITS; DENIAL, REVOCATION OR SUSPENSION FOR FAILURE TO PAY MUNICIPAL TAXES AND CHARGES (ORIGINALLY ACCEPTED ON 5/03/1993).

To see if the Town will vote to accept the current MGL Chapter 40 Section 57 as amended; eliminating the current minimum 12-month delinquency requirement and directing the tax collector to disseminate a delinquency list to the community's permitting or licensing boards on a more frequent schedule or take any action thereon.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The municipal modernization act had amended the law and removed the 12-month schedule of taxpayer delinquency. The amended law, which is subject to local acceptance eliminates the current minimum 12-month delinquency requirement and directs the collector to disseminate a delinquency list to the community's permitting or licensing boards on a more frequent schedule.

VOTE REQUIRED FOR PASSAGE Requires a simple majority.

ARTICLE 20 ACCEPTANCE OF UPDATED MGL CHAPTER 44, SECTION 54 – INVESTMENT OF FUNDS PURSUANT TO THE PRUDENT INVESTMENT RULE.

To see if the Town will vote to accept MGL Chapter 44, Section 54 (b)(1) of the General Laws, for the purpose of management of trust funds held in its custody as a combined investment pool for the purpose of investing said funds in accordance with the provisions of the Massachusetts Prudent Investor Act of Chapter 203C of the General Laws. If any provision of this paragraph conflicts with the terms of a bequest, trust, or other instrument that expresses the clear intent of the donor, then such funds may be managed and invested only in accordance with the terms of such bequest, trust, or other instrument or take any action thereon.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

Acceptance of this section of MGL will allow for Town trust funds to be invested in with stocks and other invests included on the Massachusetts Legal List for public investment. It will allow these funds to earn a better return with minimal risk of loss due to the quality of the available investments. If the terms of a bequest, trust, or other instrument expresses the clear intent of the donor to invest differently, the section mandates that the funds be invested according to the wishes of the donor.

VOTE REQUIRED FOR PASSAGE Requires a simple majority

ARTICLE 21 AMEND THE ZONING MAP (Table Amended)

To see if the Town will vote to amend the Zoning Map, by altering the district boundaries, as listed, by parcel, in the Spring Annual Town Meeting Warrant or take any action thereon.

Parcel ID	Address	Current Zone	Proposed Zone
17-B9	Main Street	HB-1/SA	BR-1/SA
18-B11	Lawton Spring	HB-1	BR-1
18-B12	1512 Main Street	HB-1	BR-1
18B-12.1	Main Street	HB-1	BR-1
18-B13	1500 Main Street	HB-1	BR-1
19-A1.1.0	Main Street	HB-1	BR-1
19-A1-0	1478 Main Street	HB-1	BR-1
19-A2	2 Shady Lane	HB-1	BR-1
19-A3	1 Shady Lane	HB-1	BR-1
19-A4	1472 Main Street	HB-1	BR-1
19-A5	1454 Main Street	HB-1	BR-1
19-A6	1438 Main Street	HB-1	BR-1
19-A7	1430 Main Street	HB-1/SA/R2	BR-1/SA/R2
19A-A1	1434 Main Street	HB-1	BR-1
19A-A2	1360 Main Street	HB-1	BR-1
19A-A4	1350 Main Street	HB-1	BR-1
19A-A5	1342 Main Street	HB-1	BR-1
19A-A6	1340 Main Street	HB-1	BR-1
19A-A7	1326 Main Street	HB-1	BR-1
26B-A2	1323 Main Street	HB-1	BR-1
26B-A1	1355 Main Street	HB-1	BR-1
26A-B28.1-0	1445 Main Street	HB-1	BR-1
26A-B28	1439 Main Street	HB-1	BR-1
18B-B5	1521 Main Street	HB-1	BR-1
18B-B6	2 Burncoat Street	HB-1	BR-1
18B-B7	6 Burncoat Street	HB-1	BR-1
18B-B10	18 Burncoat Street	HB-1	BR-1
18B-B12	Burncoat Street	HB-1	R1
18B-B13	30 Burncoat Street	HB-1	R1
18B-B14	Burncoat Street	HB-1	R1
18B-B15	32 Burncoat Street	HB-1	R1
18B-B16	38 Burncoat Street	HB-1	R1

18B-B17	40 Burncoat Street	HB-1	R1
18B-B17.1-0	42 Burncoat Street	HB-1	R1
18B-B18	52 Burncoat Street	HB-1	R1
27B-A22	Burncoat Street	HB-1	R1

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 22 AMMEND SECTIONS 5.5 AND 3.2.02 OF THE ZONING BYLAW TO ADD MIXED USE AND HORIZONTAL MIX TO THE HB-1 DISTRICT.

To see if the Town will vote to amend the Zoning Bylaws to include the addition of Mixed Use, Horizontal Mix to the HB-1 District to Section 3.2.02 (Schedule of Use), and Section 5.5 as described below:

5.5 Highway Business Industrial District 1 (HB-1 & HB-2)

5.5.01.2: HB-1 Mixed Use– (Horizontal Mix) - Mixed use developments shall have both a residential and a commercial component, regardless of the composition of uses, all mixed use projects shall be scaled to ensure consistency with the surrounding neighborhoods. Mixed use projects can utilize “horizontal” mixed use where commercial, office, and residential uses are designed as a single project, yet constructed in separate and distinct building footprints.

5.5.01.3 HB-1 Mixed Use, Horizontal Mix Density Requirements

Residential Density	
Units/Acre (max)	20
Units/Acre (minimum)	5

Minimum Commercial Requirements ^{1, 2}	
Overall Project Size	Minimum Commercial Building Area Required
Up to 3 Acres	1,500 square feet
3-5 Acres	2,500 square feet
5-7.5 Acres	3,500 square feet
7.5-10 Acres	4,500 square feet
10-15 Acres	5,500 square feet

15-20 Acres	6,500 square feet
20+ Acres	7,500 square feet

¹ The Planning Board may authorize a reduction in the amount of minimum commercial building area if the Board can make findings supported by substantial evidence, including market analysis submitted by the applicant, demonstrating that the goals and intent of the HB-1 zone are being achieved with the project as designed.

² The Planning Board may authorize a reduction in the minimum amount of commercial building area if the amount of mandatory land set aside 20% Open Space and 10% useable outdoor space.

5.5.01. 4 Design standards for Mixed Use, Horizontal Mix

1. Newly constructed buildings should not overwhelm or disregard the adjacent context with regard to building location, scale, bulk, massing, material, color, texture and fenestration.
2. Contemporary designs should respect the traditional character of their context and maintain the front setback established by neighboring buildings.
3. Distinguishing features, historic elements and examples of craftsmanship should not be removed or covered during the alteration of existing older structures. Where damaged, they should be restored or recreated.
4. Signage, awnings, light fixtures and other applied elements should not cover architectural details, and should be in scale with the building facade and its immediate context. Generally, materials that have been applied to cover older traditional facade elements should be removed and not replaced.
5. Materials used should be of high quality and durability, and should complement existing contextual materials.
6. Consider the effect of small-scale details on visual appeal for pedestrians.
7. Consider the effect of overall forms, materials and colors on visual appeal for drivers.
8. All service entrances, dumpsters and loading facilities should be located at the rear of buildings. They should be screened from view with solid wood fencing, a masonry wall and/ or landscaping from public streets and parking areas.
9. Equipment (such as air conditioner units or exhaust fans) should be screened from view, and located either in the rear of the building or on the roof. No equipment should be mounted on street facade(s), or be visible from the street or customer parking areas.
10. Break up long expanses of blank wall with pilasters to suggest structural bays, or vary massing and/ or roofline to provide visual interest.
11. Break up vertical massing with materials or trim that define a distinct base, middle and top
12. Colors should be complementary and harmonic, and not clash on any given facade. Developer should not use the entire building as a brand identity package in such a way that it becomes an "attractive nuisance."
13. Applied elements - Such as railings, awnings, signage and light fixtures - Should coordinate with, rather than overwhelm the proportions of the building.
14. If equipment is mounted behind louvered panels or other visual screen, screening should be oriented to conceal the equipment from view from any public way or private residence and finished to obscure.
15. Visible roof vents, and other roof elements and penetrations, should be finished to match adjacent roof color
16. Windows and Doors should reflect the style of the building itself in scale, proportion and construction. Storefront windows and doors can utilize modern framing systems, but it is preferred that glazing not extend to the ground.

17. Appropriately scaled lighting fixtures are recommended
18. Free-standing fixtures should be coordinated in appearance with building-mounted light fixtures
19. Landscape lighting is encouraged
20. Expanses of blank wall should be softened through the use of landscape treatments such as foundation plantings or trellises.
21. Chain link fencing is discouraged.
22. Landscaping should be designed with consideration of nearby building, walkways and parking areas.
23. Parking lots should be designed with landscaped islands, and islands between buildings, roads and walkways should be abundantly planned to create a strong horticulture character throughout the year
24. All landscaping shall be scaled appropriately for pedestrian traffic and properly maintained in a healthy condition or take any action thereon.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

VOTE REQUIRED FOR PASSAGE Requires a two-thirds majority vote.

ARTICLE 23 BATTERY ENERGY STORAGE FACILITIES BYLAW

To see if the Town will vote to amend the zoning bylaws to add the following Battery Energy Storage Bylaw as Section 5.19. The bylaw will include definitions added to Section 1.3, Additions to the Schedule of Uses under 3.2.05 and the following zones not outlined under Section 3.2: 3.30 Business Residential -1 Zone (BR-1), 3.32 Residential Industrial Business Zone (RIB), and 5.6 Greenville Village Neighborhood Business District (NB).

Section 1.3 Definitions

Battery(ies): A single cell or a group of cells connected together electrically in series, in parallel, or a combination of both, which can charge, discharge, and store energy electrochemically. For the purposes of this bylaw, batteries utilized in consumer products are excluded from these requirements.

Battery Energy Storage Management System: An electronic system that protects energy storage systems from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are detected.

Battery Energy Storage System (BESS): One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle. A Battery Energy Storage System is classified a Tier 1, Tier 2, Tier 3, or Tier 4 BESS as follows:

1. Tier 1 Battery Energy Storage Systems have an aggregate energy capacity equal to 250KWh or less and, whose purpose is to store energy from residential solar energy systems if in a room or enclosed structure, consisting of only a single energy storage system technology.
2. Tier 2 Battery Energy Storage Systems have an aggregate energy capacity equal to 250KWh or less and, whose purpose is to store energy from commercial solar energy

systems if in a room or enclosed structure, consisting of only a single energy storage system technology.

3. Tier 3 Battery Energy Storage Systems are defined as those that are interconnected to high voltage transmission lines and have an aggregate energy capacity greater 250 KWh but less than or equal to 10 MWh.
4. Tier 4 Battery Energy Storage Systems are defined as those that are interconnected to high voltage transmission lines and have an aggregate energy capacity greater than 10 MWh. The facility must comply with the State's most current electrical code (527 CMR. 12.00) and the State's most current Fire Code (527 CMR 1.00)

Cell: The basic electrochemical unit, characterized by an anode and a cathode, used to receive, store, and deliver electrical energy.

Commissioning: A systematic process that provides documented confirmation that a battery energy storage system functions according to the intended design criteria and complies with applicable code requirements.

Dedicated-Use Building: A building that is built for the primary intention of housing battery energy storage system equipment, is classified as Group F-1 occupancy as defined in the International Building Code, and complies with the following:

1. The building's only use is battery energy storage, energy generation, and other electrical grid-related operations.
2. No other occupancy types are permitted in the building.
3. Occupants in the rooms and areas containing battery energy storage systems are limited to personnel that operate, maintain, service, test, and repair the battery energy storage system and other energy systems.
4. Administrative and support personnel are permitted in areas within the buildings that do not contain battery energy storage system, provided the following:
 - a. The areas do not occupy more than 10 percent of the building area of the story in which they are located.
 - b. A means of egress is provided from the administrative and support use areas to the public way that does not require occupants to traverse through areas containing battery energy storage systems or other energy system equipment.

3.2.05 Transportation, Communication, Utility

	SA	R1	R2	B	CB	I	BI-A	HB-1	HB-2
Tier 3 and 4 Battery Energy Storage Systems (standalone)	N	N	N	SP	N	SP	SP	SP	SP
Tier 1 Residential Battery Energy Storage Systems	Y	Y	Y	Y	Y	Y	Y	Y	Y
Tier 2 Battery Energy Storage Systems	SP	SP	SP	SP	SP	SP	SP	SP	SP

Section 3.30 Business Residential -1 Zone (BR-1).

43: Tier 3 and 4 Battery Energy Storage Systems are prohibited

44: Tier 1 Residential Battery Energy Storage Systems are allowed

45: Tier 2 Battery Energy Storage Systems are allowed by Special Permit (Planning Board SPGA)

Section 3.32 Residential Industrial Business Zone (RIB)

E: Tier 3 Battery Energy Storage Systems are prohibited

3.32.B.o: Tier 1 Residential Battery Energy Storage Systems are allowed

3.32.B.p: Tier 2 Battery Energy Storage Systems are allowed by Special Permit (Planning Board SPGA)

Section 5.6 Greenville Village Neighborhood Business District (NB)

5.6.04.5: Tier 3 Battery Energy Storage Systems are prohibited

5.6.02.2.L: Tier 1 Residential Battery Energy Storage Systems are allowed

5.6.03.6 Tier 2 Battery Energy Storage Systems are allowed by Special Permit (Planning Board SPGA)

5.19 Battery Energy Storage Systems (BESS) (This Section Amended)

A. Purpose.

The purpose of this bylaw is to provide for the construction and operation of Battery Energy Storage Systems (BESS) and to provide standards for the placement, design, construction, monitoring, modification and removal of energy storage systems that address public safety, protection of the Town and private drinking water supply, minimize impacts on scenic, natural and historic resources of the Town of Leicester, and provide adequate financial assurance for decommissioning. The provisions set forth in this section shall take precedence over all other sections when considering applications related to the construction, operation, and/or repair of Battery Energy Storage Systems.

B. Definitions – Refer to definitions in Section 1.3

C. Applicability

1. Building-integrated Battery Energy Storage Systems

- a. Battery Energy Storage Systems that are building-integrated, whether a residential or commercial building, energy storage systems shall not be erected, constructed, installed, or modified as provided in this section without first obtaining a building permit from the Building Inspector.
- b. Building-integrated energy storage systems may be coupled with rooftop solar or behind the meter applications for peak shaving.
- c. Building-integrated battery energy storage systems may be located in any zoning district of the Town of Leicester.

2. Co-located Battery Energy Storage Systems

- a. Battery Energy Storage Facilities are encouraged to co-locate with solar photovoltaic installations, energy, power generation stations, and electrical sub-stations. Ware Zoning
- b. Battery Energy Storage Systems associated with on-site solar power generation shall be permitted in the same districts as Large-Scale Solar Arrays by Special Permit and Site Plan Review.

- c. If co-located with a solar photovoltaic installation, the BESS shall not exceed the necessary capacity and size generated by the output of the co-located solar photovoltaic installation.

3. Battery Energy Storage systems not associated with on-site solar generation shall only be permitted in the Business (B), Industrial (I), Business-Industrial A (BI-A), Highway Business-Industrial District 1, and Highway-Business-Industrial District 2, districts, and shall require a Special Permit and Site Plan Review from the Planning Board. Battery Energy Storage Systems not associated with on-site solar generation are prohibited in the Water Resource Protection Overlay District

- a. The nameplate capacity of an Energy Storage system shall not exceed the total kw of renewable energy being produced on the 3-phase distribution line that the energy storage system will be interconnected to.
- b. Modifications to, retrofits or replacements of an existing battery energy storage system that increase the total battery energy storage system designed discharge duration or power rating shall be subject to this bylaw.

D. General Requirements

1. In accordance with Section C above, all Tier 2, Tier 3 and Tier 4 battery energy storage systems shall require a special permit and site plan approval by the Planning Board prior to construction, installation, or modification as provided in this bylaw.
2. The construction, operation, and decommissioning of all battery storage energy storage systems shall be consistent with all applicable local, state, and federal requirements, including but not limited to all applicable environmental, safety, construction, fire, and electrical requirements.
3. A building permit and an electrical permit shall be required for installation of all battery energy storage systems.

E. Application Materials

1) In addition to requirements of Section 6.12 Site Plan Review the application for a Special Permit under this Section 5.20 shall include the following:

- a. A site plan prepared, stamped and signed by a Professional Engineer licensed to practice in Massachusetts, that shows the following:
- b. An existing condition plan with property lines and physical features, including topography and roads, characteristics of vegetation (trees mature, old growth, shrubs, open field, etc.), wetlands, streams, ledge, for the project site;

- 1) Proposed changes to the landscape of the site, including grading, vegetation clearing and planting, exterior lighting, screening vegetation or structures, driveways, snow storage, and storm water management systems; including total acreage of disturbed area, total vegetation cleared, not including mowed fields;
- 2) Trees with a DBH of 20" or greater within project parcel(s) shall be identified to determine tree loss, along with inventorying of diseased or hazard trees slated to be removed due to proposed development;
- 3) Property lines and physical dimensions of the subject property with contour intervals of no more than 10 feet;
- 4) Property lines of adjacent parcels within 300 feet.
- 5) Location, dimensions, and types of existing major structures on the property;
- 6) Location of the proposed battery energy storage structures, foundations, and associated equipment;
- 7) The right-of-way of any public road that is contiguous with the property;
- 8) Any overhead or underground utilities;
- 9) At least one color photograph of the existing site, measuring eight (8) inches by ten (10) inches;
- 10) Locations of active farmland and prime farmland soils, wetlands, permanently protected open space, Priority Habitat Areas and BioMap 2 Critical Natural Landscape Core Habitat mapped by the Natural Heritage & Endangered Species Program (NHESP) and "Important Wildlife Habitat" mapped by the DEP;
- 11) Locations of floodplains or inundation areas for moderate or high hazard dams;
- 12) Locations of local or National Historic Districts; and
- 13) Stormwater management and erosion and sediment control.
 - a. A preliminary equipment specification sheet that documents the proposed battery energy storage system components, inverters and associated electrical equipment that are to be installed, including manufacturer and model. A final equipment specification sheet shall be submitted prior to the issuance of building permit.
 - b. One- or three-line electrical diagram showing associated components, and electrical interconnection methods, with all NEC compliant disconnects and overcurrent devices.

- c. Contact information and signature of the project proponent, as well as all co-proponents, if any, and all property owners.
- d. Contact information and signature of agents representing the project proponent, if any;
- e. Contact information for the person(s) responsible for public inquiries throughout the life of the system.
- f. An operations and maintenance plan for Battery Energy Storage System. Such plan shall describe continuing battery energy storage system maintenance and property upkeep, as well as design, construction, installation, testing and commissioning information.
 - i) Energy Storage System technical specifications, including manufacturer and model.
- g. Electrical schematic.
- h. Documentation that shows the owner of the Energy Storage System has site control, which shall include easements and access roads.
- i. Documentation that shows the owner of the Energy Storage System has notified the electric utility of this installation.
- j. Emergency Operations Plan. A copy of the approved Emergency Operations Plan shall be given to the system owner, the local fire department, and local fire code official. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders. The emergency operations plan shall include the following information:
 - 1. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe startup following cessation of emergency conditions.
 - 2. Procedures for inspection and testing of associated alarms, interlocks, and controls.
 - i.) This includes hazmat appliances for conducting atmospheric monitoring with a scientific officer to support.
 - 3. Procedures to be followed in response to notifications from the Battery Energy Storage Management System, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure.
 - 4. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.

5. Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment when an SDS is not required.
6. Procedures for dealing with battery energy storage system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged battery energy storage system equipment from the facility.
7. Other procedures as determined necessary by the Town to provide for the safety of occupants, neighboring properties, and emergency responders.
8. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.
 - i.) Trainings must be provided and organized by the applicant.
- k. Proof of liability insurance: The applicant shall be required to provide evidence of liability insurance in an amount and for a duration sufficient to cover loss or damage to persons and property caused by the failure of the system.
- l. A noise study, prepared by a qualified individual with experience in environmental acoustics, to assess the impact of all noise sources generated from the project to abutting properties, and determine the appropriate layout, design, and control measures. The report should include details of assessment methods, summarize the results, and recommend the required outdoor as well as any indoor control measures.

F. Design and Site Standards

1. In addition to the standards for Special Permit and Site Plan Review in the Zoning Bylaw, the applicant shall adhere to the following standards and provide such information on the site plan:

- a. Utility Lines. All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility.
- b. Signage. The signage shall include the type of technology associated with the systems, any special hazards associated, the type of suppression system installed, and 24-hour emergency contact information. All information shall be clearly displayed on a light reflective surface. Clearly visible warning signs concerning voltage shall be placed at the base of all pad-mounted transformers and substations.

- c. Lighting. Lighting of the systems shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.
- d. Setbacks. Battery Energy Storage Systems not co-located with solar photovoltaic installations shall adhere to a fifty (50) foot setback from the front, side, and rear property lines and shall adhere to a one hundred fifty (150) foot setback from any residential buildings. . BESS's shall also adhere to a one hundred (100) foot setback from water wells (both private and public) located either on-site or on abutting properties.
- e. Fire protection. Battery Energy Storage Systems not co-located with solar photovoltaic installations shall be located on properties serviced by the public water system or by a water supply acceptable to the Planning Board and Ware Fire Department.
- f. Vegetation and Tree-Cutting. Areas within ten (10) feet on each side of a system shall be cleared of combustible vegetation and other combustible growth. Single specimens of trees or shrubbery and cultivated ground covers such as green grass, ivy, succulents, or similar plants shall be exempt provided that they do not form a means of readily transmitting fire. Clearing of natural vegetation shall be limited to that which is necessary for the construction, operation and maintenance of the system and that which is otherwise prescribed by applicable bylaws and regulations.
- g. Noise. The 1-hour average noise generated from the systems, components, and associated ancillary equipment shall not exceed a noise level of 60 dBA as measured at the property line.

G. Safety System Certification.

Battery energy storage systems and equipment shall be listed by a Nationally Recognized Testing Laboratory to UL 9540 (Standard for battery energy storage systems and Equipment) or approved equivalent, with subcomponents meeting each of the following standards as applicable:

- a. UL 1973 (Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail Applications),
- b. UL 1642 (Standard for Lithium Batteries),
- c. UL 1741 or UL 62109 (Inverters and Power Converters),
- d. Certified under the applicable electrical, building, and fire prevention codes as required.

- e. Alternatively, field evaluation by an approved testing laboratory for compliance with UL 9540 (or approved equivalent) and applicable codes, regulations and safety standards may be used to meet system certification requirements.

H. Special Permit Criteria

1. The Planning Board may approve an application if the Board finds that the system complies with the Site Plan Review and Approval criteria and with the conditions for granting Special Permits. Battery energy storage systems shall also satisfy the following additional criteria:
2.
 - a. Environmental features of the site are protected, and surface runoff will not cause damage to surrounding properties or increase soil erosion and sedimentation of nearby streams and ponds.
 - b. The Planning Board may also impose conditions as it finds reasonably appropriate to safeguard the town or neighborhood including, but not limited to, screening, lighting, noise, fences, modification of the exterior appearance of electrical cabinets, battery storage systems, or other structures, limitation upon system size, and means of vehicular access or traffic features.
 - c. No occupancy permit shall be granted by the Building Commissioner, nor shall the site be energized or interconnected to the utility until the Planning Board has received, reviewed, and approved an as-built plan that demonstrates that the work proposed on the approved site plan, including all stormwater management components and associated offsite improvements, have been completed in accordance with the approved plan and certified same to the Building Commissioner.
 - d. The Planning Board may, in its discretion, approve an as-built plan upon provision of a type of surety as determined by the SPGA, to secure incomplete work where such work is not immediately necessary for lawful operation of the system without negative effect on public health and safety and surrounding properties.
 - e. The applicant shall make every effort to coordinate necessary surveying and finalization of the as-built plans and submission of required construction control documents prior to the conclusion of construction. Notwithstanding the above, a temporary occupancy permit may be granted with the approval of the Planning Board subject to conditions for completion of work imposed by the Board.

I. Decommissioning

1. As part of the applicant's submission to the Board, the applicant shall submit a decommissioning plan, to be implemented upon abandonment or in conjunction with removal from property. The plan shall include:

- a. A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all battery energy storage system components, structures, equipment, security barriers, and transmission lines from the property.
- b. Disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.
- c. The anticipated life of the battery energy storage systems.
- d. The estimated decommissioning costs and how said estimate was determined.
- e. The method of ensuring that funds will be available for decommissioning and restoration.
- f. The method by which the decommissioning cost will be kept current.
- g. The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed.
- h. A listing of any contingencies for removing an intact operational battery energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.

1. Decommissioning Fund.

- a. The owner and/or operator of the energy storage system, shall continuously maintain a fund or bond payable to the Town, in an approved form for the removal of the battery energy storage system, in an amount to be determined by the SPGA for the period of the life of the facility.
- b. All costs of the financial security shall be borne by the applicant. The amount shall include a mechanism for calculating increased removal costs due to inflation.
- c. An inspection of the completed decommissioned area shall be reviewed by a consultant hired by the Planning Board before approving the decommissioning work in accordance with the Decommissioning Plan.

- d. The owner and/or operator shall pay for the cost of this review with such payment being provided by the owner and/or operator prior to the consultant undertaking said review, in accordance with MGL Chapter 44, Section 53G.

J. Abandonment.

The battery energy storage system shall be considered abandoned when it ceases to operate consistently for more than twelve (12) months. The system shall be presumed abandoned if the owner and/or operator fails to respond affirmatively within thirty (30) days to a written inquiry from the Building Inspector as to the continued validity and operation of the system. If the owner or operator fails to comply with decommissioning upon any abandonment, the Town, may, at its discretion, and utilize the 88 for the removal of a system and restore the site in accordance with the decommissioning plan.

K. Severability.

If any provision of this By-Law is found to be invalid by a court of competent jurisdiction, the remainder of this By-Law shall not be affected but remain in full force. The invalidity of any provision of this By-Law shall not affect the validity of the remainder of the Leicester Zoning By-Law;
Or take any action thereon.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

VOTE REQUIRED FOR PASSAGE Requires a two-thirds majority

ARTICLE 24 CITIZENS PETITION Revoke the authority of the Select Board to sell, rent lease or otherwise dispose of the former Becker Campus real estate and assets.

To revoke the authorization granted to the Select Board, in Article 3 of the Special Town Meeting held on September 14, 2021, to sell, rent, lease, or otherwise dispose of any or all of the interests in real estate and assets acquired in the purchase of the former Becker Campus. Any further sale, rental, lease, or disposal of the acquired interests, in real estate and assets from the former Becker Campus shall require a simple majority of registered voters at a Town Meeting.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

VOTE REQUIRED FOR PASSAGE

**TOWN OF LEICESTER
ANNUAL TOWN MEETING
MAY 7, 2024**

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 seven (7) days before the 7th day of May 2024.

Given under our hand and seal of the Town on this _____ day of _____ 2024

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 6th day of February 2024

Printed Name of Constable

Signature of Constable



Town of Leicester
OFFICE OF THE SELECT BOARD
Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7077 Fax: (508) 892-7070
www.leicesterma.org

- Rochdale Fire Station – Architect will have complete design by the end of 04/30/2024 at which time it will go out to bid.
- Asphalt & Striping - Out to bid on March 20. Bids due on April 25th.
- Town Hall Painting - Have received one estimate in the \$30,000 range, requires full procurement, should be posted on COMMBUYS 03/25/2024.
- Police Floors – Out to bid on March 20. Bids due on April 25th.
- Compactor - Awaiting for response from second vendor. First vendor not responsive
- Fire hydrants – Establishing meeting with Joe Wood and Mike Dupuis.
- Lawn Mowing – Out to bid 03/06/2024, Bids due April 4.
- Snow Removal Campus - projected bid 08/01/2024, prep work on draft RFP has begun.
- Recycling Center – Millings now in place; working on a compactor quote; first vendor not responsive
- Signage for Schools – Signs delivered on March 21st. Installation withing two weeks.
- Memorial School - Having a walkthrough 3/21/2024 for potential veteran housing.
- Lease Agreement Raul and Joe – Meeting with Raul 3/11/2024. Work has begun on Joe’s lease.
- RFP Three Dormitories Being Used by CMHA – May 15th.
- Misc - 11 River St. – Resident has expressed interest in purchasing. Up for discussion with SB.

Thomas Kampe

Food Service Director



Authorized to work in the US for any employer

Work Experience

Chef manager

Unidine compass group - Brooklyn, CT
November 2018 to Present

Chef manager for an independent/ assisted living community. Managed day to day operations and staff. Ordering, menu planning, inventory, p&l and budgeting.

Food Service Director

Gentex Optics/Essilor of America - Dudley, MA
August 2001 to August 2018

Managing an in-house cafe as well as corporate catering up to 500 people.

- Hiring, menu planning, ordering, inventory control, budgets, managing and overseeing the daily operations.

Chef Manager in corporate office building

Simpson Corporation - Salem, MA
January 2000 to August 2001

Managed daily operation, menu planning, inventory control, ordering, cash handling and making deposits.

retirement Auburn Ma, - Food service Director

Holiday Retirement corporation - Auburn, MA
September 1997 to January 2000

Director of food service

- Managing Staff, Hiring, ordering, inventory control, Monthly and annual budget. Following Dietary Needs of the residence.

Education

Associate's in Culinary Arts

Johnson And Wales University - Providence, RI
September 1994 to May 1996

vocational in Culinary Arts

Bay Path Regional vocational technical High School - Charlton, MA

September 1991 to May 1994

Skills

- PROBLEM SOLVING (10+ years)
- Food Service director (10+ years)
- Microsoft office (10+ years)
- MICROSOFT OFFICE (10+ years)
- Kitchen Management Experience (10+ years)
- Culinary Experience
- Food Safety (10+ years)
- Banquet Experience
- Menu Planning
- Profit & Loss (10+ years)
- Supervising experience (10+ years)
- Catering
- Cooking (10+ years)
- Food Preparation
- Leadership
- Food Production (10+ years)
- Labor Cost Analysis (10+ years)
- Budgeting
- Supervising experience
- Leadership
- Cooking
- Customer service
- Analysis skills
- Profit & loss
- Kronos
- Cash handling
- Kitchen management
- Menu planning

Certifications and Licenses

ServSafe

Food Handler Certification

Additional Information

SKILLS

Ability to adapt and be creative in the ever changing pace of the foodservice industry. As well as my culinary talents, I am proficient in microsoft office, possess great leadership and problem solving skills.

KELLI A. ROBBINS

EDUCATION

- Western New England College School of Law Juris Doctor 2007-2011
- Bay Path College, CMC Campus 2004-2007
 Bachelor Degree, Executive Business Management, Magna Cum Laude
- ABA approved Paralegal Certificate
- MCPPO Certification 2022 to present
- Previously Massachusetts Accredited Assessor #996
- Certified by Department of Revenue in Assessment Law and Valuation of Property
- Currently Enrolled in **MMA (Mass Municipal Association) Certificate in Local Government and Leadership Management** for the Fall of 2023.

PROFESSIONAL MEMBERSHIPS

Small Town Administrators of Massachusetts - Treasurer 2017-present

EMPLOYMENT HISTORY

Town Administrator Town of Brookfield 07/05/2021-present
 See attached description

Town Manager Town of Lanesborough 07/01/18 to 6/30/2021
 See attached description

Executive Secretary/Town Administrator Town of Holland 03/20/2015 to 6/30/18

Responsible for ensuring effective management of Town affairs and operations. Top administrative officer, performing professional, administrative, technical, and supervisory duties in working with the Select Board to oversee Town departments, activities, and projects; prepares and implements operating budget; supervises human resources functions, conducts research and provides information, and serves as liaison and coordinator between elected and appointed Town officials, employees, volunteers, and citizens.

Attorney at Law admitted MA 11/17/2011 to present
 Municipal, General practice, Probate, Real Estate, Contracts, Wills & Estates

Attorney at Law admitted Federal Court 4/24/12 to present

Assistant Librarian - Holland Public Library 6/2014 to 2016

Paralegal, Soja & Abbott, Attorneys at Law 1/2007-11/2007
 Estate Planning and preparation
 Real Estate transfers, deed preparation, title search
 Mortgage preparation –

Town of Monson

- **Principal Assessor** 1/2005-8/2006
 Applied Massachusetts General Laws as required by Department of Revenue, reading surveys,

building plans, review of legal documents, legal research. Worked under strict time limits and within strict budget needs for successful completion of tasks and projects

- **Administrative Assessor** 1/2000-1/ 2005

Massachusetts Accredited Assessor

Certified by the Department of Revenue in Assessment Law and Valuation of property Managed 4000+ accounts, responsible for all details, property inventory and values, office management, filing, record keeping, statistical development and analysis, data entry

Town of Holland

- **Elected Assessor** - 2/1999-12/2002

responsible for inventory and valuation of real and personal property, maintenance of mapping and computer systems, outside vendor contracts, inter department relations

Appointed Chairman of:

Land Committee – successful completion of land auction, (land of low value and tax title)

Park Commission – management of Army Corp of Engineers property for use as town recreation area

Board of Assessors

Secretary of Zoning Board

- **Administrative Assistant** to the Executive Secretary/Receptionist 8/1995-1/2000

Volunteer

Brookfield Apple Country Fair

Worcester Probate and Family Court – Lawyer for the Day program - 2013 outstanding volunteer award

Texas Rio Grande Legal Aid – Brownville TX - 2009

Fidelco Guide Dog Foundation 2006- 2010

Here Today Adopted Tomorrow – Cat shelter 2014-2018

Town Administrator job description

- Responsible for ensuring effective management of Town affairs and operations. Top administrative officer, performing professional, administrative, technical, and supervisory

duties in working with the Select Board to oversee Town departments, activities, and projects; prepares and implements operating and capital budgets; supervises human resources functions, conducts research and provides information, and serves as liaison and coordinator between elected and appointed Town officials, employees, volunteers, and citizens.

Essential Functions:

- Performs varied professional municipal duties and assumes responsibility for coordinating and directing Town activities daily.
- Monitors operations of all Town departments and any commissions, boards, or departments under the jurisdiction of the Select Board; helps problem solve, and troubleshoots as needed. Keeps Select Board informed of issues, failures, and successes as appropriate.
- Under the direction of the Select Board, directs and supervises all appointed personnel who are responsible to the Select Board, except as otherwise provided by the General Laws, and coordinates activities of the Select Board with activities of other Town departments, boards and commissions.
- Annually monitors job descriptions for Town employees and reviews such with the employees and with the Select Board. With input from the Personnel Board, conducts annual employee performance review and sets goals and objectives with department heads.
- Makes recommendations to the Select Board concerning the appointment and or termination of Town employees.
- Liaison to all boards, departments and schools, and various state and federal governmental organizations. Assists Select Board in establishing goals and evaluating programs.
- Communicates with Town staff concerning policies and procedures, ensures that boards and commissions are aware of policies and procedures, assists boards and commissions in an advisory capacity.
- Serves as Chief Procurement Officer in overseeing the purchasing of supplies, materials and equipment, supervises competitive bidding process for contractual services. May meet and negotiate with potential vendors and contractors, as allowed by law, monitors the progress of consultants and contractors retained by the Town.
- Coordinates and is responsible for implementing all insurance programs, policies and practices.
- Responsible for preparing the Town's Annual Budget for review and coordination with the Advisory Committee and Select Board. Oversee the tax rate setting process.
- Prepare budget, calculate budgetary impact present and future. Prepare trending information and projections of both revenue and expenditure.
- Facilitates the continuing development of a coordinated, up to date, technology system for all departments in the Town.
- Facilitates and coordinates long-range planning in all Town departments and committees.
- Assists in preparation of materials for meetings of the Select Board; attends all such meetings and advises the Board as appropriate.
- Works with Town Counsel on matters affecting town government and matters involving litigation.

- Coordinates volunteer efforts in various Town programs and projects.
- Member of the Personnel Board
- Serves as the Town's public relations officer. Responsible for maintenance of the Town's web site and other communications assets in facilitating better communication with citizens.
- Performs all other related duties and functions as may be required or directed by the Select Board.

CALL TO ORDER/OPENING
VETERANS POEM
March 11, 2024

Chair Antanavica opened the public meeting at 6:01 PM and read the veteran's poem.

1. EXECUTIVE SESSION

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 G.L. c. 30A, § 21 (2) - Town Administrator

Mr. Menard made a motion to enter into executive session. Seconded by Ms. Provencher. Roll call vote. (3-0-0)

All members reviewed the contract and were in agreement the updated contract looked good.

Ms. Provencher entertained a motion to exit out of executive session. Seconded by Mr. Menard. Roll call vote (3-0-0) 6:12 PM

2. CIVIC ANNOUNCEMENTS

a. Spring Annual Town Meeting – May 7, 2024

Mr. Antanavica reminded residents about the spring town meeting.

b. Reminder – Warrant for Spring Annual Town Meeting is closing on March 21, 2024

Mr. Antanavica reminded residents about the warrant closing date. He discussed various town events involving the May House and senior center.

3. PUBLIC COMMENT PERIOD

None.

4. RESIGNATIONS AND APPOINTMENTS

a. Bark Park – Pauline Gallagher

Absent. Passed over.

The chairman of the Bark Park committee said he would reschedule to have Ms. Gallagher appointed. He did discuss some damage and vandalism that had recently occurred at the Bark Park and he expressed his wish that there were more cameras around town and that police would conduct more patrols in the area of the Bark Park. He praised the DPW director for working so seamlessly to assist the Bark Park in several projects. He discussed some the grants he had obtained and what the committee intended to pursue in the future for funding. He discussed the bluegrass and quickgrass that was utilized to protect the dogs paws at the park.

b. Contract Vote – Town Administrator

Mr. Menard made a motion to approve the contract for Mr. Genereux. Seconded by Ms. Provencher. (3-0-0)

5. OTHER BUSINESS

a. Open Meeting Law Complaint – Vote to refer to Counsel

Mr. Genereux discussed the open meeting law complaint and stated he had reached out to counsel who advised to put it in front of the board so to allow counsel to respond.

Ms. Provencher made a motion to put the complaint to counsel. Seconded by Mr. Menard. Motion passes 3-0-0.

b. Approval of FY 2025 Town Budget format

Mr. Genereux stated he had finished his final version of the budget to include detail on the use of free cash, receipts and historical data and the entire school budget presentation was included in the budget book. He asked the board to okay it for release to the public.

Ms. Provencher made a motion to approve the budget format. Seconded by Mr. Menard. (3-0-0)

c. Vote insertion of warrant articles – May 7, 2024 Town Meeting

Mr. Genereux stated the deadline for draft articles was on the 21st so the board would submit for inclusion on the warrant. He clarified the draft warrant was in their packet and they would wait to see if citizen petitions were brought forward. He stated most articles were housekeeping items including prior year bills, transfers from funds, elected official salaries and to amend the revolving fund bylaw which would ensure the lease monies were placed in the correct accounts given the town bylaws as it pertains to the campus. He stated there is no legal requirement to set up a fund but there is a way to reduce the fund if one is already established. The other articles included the operating budget at 37,574,155, vocational tuition, CMRPC annual assessment, ambulance enterprise, cable peg access enterprise, funding operational costs of the campus from free cash, capital improvement plan, police cruisers, transfer proceeds from the sale of Victorian properties to be able to be applied to the debt, borrowing recessions for the library and drainage on Warren Ave, establishing revolving fund annual spending limits, exempt the police chief from civil service, amendment to accept local licenses and permits in accordance to changes in the law as it related to delinquencies, investment of funds pursuant to the Prudent Investment Rule and amendments to the zoning map.

Ms. Kristen Jacobsen, town planner, stated they would like to alter the districts to accommodate a horizontal mixed use which would be allowed by site plan review in the HB1 zone with have specific regulations and restrictions, with residential and commercial mixed use. The goal was to lessen the regulations to make it attractive for development. She discussed the ratio the planning board was discussing to co-mingle residential and commercial. She discussed battery energy solar systems not tied into solar which included designing the setbacks and ensuring the public was kept safe. She said the article did not pertain to private homeowner systems and only pertained to companies holding a substantial amount of energy.

Mr. Antanavica asked about a project in town.

Ms. Jacobsen stated it was a National Grid project and they were exempt from those regulations.

Mr. Menard thanked Ms. Jacobsen and the planning board for proactively addressing issues in an effort to not lose development.

Mr. Antanavica and Ms. Provencher thanked Ms. Jacobsen as well.

Mr. Genereux discussed field signage for advertisement on the campus and he discussed it with counsel, and they would have to change three separate bylaws to make it happen. He stated once the AG accepts the bylaws, there is an issue with freedom of speech because the town would have no ability to regulate if the signs were leased or sold.

Ms. Provencher asked if they could stipulate that it was for business only.

Mr. Genereux stated if you buy signs you can't regular who is buying the signs and what is displayed on the sign.

Ms. Provencher said she is all about promoting and didn't want to lose control so people could put up whatever they wanted on the signs.

d. Project update

Mr. Genereux discussed the Rochdale Fire Station, asphalt and striping projects, town hall painting project, police station floor repair which required a full procurement, compactor vendor update, fire hydrants, lawn mowing bid, snow removal for the campus draft bid documents, recycling center millings/driveway, signage for schools, memorial school, lease agreement for parking and rental income, and the RFP for three dormitories currently being used by CMHA. Mr. Genereux also discussed the former Rochdale library at 11 River Street as a resident inquired if the town would be willing to sell.

Mr. Menard asked about the lease RFP and when the responses would come back to give time for contract administration.

Ms. Provencher asked Mr. Genereux to reach out to the historical commission to learn their recommendation before any decision was made on the Rochdale Library.

e. Vote to Approve SB/TA Annual Report

Ms. Provencher made the motion to approve. Seconded by Mr. Menard. (3-0-0) Motion passes.

Mr. Antanavica placed the item under discussion. Mr. Genereux stated he wanted the board to review the document first to ensure the entire group was onboard.

6. MEETING MINUTES

- a. February 5, 2024
- b. February 20, 2024
- c. March 4, 2024

Ms. Provencher made the motion to approve the minutes. Seconded by Mr. Menard. Motion passes (3-0-0)

Mr. Antanavica asked the public to reach out to the town clerk's office for questions with the election process, particularly because the mail-in voting option was so expensive on the town side and there was minimal turnout from that avenue.

Ms. Provencher made the motion to adjourn at 7:06 PM. Seconded by Mr. Menard. Motion passes (3-0-0)

ADJOURN

**SELECT BOARD MEETING MINUTES
FEBRUARY 27, 2024 AT 6:00 PM
TOWN HALL GYM – JOINT COMMITTEE MEETING (SELECT BOARD, ADVISORY & SCHOOL)**

ATTENDANCE:

Chair Rick Antanavica	Present
Vice Chair Dianna Provencher	Present
Kevin Menard	Present
John Bujak	Not Present
Chair Donna McCance	Present
Dylan Lambert	Present
Paul Messier	Present
Jim Reinke	Present
Stephen Johnson	Present
Chair Peter Cusolito	Present
Bill Brennan	Present
Mary Kay Hannant	Present
Sandy Wilson	Present
Michael Zalansky	Present

**CALL TO ORDER/OPENING
VETERANS POEM**

Chairman Antanavica opened the meeting at 6 PM.

1. FY 2025 DEPARTMENT BUDGET REVIEW –

Mr. Antanavica stated the budget was built to work without an override. There is no consideration by the board now to pursue an override even with an increase of 1.5 million. He stated the drop in school budget was approximately \$275,000. A couple of corrections have been made to the Police department, Fire Department and DPW and will be updated in the short form as well but the bottom line of the budget did not change.

Mr. Cusolito asked what changed with the police department?

Mr. Genereux stated a formula error was corrected and moved into salary line. He said department budgets and vocational school tuition were dropping. There were state aid and state offsets and a net loss of over \$100,000 in State Aid. Some has to do with the Chapter 70 formula. The municipal revenue factor is the 3rd highest in the state and town was hit hard with the charter school assessment and they had talked to state reps about their concerns. Those budgets had not been finalized. When the school presents – the commentary is that there is a \$300,000 difference. At this point they didn't think that \$300,000 was insurmountable. His recommendation was to stay the course and try to find those funds by fall town meeting.

Mr. Antanavica stated the schools got \$3.1 million put into budget over the last year. One-time funds were utilized and the dorms being rented out had gone towards their budget. He thought it was up to the school to find some of it.

Mr. Cusolito asked why the budget calendar was removed?

Mr. Genereux replied they had not set a calendar for this year.

Mr. Cusolito stated free cash history was not included in the budget.

Mr. Genereux replied it is not and that was the format they had used before. There were requests to add new items.

Mr. Cusolito asked why is the shared maintenance under insurance?

Mr. Genereux stated it is unclassified because it is shared by town and school. That way it will not show a huge increase.

Mr. Cusolito said that does not make sense and asked if there was nothing for the capital improvement plan?

Mr. Genereux stated there was not.

Mr. Cusolito stated the first three paragraphs do not belong there. In the same section \$745,000 was used, but that was the amount received.

Mr. Genereux stated they used over \$500,000 for capital improvements. That is the amount we received in the general fund budget.

Mr. Cusolito asked so what are the expenses?

Mr. Genereux replied they get paid through warrant articles as they have revenue coming in.

Mr. Cusolito replied not when you have a lease and asked for him to look it up on the state website. He stated they needed to account for facilities. He also inquired about the charter school tuition.

Ms. Provencher stated that David LeBeouf was here and she spoke to him. He said that many towns have been complaining about the increases.

Mr. Cusolito stated this was not a zero-based budget. He asked last month – what were the strategic reductions mentioned for the Town Administrator's office?

Mr. Genereux stated each department put together their own list of requests based on salary and past expenditures. Two positions were eliminated. There were jumps on the other side when it came to gasoline and parts. The municipal and school budget has gone up by the same percentage each year, but they did not do that this year. They funded the municipal budget as it should be and took \$700,000 free cash.

Mr. Cusolito asked what strategic reductions were made?

Mr. Genereux stated there was one in the Town Administrator's office that had not been funded yet.

Mr. Cusolito stated it was back-door dealing and he was sick of the use of free cash. He understood unemployment insurance was used to fund the budget and asked if there were calculations done to support that?

Mr. Genereux said they had never come close to using that amount of unemployment insurance. At this point, he was not expecting to see layoffs. The history shows they had not been using much. History says that had been over-funded.

Mr. Cusolito asked if it does not include free cash used for high school campus expenses. How much had they allocated?

Mr. Genereux stated now it is budgeted.

Ms. Hannant so we still have expenses for 2025.

Mr. Genereux stated that is why unclassified went up by a million and the 950 account.

Mr. Cusolito responded the town gets \$2 million net and asked how much they are spending. They needed accounting for all expenses. He asked what happens when the lease ends?

Mr. Genereux stated that lease is currently in the general fund budget. If the lease ends, they are going to be 1.5 million dollars short.

Mr. Cusolito asked so we are doing the same thing as the year before. He questioned the use of uncommitted funds.

Mr. Genereux stated all they had to do is put out the lease.

Mr. Cusolito stated it has a 3-month out clause. It is the same thing as using covid funds.

Ms. Provencher replied not all of us thought that it would last forever.

Mr. Genereux stated he would look into it.

Mr. Cusolito stated personnel numbers were updated. From a format perspective, he asked why wouldn't it follow the same order as the budgets? There are 15 in DPW. There are 28, not 26, in the police department. 7, not 6, in the land use.

Mr. Genereux stated they are cutting the assistant planner.

Mr. Cusolito said the heading above the library is different than everything else. Why is parks and rec even on here. In the Town Administrator/Select Board he had 9 before, but said one was being cut.

Mr. Genereux responded we are cutting one.

Mr. Cusolito stated they are missing 5 departments. So there are actually 268 municipal employees. Another 88 were not listed. He asked if they had a document that lists the number of personnel in each department?

Mr. Genereux responded they did not.

Mr. Cusolito asked what is the process for changing personnel.

Mr. Genereux responded it could be discussed as part of the budget process.

Mr. Cusolito asked if the select board in charge of the hiring.

Mr. Genereux responded the board votes to hire them.

Mr. Cusolito stated they are missing positions that are listed here.

Mr. Genereux responded everything goes before the board.

Mr. Cusolito stated he didn't want to call out a department head because that isn't something a department did. This version includes more increases.

Mr. Genereux stated he questioned what the funds were.

Mr. Cusolito asked what factors were used to determine department budgets. There were more changes. What is the process of getting employee's an increase.

Mr. Genereux stated that was done as part of the budget process.

Mr. Cusolito asked how is COLA determined?

Mr. Genereux responded there is 2% increase each year.

Mr. Cusolito asked if it was 2% last year then they lost out of 1.5%. on the revenue side. He asked how did they find a 45,000 change in tax revenue.

Mr. Genereux stated new growth is at 250k.

Mr. Cusolito said this is since the 1st budget in January.

Mr. Genereux stated they reduced it down to 250k. Then you have some movement with excluded debt because that changes each year. Excluded debt is 26 million.

Mr. Cusolito asked who does the department request?

Mr. Genereux responded the departments make the requests.

Mr. Cusolito asked for the tax? He stated in January, the initial budget was X and now it is Y.

Mr. Genereux responded new growth was not was expected. Assessor's calculation had to be adjusted.

Mr. Cusolito asked when he sees local receipts changed, what was the calculation that found 2k more dollars?

Ms. Provencher stated that some of the questions come from Department Heads. He checked into a lot of things and did his homework. They were notified that there was miscalculation that had been entered wrong.

Mr. Cusolito asked why are the ambulance receipts included in the general fund?

Mr. Genereux responded they get put into general fund and moved to enterprise.

Mr. Cusolito responded the enterprise fund is set up to retain funds. It does not belong in the gen budget. Mv excise tax – why is it less than 7 months ago. What is "other" and why is it increasing?

Mr. Genereux responded the other is boat excise.

Mr. Cusolito asked what about cannabis sales tax? Why is it going down so much?

Mr. Genereux replied it dropped by 80k.

Mr. Antanavica said it has gone down because it is cheaper to buy on the black market.

Mr. Cusolito asked how many pilots do we have?

Mr. Genereux stated he would have to find out.

Mr. Cusolito asked what is other departmental revenue?

Mr. Genereux responded there's always a little bit of other things that are considered "other" and they would provide a list.

Mr. Cusolito asked about the Medicaid reimbursement.

Mr. Genereux replied it is for the schools.

Mr. Cusolito stated he understood they are accounting for the full receipt, but they need to account for the costs. Last year, they talked about reducing costs and expenses. Each department buys its own office supplies, fuel, waste removal, and printing. They got an oil delivery a couple of weeks ago and they paid \$3.849 per gallon when the state contract was \$3.17. They don't have any control over paper supplies. Why are they not consolidating purchases?

Mr. Genereux stated it takes time and personnel.

Mr. Cusolito stated this is the 3rd year in a row they had talked about it and asked if they had a certified public purchasing official.

Mr. Genereux confirmed yes, it is him.

Mr. Cusolito said they do not look for savings in the simplest of places and has been brought up numerous times. Who prepared budgets for legal, town administrator, town owned buildings, assessor, and shared maintenance. He asked how is there a difference?

Mr. Genereux responded timing, as the requests come in, changes will be made.

Mr. Cusolito stated he didn't give him anything, just the select board and asked if it was a complete budget? He also asked where is the funding for the union settlements?

Mr. Genereux replied they are in all the departmental budgets as a lump line at the bottom.

Mr. Cusolito responded he didn't see it.

Mr. Genereux asked which one he was looking at?

Mr. Cusolito asked if it was within the personnel line?

Mr. Genereux replied it was a budget adjustment – 60,142.

Mr. Cusolito asked how was it determined who got raises? He could not find any commonality.

Mr. Genereux responded based on the department head request.

Mr. Cusolito asked but you turned down some department requests.

Mr. Genereux responded that in most cases, there were requests for multiple step increases which nobody received.

Mr. Cusolito asked if there was a process for reviewing?

Mr. Genereux responded they put something forward for the employee based on where they are in the class and compensation plan.

Mr. Cusolito asked what was reason for 125k?

Mr. Genereux replied they had changed it to 99K as they had a lot of legal work done over the last few years. He would have preferred 125K, but settled for the 99K.

Mr. Cusolito asked so why do some departments have their own legal?

Mr. Genereux replied the treasurer does their own tax title research which is separate.

Mr. Antanavica stated the school has their own and asked Mr. Cusolito how many more questions he had and asked how about allowing the department heads to speak and then he can continue the questioning?

Mr. Cusolito replied this is not even ready to be discussed.

Mr. Menard responded they will find it out when speaking to each department.

Mr. Cusolito asked why those numbers would change?

Mr. Genereux responded some things needed to be changed based on the formulas.

Mr. Cusolito asked why would it change?

Mr. Genereux stated if you look at department request tab, they were over by a million dollars until they started doing the work on it.

Ms. Provencher stated if he could read the department numbers it might help people in the audience.

Mr. Cusolito said it is 122 and the Memorial School has been on the goals for 5 years. He asked what are the proposed improvements to the permitting process?

Mr. Genereux stated they are down to 2 e-permitting providers and they need to get that up and running. They have done it manually with the clerk and building inspector.

Mr. Cusolito asked about the update of the adaptive overlay that he wrote and it took 2 years to get through town meeting.

Mr. Genereux responded he didn't believe there was another one.

Mr. Cusolito said he would skip over the 5.1% raise. There are 4 employees listed and he said we do not have the need for an ATA and also said we do not have need for HR.

Mr. Genereux responded they have not finalized titles, but there will be.

Mr. Menard stated Dianna and he had negotiated with Mr. Genereux for that increase.

Mr. Cusolito asked if the executive assistant's pay was eliminated.

Mr. Genereux replied no, they were not.

Mr. Cusolito asked so why is the Assistant Town Administrator still in there and referred to the process as shady?

Mr. Antanavica stated it was voted by the board to keep the position.

Mr. Menard stated they discuss things in executive session. Nobody said this was perfect right now and that was the purpose of the meeting.

Mr. Antanavica said before we call people shady he would encourage Mr. Cusolito to look into the mirror.

Mr. Menard said there were no reason for insults.

Mr. Cusolito asked what is difference between additional staff training and professional development?

Mr. Genereux said staff training is courses, professional development is meetings and seminars.

Mr. Cusolito asked why is the treasurer's association listed under the Town Administrator?

Mr. Genereux said he has to maintain his certification from 1991.

Ms. Provencher asked if he needed that to keep the certification?

Mr. Genereux responded every 3 years.

Mr. Genereux recommended the clerk's budget would increase to .26%.

Mr. Antanavica stated it was a heavy election season.

Ms. LeFleur stated costs have gone up for everything from printing to anything to do with the elections – electronics. It has gone up a whole lot.

MR. Antanavica stated it had gone up 36%.

Ms. LaFleur said she hoped she was being conservative when it comes to the poll workers and not spending too much.

Mr. Antanavica asked if everything is up to date with the clickers?

Ms. LeFleur said she just got the tabulators ready for election.

Mr. Cusolito asked elections budget was 95% gone by December so did they have enough to get through the rest of the year?

Ms. LaFleur said vote by mail had increased a lot and they have already had 1200 people vote. The special state primary and special state election have cost a lot.

Mr. Genereux stated the treasurer/collector's office recommended budget increase was 8.73%. He said if they look over under the salaries bracket, there are recommendations that two positions get increases based on merit.

Mr. Menard asked those are in this budget?

Mr. Genereux responded yes.

Mr. Genereux said the tax title accounts used to be zero-budget. They have removed it and it is being raised from the general fund budget at 32k.

Mr. Nick George stated he is working with Coppola to begin the mailings. He said he would give him the updated list to Coppola to begin foreclosure.

Mr. Cusolito asked for this year's tax title was money transferred into it?

Mr. George stated previously it was set in the tax rate, which would make those funds available.

Mr. Genereux asked Mr. George in the current year's expense –those expenses were journaled over to tax title?

Mr. George responded yes.

Mr. Genereux discussed the health insurance budget and the increase of 9.93%.

Ms. Hannant how much do employees pay?

Mr. Genereux said most pay 70/30.

Mr. Genereux discussed retirement and stated that one was expensive. It jumped up 10.8% and had gone up substantially.

He discussed the debt principal dropping by 123K, interest dropping by 35K. Temporary debt was going up by 29.59%. The temporary debt is the last year for it as it will be permanent in FY'26. For 2025 they are finishing off the feasibility study, Waite Pond Dam, fire study, and Becker. The Becker debt will be offset by the sale of Victorians.

Ms. Hannant said they have Becker listed on the principal and the temporary.

Mr. Genereux stated they are required to pay some of the principal.

Mr. Genereux discussed the accounting department and recommended 1.63% increase.

Ms. Allison Lawrence said there is not much to it, just the audit. I did request a step increase for myself which was not approved and her assistant received a step increase last year.

Ms. Hannant asked do all depts have their own supply budgets?

Ms. Lawrence stated she purchased a lot of supplies for other departments. They used Staples for a lot of items. Unfortunately, they do not have the rewards that they used to.

Ms. Hannant asked do they swap supplies if there are too many of one?

Mr. Cusolito responded both WB Mason and Staples have state contracts. I wonder what that would look like.

Ms. Lawrence stated the paper they get for the building comes from Amazon and it is a very good deal. Mr. Genereux replied generally speaking, the reason it is in each department, if you comingle – nobody has an ownership. It might throw things out of sync.

Mr. Cusolito stated he agreed with leaving the process as is. Office supplies are not that big in total.

Mr. Genereux discussed the land use/DIS department and the major changes. DIS used to be all inspectional services departments. This year, they were looking at having board of health moved into department 510 and it was removed from the DIS budget. The Assistant planner was budgeted for the last 3 years. It moves the salaries/stipends over to the BOH. Now the dept has 2 employees and planning board stipends.

Mr. Cusolito pointed out the number of employee's is incorrect.

Mr. Genereux discussed the library budget and said he didn't have much to say about the library, but they could look at it. The increase was 4.13%. The change had to do with a recent increase in water and sewer rates and would allow the library to keep their certification. They have to maintain a level of spending to be in the CW Mars network.

Ms. Hannant asked what is that increase minimum?

Mr. Genereux responded the budget has to go up by 1.25% each year.

Mr. Antanavica stated the water is still coming into the building through the wall in the children's area. He didn't know if it was a town responsibility or the library trustees.

Mr. Cusolito responded it may be undermining the support of that wall. It's been enough time and enough water.

Mr. Genereux discussed the police budget and the major changes. He said it was double-counting one of the numbers which wound up being about 38k. In correcting it, we put it into the police overtime. The other change was total hours.

Mr. Cusolito stated the number on the detail sheet is different on the summary page. A difference of \$19.

Ms. Hannant stated the new version is correct.

Mr. Genereux stated he is looking at it. They were \$19 over and he adjusted it.

Mr. Cusolito asked if there is a newer version of the budget?

Mr. Cusolito stated he was looking at the summary sheet versus the detail sheet.

Mr. Genereux said they fixed every other sheet.

Mr. Ken Antanavica spoke of some of the expenses including paper. He stated they have printers in the cruiser and they have to buy it in small batches. He mentioned shredding day and having 9 barrels of paperwork. He said his department is doing due diligence and they try every day.

Ms. Hannant asked where is shredding in the budget?

Mr. Ken Antanavica stated it is in one of the services lines. He said they received permission from the state to digitize old documents.

Ms. Wilson stated the budget showed three but they have 5. Salary only has 15K. She asked if they were going to fund the lieutenant.

Mr. Ken Antanavica said the lieutenant position is open. He stated they would lose a sergeant but gain a lieutenant.

Ms. Wilson stated the summary sheet is wrong. She stated last year they had 21 total officers and they agreed that 20 was enough. She asked if they were going up to 21 or 23 to make 26?

Mr. Cusolito stated he had a question because there were 29 positions.

Ms. Wilson said the part time clerks have been in the budget for 5 years, but don't seem to be staffed.

Mr. Ken Antanavica stated they had tried and were looking for the right people.

Ms. Wilson said it does show filling the open patrolman this year. She said they received the late bill from National Grid and they will have to vote it at town meeting.

Mr. Ken Antanavica said it has gone up a lot like everything else, but National Grid has gotten more and more expensive.

Mr. Wilson asked did you budget for that?

Mr. Cusolito asked how much does the PD pay for gas?

Mr. Ken Antanavica stated everything is getting more expensive everyday. One of my cruisers needed a new headlight and it was \$1800. It is very complicated and LED, they are on national back-order.

Mr. Rick Antanavica had a question on electric; they have 3 different companies.

Mr. Cusolito asked what is Syncarpha?

Mr. Ken Antanavica said it is a solar farm. National grid we have the station, the range, and a tower. Nexamp also has to do with solar.

Mr. Cusolito stated he had seen Syncarpha in a lot of places. Are we actually seeing a return on credits?

Mr. Genereux responded yes, they are currently working with a broker to move the credits around.

Mr. Cusolito asked if they still got credits from the memorial school?

Mr. Genereux responded they did.

Mr. Cusolito asked how is the carport?

Mr. Ken Antanavica said it is in a plan.

The fire department's increase of 1.41% was discussed.

Mr. Cusolito said that department was also affected by the calculation.

Mr. Genereux responded yes, it actually was on the chiefs salary which was a bit short.

Mr. Cusolito asked there is line somewhere for contract settlements?

Mr. Genereux responded yes.

Mr. Rick Antanavica asked what is the situation with equipment?

Mr. Dupuis stated if they do not get an extended warranty it hurts the budget quite a bit.

Mr. Cusolito said periodic services cost as much as a new car.

Mr. Dupuis responded he had a fleet guy that comes in and checks things before sending them for repairs.

Ms. Hannant found an error in the formula. There is someone at 19 hours and it should not be more than 20 hours.

Mr. Genereux stated he would take a look at that.

Ms. Wilson said you went from having a lot of detailed line items to fewer.

Mr. Dupuis stated he actually had 39 now. He wanted more, but can only put so much. He worked with the accountant to consolidate.

Ms. Wilson asked if all the trainings and dues and memberships went into professional development?

Mr. Dupuis responded yes.

The EMS department showed an increase of 8.49%

Mr. Antanavica asked why is that?

Mr. Cusolito asked if they have a revenue fee?

Ms. Molly Dube it is not attached. As far as wages, the prior person in her position was part-time, so she takes up a good portion of that.

Mr. Dupuis has Molly there 5 days a week has been stabilizing.

Ms. Dube stated one of the major purchases is the new ambulance which will increase by 35K per year. They can't just order something and use it as they have contracts to work with.

Mr. Dupuis stated they have a lot of things that need to get replaced.

Ms. Dube said some of our contracted items near end of life will be big purchases. Only some of that has been budgeted.

Mr. Cusolito said there are grants from public health.

Ms. Dupuis said they already tried with Sam and she did not find anything.

Mr. Cusolito said FEMA fire does not like to fund EMS.

Ms. Dube responded that was part of the problem. She said she just got something from the state for them to test blood right away. They are making EMS more like a portable hospital then what they already are.

Mr. Antanavica said those costs will keep going up because of the training involved.

Ms. Hannant stated heating and electric costs look like the same as last year.

Ms. Dube stated yes, they are now getting Syncarpha credits and have not had a full year.

Ms. Hannant asked if they will need these expenses in FY25?

Ms. Dube responded not necessarily 25, but in the next few years as parts become obsolete.

Ms. Hannant asked if she had a ballpark?

Ms. Dube said if there are no grants, about 250K.

Ms. Cusolito asked do you have revenues of 1.2?

Ms. Dube as far as EMS, it all depends on what people end up paying. Our failsafe is vibra and the meadows.

Mr. Cusolito asked how much is in retained earnings?

Ms. Dube stated she believed around 600. It is a bit of a buffer if they did not get any grants.

Mr. Antanavica asked if they were up-to-date with billing on vibra and the meadows?

Ms. Dube said yes. Some is based off of volume of calls. The percentage of pay for our billing company will go up with more calls. They did apply to the state and have a large Medicare survey coming up and the state can pay them back for ambulance bills.

Mr. Cusolito asked Mr. Antanavica about casino revenue.

Mr. Antanavica stated that is for next time. He wanted to know where that billion dollars went.

Ms. Willson asked Ms. Dube how are you doing for getting paid for all the calls at the shelters?

Ms. Dube responded she believed it is MassHealth and they get paid directly.

Mr. Cusolito asked are they doing a lot of calls over there?

Ms. Dube responded it has dropped significantly. They talk to them and provide a service to everyone.

The emergency and veterans services budget was discussed with an increase of 1.24%

Mr. Antanavica asked Mr. Jason Main how things were going.

Mr. Main responded he updated the AEDs in Town Hall. They are not cheap but we are now compliant on each floor. Mr. Genereux got the money to be able to get those. They are now working with some contractors to get training on AEDs and CPR. They have a plan in the works with MEMA and will be presenting soon.

Ms. Dube said Jason and her had attended a table-top drill, pull all resources together. MEMA had been extremely helpful in getting them prepared.

Ms. Wilson stated the budget is optimistic that they have no disasters.

Mr. Main responded you cannot plan for that. He always goes to the Town Administrator and MEMA. Leominster is a good example. They have been denied twice by FEMA.

Mr. Cusolito stated if something happens today, they only have so much left in the fiscal year.

Mr. Main responded the amount that Leominster went through – it went quick. The fire, as an example, at the senior housing was 14000 per day for hotels. He worked with MEMA to go over the importance of having funds they can pull from.

They discussed department 543 with a budgetary decrease of 32K and Mr. Main's efforts to reduce that.

Mr. Main stated he had gotten them onto federal programs. Through filing for VA benefits, he has been able to reduce our spending.

Mr. Genereux stated they had discussed making the stipend something more attractive and based on the hours that he works, it would be an increase.

Mr. Main said he sits on a board that involves many towns. He thinks they need to increase it over a few years. The position was billed for 8 hours a week. He does 16-24 hours each week. He wanted the town to be competitive in the future. 3 million comes into the town each year through the VA. The goal for next year is 4 million.

Mr. Antanavica stated he has done great work and has no problem with it.

Mr. Main said it is a rewarding position he gets tremendous joy from.

The DPW budget with an increase of 9.26% was discussed.

Mr. Lauzon spoke of oil and trash costs. From town and school perspective when he first arrived in Leicester, there was 5 or 6 companies. Now they have republic for schools and waste management for town. For the oil they go out to bid with the school buildings. They do that through the French River connection. They would include town hall, but not any of the other smaller buildings.

Mr. Cusolito stated the state contracts drop the price significantly. It can be 50-60 cents per gallon.

Mr. Genereux responded National Grid gives the town a credit and Syncarpha bills the town their portion. It comes through national grid and then Syncarpha bills for it.

Mr. Antanavica commented he liked the idea of having 2 trash vendors in case something goes wrong with one.

Mr. Duggan asked has there been any movement on the Pellegrino compactor?

Mr. Genereux stated they did a tour but have not heard back. The office will follow up.

They discussed the pest control budget.

Mr. Cusolito asked if they were still paying for a street light National Grid took down.

Mr. Lauzon responded he did not know.

Mr. Genereux said the budget has gone up 87.26% - take down trees, wont make much of a difference.

Mr. Lauzon said he did not have a boom truck, so they have to hire-out which is expensive. National Grid will take it down if it is close to the street.

Mr. Cusolito said they have been awful in his neighborhood. They have been less than cooperative and start cutting.

Mr. Antanavica said when they were here doing the scheduled stuff the town knew exactly where and when they would be.

Mr. Genereux began discussing the 950 facilities budget.

He said the goal is to increase the ability to track better. The budget was done on first full year of campus expenses. They pulled all of that data from 5 sources; 4 warrant articles and the shared account with the schools.

The analysis showed what it was at the end of 2023. These numbers were going to change, but that is the first attempt of getting rid of all the warrant articles. It should get better each year. The only thing that is not included is the amount they paid for insurance, which got moved to property/casualty.

Mr. Cusolito asked if they could get a list of the buildings and properties listed here.

Mr. Antanavica said he wanted to go back over 192 town-owned buildings.

Mr. Cusolito stated he doesn't understand the salary plan and why the RFO salary is listed.

Mr. Genereux responded it needs to be separate because it is not just municipal or just school.

Mr. Cusolito said he didn't think it should be all the way at the end. They have a DPW, but sometimes it says highway. The transfer of funds doesn't have to happen here. He doesn't like to see the salaries split like this.

Ms. Hannant asked if they approved more than 1.2 million for Becker?

Mr. Lauzon responded a lot of funds have separated. They sold the Victorians, and the school pays for the buildings they are using.

Mr. Cusolito asked who is paying heat and utilities for Winslow?

Mr. Genereux responded the town does, because it is no longer a school building.

Mr. Cusolito asked why there were two different building insurance policies.

Mr. Lauzon stated he walks with the insurance each year in those unoccupied buildings.

Mr. Cusolito stated they pay almost as much for occupied versus unoccupied.

They discussed department 192, town-owned buildings. With an increase of 7.08 percent.

Ms. Hannant asked do the library electric bills go through here?

Mr. Genereux responded yes.

Ms. Hannant responded it is a beautiful building, but do they have to have all of the lights on?

Mr. Lauzon said they have them on sensors and timers. The main floors are all daylight harvesters. Upstairs the lights go on as you go.

Mr. Cusolito asked what do we pay at hillcrest?

Mr. Genereux responded not much anymore. They pay electric for memorial. That is mainly for the library. They could put it in their budget, but that would increase their municipal appropriation.

Ms. Hannant asked the increase is just due to general costs?

Mr. Genereux stated mainly water and sewer.

Ms. Wilson asked who was responsible for department 197?

Mr. Lauzon confirmed he manages everything.

Mr. Cusolito said he has a town hall phone folder. He understood some departments have cell phones. in their budgets.

Ms. Lawrence stated we do that. It is charter, and Verizon, and paytech for long distance.

They began discussing the school budget.

Dr. Brett Kustigian said he wanted to give some background info. He will borrow a song – times they are a changing. This is a 25-year trend of the student population. They lost over 500 students over 25 years. The history and the funding, now that Chapter 70 is based on student population. The town is also changing. In 2030, projections are that we continue to lose students.

People are living longer and there are fewer school age children. This is an issue for a lot of towns west of 495. This is from 1993. Percentage of white students was 97. 2024 there were 66 percent white. One of the things that he thought people would question was the CMHA housing.

From 2023 to 2024 there is not much difference. CMHA had nothing to do with this. This will be posted on the website. 40% is economically disadvantaged. ELL students – students that do not speak fluently have resulted in asking teachers to teach to non-English-speaking population.

Dr. Kustigian asked how to attract students? Reverse the trend. They have done some surveys and an internship program. Parents are looking for more hands-on. He is a strong proponent of technical training. Assabet valley is no longer accepting new students. Tantasqua could be similar. Member districts are upset when a Leicester student comes in. There are limited opportunities for the students.

Mr. Menard asked are those children available in Leicester and they are going elsewhere?

Dr. Kustigian responded yes and yes. They have kids going to vocational schools. They just started and over time we think we can be competitive and get students in. Building and property maintenance – it is a great start and covers a lot. They are looking at culinary, health assisting, vet science. Once you get to five approved programs they have to offer an exploratory in freshman year. \$600k potentially. Culinary would be at Winslow Ave. and the goal is to have a restaurant down the line.

Mr. Cusolito asked did you find out what happened to the stuff in the kitchen?

Dr. Kustigian said they have been in there. Some is at Memorial and Fuller. The school doesn't want to mix food services with culinary. Health assisting, they are well on their way. What they have already blows away some technical schools. Vet science he said he had some concerns. It is very expensive. We want to press hold. They are approved for part A and can pick up part B next year.

Without a partner it is very expensive. Current cost paying to Assabet and Tantasqua. In 2 years Assabet will be 0. They project that they will save and keep the kids in-house with advanced manufacturing and some courses in business and finance as it is what parents are asking for. They do not get money for CNA and fire sciences.

He expressed how CMHA has impacted the schools with all three halls being filled and with student enrollment, they have not had more than 17, on a rolling basis. There is no way to project who is coming and who is going. It is very difficult to budget for. If there is an overnight influx, it will have a significant impact on the budget. Transportation – some students may move towns, but want to remain in Leicester schools. They have 50% cost burden for the buses.

Mr. Cusolito asked is that something they can talk to CMHA about?

Dr. Kustigian stated it is not a problem right now. He wanted to bring it up in case something changes. He stated he is happy to answer any questions. We did the zero-based budget and he believes in that. He discussed staffing and security with an open campus. He praised the police chief and commended the outstanding job he had done. Police chief has done an outstanding job. We are continuing to focus on security.

Special education is increasing significantly. The out-of-district severe special needs has increased. Utility bills are still being chased down. Mr. Genereux and he have discussed the 300K difference. What they are doing is freezing the budget. Dr. Kustigian was going to roll over some of the funds in to next year's special education. They can get through this year. The school committee will vote in March.

Ms. Hannant asked which number are they talking about being different from Mr. Genereux's? She knew they had all the encumbrances.

Dr. Kustigian stated for the first year ever the school turned back \$500. This year, by freezing the budget, they wouldn't be turning it back, but would move it into the special education.

Ms. Hannant asked what happens in 2026?

Dr. Kustigian responded there is no doubt they are rolling the dice. They will have fewer students going to Assabet and Tantasqua. He tells staff that he inherited a pretty deep hole. He is trying to think 5, 6, 7, even 8 years down the road. He thinks the town and LPS will be in much better shape.

Ms. Hannant stated she agreed that Mr. Kustigian has inherited a mess. She supported what he is trying to do. They would also have to support the town and the over-65's who fund this town.

Dr. Kustigian stated he didn't think that they can depend on an override. They have to get creative and heal it ourselves. The other thing is that there are no cuts to any other department. They could debate FY26 but this lets the town live another day. The other thing in the budget book is the grants. They are taking in a lot more than the past. The grant-writers are paying for themselves over and over. If we can get through one year without any and press on.

Mr. Cusolito stated grants are great. They have to make sure the grants are executed. A lot are one-chance shots. They have chances to get more money in town. They are not collecting all the property tax.

Dr. Kustigian responded he was really nervous last year. But people banded together and got it done. Many people donated time and resources to help the school out.

Mr. Menard stated he wanted people to understand that money has come back, even if it is not directly given back.

School Committee - the biggest piece is what Dr. Kustigian has done philosophically, is understanding the need to address a much larger audience than they have in the past. I think the town should embrace this 100%. They think this is a challenge and now they have to execute.

Mr. Menard stated he could tell everyone being on national committees for trades – there is a very big concern about not having enough tradespeople in the very near future.

Mr. Cusolito stated they still have a primary school busting at the seams.

Dr. Kustigian stated he was right. They have dividers in the library, using closets as offices. He was originally thinking of taking students and putting them in Swan Library, but it is too small. They could move them to the Middle School, or the 4th grade. To him it is a no-brainer to take the kindergarteners onto the first floor of the Middle School. He didn't want to push too much, too soon, too quickly. If they went slowly and more methodically – give them some time. They have seen other districts and it worked great.

Ms. Hannant asked won't that cost them extra for the restrooms and such?

Dr. Kustigian responded yes, though he didn't have an exact cost analysis right now. He didn't think adding kindergarten to that wing will be cost-neutral, but if it was well-thought-out it can be beneficial.

Mr. Cusolito stated there is a clear need to do it.

Dr. Kustigian stated there will always be needs. The town is doing all the maintenance now.

Ms. Hannant how big is a kindergarten class?

Dr. Kustigian said 77, this is the smallest class they have had. He wondered if this is part of the tumultuous year last year. Head Start is taking kids from other districts and that could be helpful.

Ms. Wilson asked could you go to the clerk when they get the census to see how many you have lost?

Dr. Kustigian stated Covid increased home-schooling throughout the Commonwealth. In talking to the families, there is some trust built up. There is a new charter school opening in Worcester and we are trying to see why they are going there.

Ms. Hannant asked if a lot of students lost knowledge during Covid and if they were catching up?

Dr. Kustigian replied they are, and there is still a lot of work to do. The other piece is that it is not all academics. Socially and emotionally it has had a significant impact. They learned a lot of lessons from Covid. One of the really positive things was a reading grant that they got for 1st and 2nd graders with small group instruction. It is very expensive, but it is very beneficial. He asked how do you replicate that for other schools? It is so expensive.

Mr. Menard made a motion to adjourn the Select Board meeting. Ms. Provencher seconded. Motion carries. (3-0-0) 9:44 PM

Ms. Hannant made a motion to adjourn the Advisory meeting. Seconded by Ms. Wilson. Motion carries. 9:44 PM. (5-0-0)

ADJOURN