



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

MEETING: X

PUBLIC HEARING:

DATE: April 16, 2024

TIME: 6:00pm

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. SCHEDULED ITEMS

- a. 6:00 PM – Red Cross Emergency Shelter Agreements
- b. 6:15 PM – One Day License Request/Request of Fee Waiver – Leicester Senior Senior Prom

2. CIVIC ANNOUNCEMENTS

- a. Town Meeting – May 7, 2024
- b. Earth Day cleanup – April 27, 2024

3. RESIGNATIONS AND APPOINTMENTS

- a. Vanessa Lopez – Open Space Committee
- b. Vivian Giles – Open Space Committee
- c. Sharon Nist – Open Space Committee
- d. Kurt Parliment – Open Space Committee
- e. Steve Dodge – Open Space Committee
- f. Matthew Fournier – Open Space Committee
- g. Dianna Provencher – Master Plan Committee
- h. Elizabeth Barrett – Master Plan Committee
- i. Kurt Parliment – Master Plan Committee
- j. Sharon Nist – Master Plan Committee
- k. Janice Park – Master Plan Committee
- l. Reappointment – Megan Canavan

4. OTHER BUSINESS

- a. Approval of Ambulance lease/purchase agreement
- b. Leicester Public Health Coalition – IMA
- c. DPW property maintenance discussion
- d. Contract Award – High School Campus, Common and Memorial Square Mowing
- e. Town Meeting – Vote warrant articles; sign warrant sheet
- f. Approval of Civic Plus Master Services agreement -Website & Permitting software
- g. Approve Civic Plus SOW

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TOWN CLERK'S OFFICE
LEICESTER, MASS.

h. Western Worcester County Major Crimes and Narcotics Task Force Mutual Aid Agreement

5. MEETING MINUTES

- a. March 11, 2024
- b. April 1, 2024
- c. April 8, 2024

6. APPROVE & RELEASE EXECUTIVE SESSION MEETING MINUTES

- a. August 21, 2023 – Exec Session
- b. September 18, 2023 – Exec Session
- c. October 5, 2023 – Exec Session
- d. November 6, 2023 – Exec Session
- e. August 7, 2023 – Exec Session
- f. November 20, 2023 – Exec Session
- g. November 27, 2023 – Exec Session
- h. December 11, 2023 – Exec Session
- i. December 18, 2023 – Exec Session
- j. January 11, 2024 – Exec Session
- k. February 5, 2024 – Exec Session
- l. February 20, 2024 – Exec Session

ADJOURN

RECEIVED
2024 APR 11 PM 5:29
TOWN CLERK'S OFFICE
LEICESTER, MASS.



Town of Leicester
Director of Veteran Services
3 Paxton St

01/18/2024

Leicester, Massachusetts 01524-1333

Phone: (508) 892-7022 ext. 1106 Fax: (508) 892-7044

www.leicesterma.org

TO: TOWN ADMINISTRATOR

FROM: JASON MAIN DIRECTOR OF EMERGENCY MANAGEMENT

SUB: RED CROSS SHELTER MOU'S FOR REVIEW

Attached are the MOUs and Facility Use Agreement for the town (1 Facility Use Agreement). Please Review them and have the select board review as well, I will need either the chair of the board or yourself to sign the facilities agreement. These MOUs allow us to open a shelter with red cross support if needed. I can sign the MOUs but need you or the chair to sign the facilities agreement.

Thank You,

Jason M Main USN RET.
Director of Emergency Management
Town of Leicester
3 Paxton St
Leicester, MA 01524
508-892-7022 ext 1106
Cell: 978-831-8945



Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	Town of Leicester
Address	3 Washburn Square, Leicester, MA 01524
24-Hour Point of Contact Name and Title Work Phone Cell Phone Email	
Address for Official Notices (only if different from above address)	

Red Cross:

Chapter Name	American Red Cross of Central Massachusetts
Chapter Address	2000 Century Drive, Worcester, MA 01606
24-Hour Point of Contact Name and Title Work Phone Cell Phone Email address	Luca Calvani Central Mass Disaster Program Manager 800-564-1234 [REDACTED] Luca.calvani@redcross.org
Address for Official Notices	American Red Cross Massachusetts Regional Headquarters, 101 Station Landing, Suite 601, Medford, MA 02155

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

Old Middle School, 70 Winslow Ave, Leicester, MA 01524

Becker Gym, Flint Way, Leicester, MA 01524

Leicester Senior Center, 40 Winslow Ave, Leicester, MA 01524

Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.
8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility



Facility Use Agreement

Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.



Facility Use Agreement

9. Fee (This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.): Both parties must initial one of the two statements below:

- a. Owner will not charge a fee for the use of the Facility.
Owner initials: _____ Red Cross initials: _____
- b. The Red Cross will pay \$_____ per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials: _____

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.



Facility Use Agreement

Digital Signature: Each party agrees that either party's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

The American National Red Cross

Owner (Legal Name)

(Legal Name)

By (Signature)

By (Signature)

Name (Printed)

Name (Printed)

Title

Title

Date

Date

Memorandum of Understanding
Between
The American Red Cross, Massachusetts Region
and
Town of Leicester, MA

This Memorandum of Understanding (MOU) provides a broad framework for cooperation between the two organizations in preparing for and responding to disasters. The purpose of this document is to clarify roles, expectations, and commitments that have been agreed upon between the American Red Cross (ARC) and the town of Leicester, MA when operating a Regional or Local Shelter.

Facility: Becker Gym
Address: Flint Way, Leicester, MA 01524

Management Arrangements

- ☐ **Red Cross managed shelters** are managed by the Red Cross, often in cooperation with a variety of partners. Partners include facility owners and other agencies who provide niche services, supplies and equipment, or staff who are willing to participate as Red Cross shelter workers to help the population within the shelter.
- ☒ **Partner-managed shelters** are managed by partners, but if following Red Cross principles, may receive material and workforce support from the Red Cross.

Shelter Type

- ☒ **Evacuation Shelter:** Shelters intended to operate for 24-48 hours to provide immediate short-term shelter for those evacuated due to approaching storms, wildfires, floods, or other hazards. Provide limited services.
- ☒ **Emergency Shelter:** Shelters intended to provide a full range of shelter services for clients unable to return home due to damage, inaccessibility, or other circumstances. Intended to provide longer term services than evacuation shelters.
- ☒ **Evacuation Shelter will Transition to Emergency Shelter if Necessary**

Expectations and Commitments

	Emergency Management Agency	American Red Cross of Massachusetts
24 hr. Point of Contact	Jason Main Dir. of Emergency Management maonj@leicesterma.org [REDACTED]	Luca Calvani Central MA Disaster Program Manager Luca.calvani@redcross.org [REDACTED]
Shelter Supplies	25 Cots and floor mats, linen and blankets for each, Animal Cages and Boxes. Tables Chairs and Signage	ARC will supply necessary items. (100-person supply trailers deployed as needed).
Shelter Manager	Jason Main Dir. of Emergency Management	ARC will assign Shelter Manager as necessary
Shelter Workforce	CERT Team (4 members tentatively)	ARC will assign Shelter Associates as necessary
Health Services	Board of Health / EMS on call	ARC Health Services support can be deployed as necessary
Mental Health Services	None	ARC Mental Health Services support can be deployed as necessary
Maintenance/Custodial Services	DPW/ Maintenance Director	
Pet Support	CMDART/ Possible use of vet clinic at old Becker campus would need staffing	
Feeding	Would call in assistance from MEMA Or could feed through coordination with School cafeteria across street	ARC will contact feeding providers as necessary

Communications	EMD Notifies Town Administrator Select Board Liaison Fire Chief Police Chief Health Department School Sup DPW Director	ARC Government Liaison notifies Territory Disaster Program Manager and Regional Mass Care Manager
Security	Leicester PD on call	

For Emergency Management Agency	For American Red Cross of Massachusetts
Signature:	Signature:
Name:	Name: Scott Tsopas
Title:	Title: Mass Care & Logistics Regional Manager
Date:	Date:

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and
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Facility: Leicester Senior Center
Address: 40 Winslow Ave, Leicester, MA 01524

Management Arrangements

- ☐ **Red Cross managed shelters** are managed by the Red Cross, often in cooperation with a variety of partners. Partners include facility owners and other agencies who provide niche services, supplies and equipment, or staff who are willing to participate as Red Cross shelter workers to help the population within the shelter.
- ☒ **Partner-managed shelters** are managed by partners, but if following Red Cross principles, may receive material and workforce support from the Red Cross.

Shelter Type

- ☒ **Evacuation Shelter**: Shelters intended to operate for 24-48 hours to provide immediate short-term shelter for those evacuated due to approaching storms, wildfires, floods, or other hazards. Provide limited services.
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Expectations and Commitments

24 hr. Point of Contact	Emergency Management Agency	Luca Calvani Central MA Disaster Program Manager Luca.calvani@redcross.org [REDACTED]
	Jason Main Dir. of Emergency Management maoni@leicesterma.org [REDACTED]	
Shelter Supplies	25 Cots and floor mats, linen and blankets for each, Animal Cages and Boxes. Tables Chairs and Signage	ARC will supply necessary items. (100-person supply trailers deployed as needed).
Shelter Manager	Jason Main Dir. of Emergency Management	ARC will assign Shelter Manager as necessary
Shelter Workforce	CERT Team (4 members tentatively)	ARC will assign Shelter Associates as necessary
Health Services	Board of Health / EMS on call	ARC Health Services support can be deployed as necessary
Mental Health Services	None	ARC Mental Health Services support can be deployed as necessary
Maintenance/Custodial Services	DPW/ Maintenance Director	
Pet Support	CMDART/ Possible use of vet clinic at old Becker campus would need staffing	
Feeding	Would call in assistance from MEMA Or could feed through on site cafeteria	ARC will contact feeding providers as necessary

Communications	EMD Notifies Town Administrator Select Board Liaison Fire Chief Police Chief Health Department School Sup DPW Director	ARC Government Liaison notifies Territory Disaster Program Manager and Regional Mass Care Manager
Security	Leicester PD on call	

For Emergency Management Agency	For American Red Cross of Massachusetts
Signature:	Signature:
Name:	Name: Scott Tsopas
Title:	Title: Mass Care & Logistics Regional Manager
Date:	Date:

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Facility: Leicester Old Middle School
Address: 70 Winslow Ave, Leicester, MA 01524

Management Arrangements

- ☐ **Red Cross managed shelters** are managed by the Red Cross, often in cooperation with a variety of partners. Partners include facility owners and other agencies who provide niche services, supplies and equipment, or staff who are willing to participate as Red Cross shelter workers to help the population within the shelter.
- ☒ **Partner-managed shelters** are managed by partners, but if following Red Cross principles, may receive material and workforce support from the Red Cross.

Shelter Type

X Evacuation Shelter: Shelters intended to operate for 24-48 hours to provide immediate short-term shelter for those evacuated due to approaching storms, wildfires, floods, or other hazards. Provide limited services.

X Emergency Shelter: Shelters intended to provide a full range of shelter services for clients unable to return home due to damage, inaccessibility, or other circumstances. Intended to provide longer term services than evacuation shelters.

X Evacuation Shelter will Transition to Emergency Shelter if Necessary

Expectations and Commitments

	Emergency Management Agency	American Red Cross of Massachusetts
24 hr. Point of Contact	Jason Main Dir. Of emergency Management mainj@leicesterma.org [REDACTED]	Luca Calvani Central MA Disaster Program Manager Luca.calvani@redcross.org [REDACTED]
Shelter Supplies	25 Cots, floor mats, lines and blankets for each. Animal cages and boxes, tables chairs and signage	ARC will supply necessary items. (100-person supply trailers deployed as needed).
Shelter Manager	Jason Main Dir of Emergency Management	ARC will assign Shelter Manager as necessary
Shelter Workforce	Cert Team (4 members tentatively)	ARC will assign Shelter Associates as necessary
Health Services	Board of Health/ EMS On Call	ARC Health Services support can be deployed as necessary
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Maintenance/Custodial Services	DPW/ Maintenance Director	
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Feeding	Would call on MEMA assistance or could feed out of onsite cafeteria	ARC will contact feeding providers as necessary
Communications	EMD Notifies Town Administrator Select Board Liaison Fire Chief Police Chief Health Department School Sup. DPW Director	ARC Government Liaison notifies Territory Disaster Program Manager and Regional Mass Care Manager

Security	Leicester PD on Call	
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For Emergency Management Agency	For American Red Cross of Massachusetts
Signature:	Signature:
Name:	Name: Scott Tsopas
Title:	Title: Mass Care & Logistics Regional Manager
Date:	Date:



TOWN OF LEICESTER
3 WASHBURN SQUARE
LEICESTER, MASSACHUSETTS 01524
508-892-7077

**LEICESTER
SELECT BOARD**

SPECIAL ("One-Day") ALCOHOL LICENSE APPLICATION

Fee: \$50.00 per day

If requesting a fee waiver, please attach letter

Check one: Wine & Malt ☒ Malt Only () Wine Only ()

(For Non-Profit 501c3 Organizations Only) – All Alcohol ()

Please attach a copy of your 501c3 Certificate.

Applicant's Name: Leicester Public Schools
(Please note the applicant must be an individual, not a business)

Contact Telephone Number: 508-892-7040 Applicant's Email Address: kustigianh@lpsma.net

Name/Purpose for the Event: Senior-Senior Prom

Event Date(s): April 25 Requested Days and Hours of Liquor Service: 5:30-8:30

Event Location Street Address: 964 Main St, Leicester, MA L.H.S.
(Please submit a map, hand drawn is fine, of where the liquor will be served/consumed, noting indoors or outdoors.)

Do you have permission from the Property Owner to hold the Event at this Location? yes
(Please attach letter of permission.)

Organization sponsoring the Event: Leicester Public Schools & the Leicester
Organization's Street Address: Town of Leicester, 3 Washburn Sq, Senior Center
Number of People Expected to Attend (including staff and volunteers): 100 Leicester, MA

Bartender or Caterer's Name & SS# or FIN: Jeff Eller [REDACTED]

Name of Liquor License Holder if applicable (Attach copy of License): Jeff Eller

Has/have the Bartender(s) been trained in Alcohol Service? yes If yes, attach a copy of the Training Certificate

Do you have Liquor Liability Insurance? yes If yes, attach a copy of the Certificate of Insurance

Please note, if approved, the applicant shall be responsible for contacting the Leicester Police Department to arrange and pay for any required Police Detail(s).

I, the undersigned, understand and agree to the restriction and responsibilities of holding a One-Day Alcohol License and certify that I am not prohibited from holding such license. I agree that the Town of Leicester is in no way responsible for the actions of the applicant.

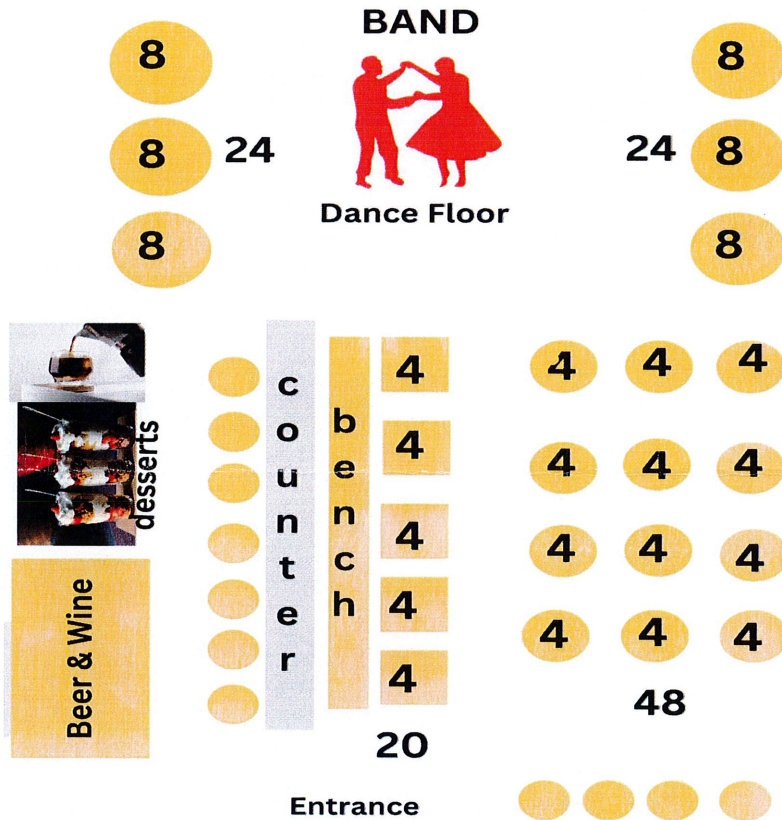
[Signature]
APPLICANT'S SIGNATURE

4/11/24
DATE SUBMITTED

SELECT BOARD CHAIR OR TOWN ADMINISTRATOR

DATE APPROVED

Floor Plan
Senior-Senior Prom



Leicester High School
(Fueber) 964 Main St.
First Floor, Cafeteria
Leicester, MA 01524

April 25, Thursday
5:30 - 8:30 pm.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2024

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 Sullivan Insurance Group Inc 1 Mercantile Street Suite 710 Worcester MA 01608	CONTACT NAME: Ryan K. Prentis PHONE (A/G, No, Ext): (508) 791-2241 FAX (A/G, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Company INSURER B: Plymouth Rock Assurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 30104 14737
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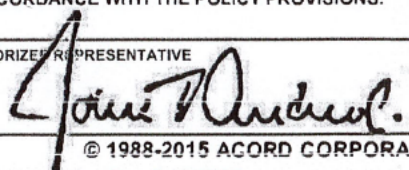
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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)	LIMIT
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:			02/22/2024	02/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			02/22/2024	02/22/2025	COMBINED SINGLE LIMIT (Ea accident) 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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			02/22/2024	02/22/2025	EACH OCCURRENCE AGGREGATE
	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 type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Liquor Liability		08SBABC9KA1	02/22/2024	02/22/2025	Each Occurrence \$1,000,000 Aggregate Limit \$2,000,000

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

CERTIFICATE HOLDER

For Informational Purposes 190 Main Street Cherry Valley, MA 01611-3141	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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A 360TRAINING COMPANY

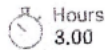
CERTIFICATE OF COMPLETION

This certifies that

Jeffery Eller

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



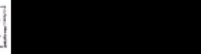
Hours
3.00



Completion Date
04/24/2023



Expiration Date
04/23/2026



Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78748 | 877.681.2235 | www.360training.com

(CUT HERE)

(CUT HERE)



Issued: 04/24/2023
Certificate

Jeffery Eller

CERTIFIED

Expires: 04/23/2026



Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature

LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The Town of Leicester

MASSACHUSETTS

HEREBY GRANTS A

COMMON VICTUALER

License to Expose, Keep for Sale, and to Sell

All Kinds of Alcoholic Beverages

To Be Drunk On the Premises

To JEFFERY H. AND LUCY A. ELLER D/B/A ELLER'S

JEFFERY ELLER, MANAGER #00030-RS-0600

on the following described premises

190 MAIN STREET, CHERRY VALLEY MA 01611

APPROXIMATELY 4700 SQ FT, 4 EXITS, TWO IN DINING ROOM, TWO IN KITCHEN. KITCHEN WITH
EMPLOYEE RESTROOM, OFFICE, DRY STORAGE, LIQUOR STORAGE, WALK-IN COOLERS. DINING
ROOM WITH TWO ADA RESTROOMS, WAITING AREA, LOUNGE AND BAR.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 20²⁴, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 11th day of December 20 23

The Hours during which Alcoholic
Beverages may be sold are

From

8:00AM-2:00AM MONDAY

THRU SATURDAY

10:00AM-2:00AM SUNDAY

Rick O. [Signature]
Dennis [Signature]
Therese [Signature]

LICENSING BOARD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ



Leicester Public Schools

KNOWLEDGE • SKILLS • CHARACTER

Brett Kustigian, Ed.D., Superintendent

3 Washburn Square, Leicester, MA 01524

P. 508.892.7040 F. 508-892-7063

www.lpsma.net



April 11, 2024

To: Leicester Board of Selectman

From: Brett Kustigian

Re: Senior Citizen Prom 2024

Dear Board of Selectman,

I am writing to respectfully request your permission to allow beer and wine to be served at the annual Leicester Senior Citizen Prom 2024 scheduled for April 25, 2024 at Leicester High School. I am further requesting that you waive the fee for the one-day license.

Please contact me for further details and or any questions.

Thank you for your consideration,

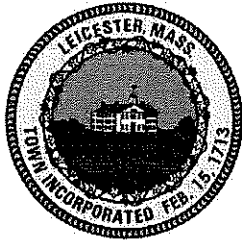
Brett Kustigian

Leicester Public Schools Superintendent

kustigianb@lpsma.net

508-892-7040 x. 9003

The Leicester Public School District does not discriminate on the basis of race, color, sex, sexual orientation, gender identity, religion, disability, pregnancy and pregnancy-related condition, age, active military/veteran status, ancestry, or national or ethnic origin in the administration of its educational policies, employment policies, and other administered programs and activities. In addition, students who are homeless or of limited English-speaking ability are protected from discrimination in accessing the course of study and other opportunities available through the schools.



Town of Leicester PLANNING BOARD

3 Washburn Square
Leicester, Massachusetts, 01524-1333
Phone: 508-892-7007 Fax: 508-892-7070
www.leicesterma.org

MEMORANDUM

To: Town Administrator's Office
From: Lisa Westwell ^{LW}
Administrative Assistant to the Planning Department
Date: March 14, 2024
Re: Appointments to the Open Space & Recreation Plan Implementation Committee

The Conservation Commission voted to recommend the appointment of Vanessa Lopez and Vivian Giles to the Open Space & Recreation Plan Implementation Committee at their March 13, 2024 meeting. Please add these appointments to the Board of Selectmen's next agenda. Ms. Lopez and Ms. Giles Citizen Volunteer Forms are attached.



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Vanessa Lopez

HOME TEL. [REDACTED]

ADDRESS [REDACTED]

WORK TEL. [REDACTED]

EMAIL ADDRESS [REDACTED]

Are you a citizen? ☒ Yes ☐ No

Are you a registered voter? ☒ Yes ☐ No

- ☐ Advisory/Finance Committee
- ☐ Agricultural Commission
- ☐ Arts Council
- ☐ Bandstand Committee
- ☐ Burncoat Park Planning Committee
- ☐ Bylaw Committee
- ☐ Capital Improvement Planning Comm.
- ☐ Commission on Disabilities
- ☒ Conservation Commission
(Currently serving on Commission)

- ☐ Economic Development Committee
- ☐ Historical Commission
- ☐ Memorial Day Committee
- ☐ Parks and Recreation Committee
- ☐ Recycling Committee
- ☐ Road Conversion Committee
- ☐ Stormwater Committee
- ☐ Zoning Board of Appeals
- ☒ Other Open Space & Rec Plan
Implementation Committee

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☐ Four ☐ Two ☒ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☐ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☐ Yes ☐ No

If not, when are you **NOT** available?

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: [REDACTED]

Bachelors in Psychology

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

Town of Leicester: Are you currently or have you ever been employed by the Town? ☐ Yes ☒ No

If yes, state position(s) and date(s): _____

*Other Experience: Start with present or last job (include title) and military service assignments.
Exclude organizations' names which indicate race, religion, sex, or national origin.*

Director at a town park and event venue, non profit work, activities coordinator for ARC (folks

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have:

I feel it is important to play an active role in town decision making. I'm very community minded and also have a passion for the outdoors and public spaces.

Sometimes there is a short-term need for special background skills.

Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

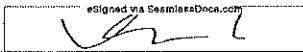
I possess the following training or experience:

- | | | |
|---|--|--|
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Economics | <input type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts | <input type="checkbox"/> Government Contracts |
| <input type="checkbox"/> Health Care | <input type="checkbox"/> Historic Activities | <input checked="" type="checkbox"/> Human Services |
| <input type="checkbox"/> Insurance | <input type="checkbox"/> Land Use Planning | <input checked="" type="checkbox"/> Grant Writing |
| <input type="checkbox"/> Law | <input type="checkbox"/> Management | <input type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal | <input type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Science | <input type="checkbox"/> Statistics | <input type="checkbox"/> Survey Research |
| <input type="checkbox"/> Systems Analysis | <input type="checkbox"/> Transportation | |

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
Conservation commission member	2023-2024	Leicester
Friends of Veasey Board member	2018-2024	Groveland MA
La Casita Cultura volunteer	2022-2024	Worcester

eSigned via DocuSign

Key: cb541c93b8d048db8e2b6337f7e202f
Signature of Applicant

02-07-2024

Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Vivian Giles

ADDRESS: [REDACTED]

HOME TEL. [REDACTED]

WORK TEL.

EMAIL ADDRESS: [REDACTED]

Are you a citizen? ☒ Yes ☐ No

Are you a registered voter? ☐ Yes ☒ No

- ☐ Advisory/Finance Committee
- ☐ Agricultural Commission
- ☐ Arts Council
- ☐ Bandstand Committee
- ☐ Burncoat Park Planning Committee
- ☐ Bylaw Committee
- ☐ Capital Improvement Planning Comm.
- ☐ Commission on Disabilities
- ☐ Conservation Commission

- ☐ Economic Development Committee
- ☐ Historical Commission
- ☐ Memorial Day Committee
- ☐ Parks and Recreation Committee
- ☐ Recycling Committee
- ☐ Road Conversion Committee
- ☐ Stormwater Committee
- ☐ Zoning Board of Appeals
- ☐ Other Open Space Committee

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☒ Four ☐ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☐ Monday ☒ Tuesday ☐ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

If not, when are you **NOT** available?

☐ Winter ☒ Spring ☐ Summer ☐ Autumn

EDUCATION:

I am a current junior at Leicester High School.

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

Town of Leicester: Are you currently or have you ever been employed by the Town? ☐ Yes ☒ No

If yes, state position(s) and date(s): _____

Other Experience: Start with present or last job (include title) and military service assignments. Exclude organizations' names which indicate race, religion, sex, or national origin.

I am currently a hostess one night a week at Pepe's Pizzeria in Worcester. However, I have
I am a current Varsity Athlete at LHS.

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have:

I've played town sports in the past, and it has been valuable to me. I have continued my sports into clubs and travel teams. I am planning to have an environmental focus in my

Sometimes there is a short-term need for special background skills.

Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

I possess the following training or experience:

- | | | |
|---|--|---|
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Economics | <input type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts | <input type="checkbox"/> Government Contracts |
| <input type="checkbox"/> Health Care | <input type="checkbox"/> Historic Activities | <input type="checkbox"/> Human Services |
| <input type="checkbox"/> Insurance | <input type="checkbox"/> Land Use Planning | <input type="checkbox"/> Grant Writing |
| <input type="checkbox"/> Law | <input type="checkbox"/> Management | <input type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal | <input type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Science | <input type="checkbox"/> Statistics | <input type="checkbox"/> Survey Research |
| <input type="checkbox"/> Systems Analysis | <input type="checkbox"/> Transportation | |

Other Skills & Interests:

As a high school student, I have been invited to speak at numerous town and community events. I'm an honors and AP student at LHS.

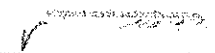
Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity

Date(s)

City or Town

_____	_____	_____
_____	_____	_____
_____	_____	_____


Signature of Applicant

01-10-2024

Date

Thank you for your interest in serving the Town of Leicester



Town of Leicester PLANNING BOARD

3 Washburn Square
Leicester, Massachusetts, 01524-1333
Phone: 508-892-7007 Fax: 508-892-7070
www.leicesterma.org

MEMORANDUM

To: Town Administrator's Office
From: Lisa Westwell ^{LW}
Administrative Assistant to the Planning Department
Date: April 10, 2024
Re: Appointments to the Open Space & Recreation Plan Implementation Committee

The Conservation Commission voted to recommend the appointment of Steve Dodge, Sharon Nist, Kurt Parliment, and Matthew Fournier to the Open Space & Recreation Plan Implementation Committee at their April 10, 2024 meeting. Please add these appointments to the Board of Selectmen's next agenda. Citizen Volunteer Forms are attached.



NAME Steve Dodge HOME TEL. [REDACTED]
ADDRESS: [REDACTED] WORK TEL. [REDACTED]

<input type="checkbox"/> Advisory/Finance Committee	<input type="checkbox"/> Economic Development Committee
<input type="checkbox"/> Agricultural Commission	<input type="checkbox"/> Historical Commission
<input type="checkbox"/> Arts Council	<input type="checkbox"/> Memorial Day Committee
<input type="checkbox"/> Bandstand Committee	<input type="checkbox"/> Parks and Recreation Committee
<input type="checkbox"/> Burncoat Park Planning Committee	<input type="checkbox"/> Recycling Committee
<input type="checkbox"/> Bylaw Committee	<input type="checkbox"/> Road Conversion Committee
<input type="checkbox"/> Capital Improvement Planning Comm.	<input type="checkbox"/> Stormwater Committee
<input type="checkbox"/> Commission on Disabilities	<input type="checkbox"/> Zoning Board of Appeals
<input type="checkbox"/> Conservation Commission	<input type="checkbox"/> Other

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

Town of Leicester: Are you currently or have you ever been employed by the Town? ☐ Yes ☒ No

If yes, state position(s) and date(s): _____

Other Experience: Start with present or last job (include title) and military service assignments.
Exclude organizations' names which indicate race, religion, sex, or national origin.

manager of maple hill / event organizer mvp open disc golf event

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have: _____

Open Space and Recreation Plan Implementation Comm - it feels like time to give back

and get involved with the town a bit more.

Sometimes there is a short-term need for special background skills.

Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

I possess the following training or experience:

- | | | |
|--|--|---|
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Economics | <input type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts | <input type="checkbox"/> Government Contracts |
| <input type="checkbox"/> Health Care | <input type="checkbox"/> Historic Activities | <input type="checkbox"/> Human Services |
| <input type="checkbox"/> Insurance | <input type="checkbox"/> Land Use Planning | <input type="checkbox"/> Grant Writing |
| <input type="checkbox"/> Law | <input checked="" type="checkbox"/> Management | <input type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal | <input checked="" type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Science | <input checked="" type="checkbox"/> Statistics | <input type="checkbox"/> Survey Research |
| <input checked="" type="checkbox"/> Systems Analysis | <input type="checkbox"/> Transportation | |

Other Skills & Interests:
I'm pretty good at streamlining stuff, just like everyone. :-)

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
-------------------	---------	--------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Applicant
Steven Leigh Dodge
Signature of Applicant

01-11-2024

Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Nick Sumner J. HOME TEL [REDACTED]

ADDRESS: [REDACTED] WORK TEL. [REDACTED]
LEICESTER

EMAIL ADDRESS: [REDACTED]

Are you a citizen? ☒ Yes ☐ No Are you a registered voter? ☒ Yes ☐ No

- | | |
|---|---|
| <input type="checkbox"/> Advisory/Finance Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Agricultural Commission | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Arts Council | <input type="checkbox"/> Memorial Day Committee |
| <input type="checkbox"/> Bandstand Committee | <input type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Burncoat Park Planning Committee | <input type="checkbox"/> Recycling Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> Road Conversion Committee |
| <input type="checkbox"/> Capital Improvement Planning Comm. | <input type="checkbox"/> Stormwater Committee |
| <input type="checkbox"/> Commission on Disabilities | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Conservation Commission | <input checked="" type="checkbox"/> Other <u>PLANNING BOARD LIAISON FOR</u> |
| | <u>1. OPEN SPACE COMMITTEE</u> |
| | <u>2. MASTER PLAN</u> |

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☒ Four ☐ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

If not, when are you **NOT** available?

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: MASTERS IN SCIENCE EDUCATION

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

Town of Leicester: Are you currently or have you ever been employed by the Town? ☒ Yes ☐ No

If yes, state position(s) and date(s): SUBSTITUTE TEACHER / POLL WORKER

Other Experience: Start with present or last job (include title) and military service assignments.
Exclude organizations' names which indicate race, religion, sex, or national origin.

RETIRED MIDDLE SCHOOL SCIENCE TEACHER

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have: HAVE BEEN ON BOTH COMMITTEES IN

THE PAST

Sometimes there is a short-term need for special background skills.

Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

I possess the following training or experience:

- | | | |
|---|---|---|
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Economics | <input type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input checked="" type="checkbox"/> Fine Arts | <input type="checkbox"/> Government Contracts |
| <input type="checkbox"/> Health Care | <input checked="" type="checkbox"/> Historic Activities | <input type="checkbox"/> Human Services |
| <input type="checkbox"/> Insurance | <input type="checkbox"/> Land Use Planning | <input type="checkbox"/> Grant Writing |
| <input type="checkbox"/> Law | <input type="checkbox"/> Management | <input type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal | <input type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate |
| <input checked="" type="checkbox"/> Science | <input type="checkbox"/> Statistics | <input type="checkbox"/> Survey Research |
| <input type="checkbox"/> Systems Analysis | <input type="checkbox"/> Transportation | |

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
<u>PLANNING BOARD</u>	<u>PRESENT</u>	<u>LEICESTER</u>
<u>ARTS COUNCIL</u>	<u>PRESENT</u>	<u>LEICESTER</u>
<u>HARVEST FAIR</u>	<u>PRESENT</u>	<u>LEICESTER</u>
<u>CAPITAL IMPROVEMENT RECYCLING</u>	<u>PRESENT PRESENT</u>	<u>11/11/24</u>
Signature of Applicant <u>Sharon J. Spick</u>		Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Kurt Parliment HOME TEL [REDACTED]
ADDRESS: [REDACTED] WORK TEL [REDACTED]
Leicester MA 01524
EMAIL ADDRESS: [REDACTED]

Are you a citizen? ☒ Yes ☐ No Are you a registered voter? ☒ Yes ☐ No

- | | |
|---|--|
| <input type="checkbox"/> Advisory/Finance Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Agricultural Commission | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Arts Council | <input type="checkbox"/> Memorial Day Committee |
| <input type="checkbox"/> Bandstand Committee | <input type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Burncoat Park Planning Committee | <input type="checkbox"/> Recycling Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> Road Conversion Committee |
| <input type="checkbox"/> Capital Improvement Planning Comm. | <input type="checkbox"/> Stormwater Committee |
| <input type="checkbox"/> Commission on Disabilities | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Conservation Commission | <input checked="" type="checkbox"/> Other <u>OPEN SPACE - LAND TRUST LIAISON</u>
<u>MASTER PLAN - AT LARGE MEMBER</u> |

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☒ Four ☐ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

If not, when are you **NOT** available?

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: Plymouth HS Leicester Sa Va Wilson

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

Town of Leicester: Are you currently or have you ever been employed by the Town? ☒ Yes ☐ No

If yes, state position(s) and date(s): Served City Bus Driver Fall 2008

Other Experience: Start with present or last job (include title) and military service assignments.
Exclude organizations' names which indicate race, religion, sex, or national origin.

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have: Want to help

Sometimes there is a short-term need for special background skills.

Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

I possess the following training or experience:

- | | | |
|---|---|---|
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input checked="" type="checkbox"/> Construction | <input type="checkbox"/> Economics | <input checked="" type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts | <input type="checkbox"/> Government Contracts |
| <input type="checkbox"/> Health Care | <input checked="" type="checkbox"/> Historic Activities | <input type="checkbox"/> Human Services |
| <input type="checkbox"/> Insurance | <input type="checkbox"/> Land Use Planning | <input type="checkbox"/> Grant Writing |
| <input type="checkbox"/> Law | <input type="checkbox"/> Management | <input type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal | <input type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Science | <input type="checkbox"/> Statistics | <input type="checkbox"/> Survey Research |
| <input type="checkbox"/> Systems Analysis | <input checked="" type="checkbox"/> Transportation | |

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
<u>ZBA</u>		<u>Leicester</u>
<u>Arts Council</u>		<u>"</u>
<u>Ag Comm. gov. person</u>		<u>"</u>
<u>[Signature]</u>		<u>1/24/24</u>
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Matt Fournier HOME TEL [REDACTED]
ADDRESS [REDACTED] WORK TEL [REDACTED]
Leicester, MA 01524
EMAIL ADDRESS: [REDACTED]

Are you a citizen? ☒ Yes ☐ No Are you a registered voter? ☒ Yes ☐ No

- | | |
|---|--|
| <input type="checkbox"/> Advisory/Finance Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Agricultural Commission | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Arts Council | <input type="checkbox"/> Memorial Day Committee |
| <input type="checkbox"/> Bandstand Committee | <input type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Burncoat Park Planning Committee | <input type="checkbox"/> Recycling Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> Road Conversion Committee |
| <input type="checkbox"/> Capital Improvement Planning Comm. | <input type="checkbox"/> Stormwater Committee |
| <input type="checkbox"/> Commission on Disabilities | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Other <u>Open Space & Rec</u> |

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☐ Four ☒ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☐ Monday ☒ Tuesday ☒ Wednesday ☐ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

If not, when are you **NOT** available?

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION:

Bachelor of Science in Math from Worcester State University

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

Town of Leicester: Are you currently or have you ever been employed by the Town? ☐ Yes ☒ No

If yes, state position(s) and date(s): _____

Other Experience: Start with present or last job (include title) and military service assignments.
Exclude organizations' names which indicate race, religion, sex, or national origin.

General Manager/Senior Designer for Sunroom Living LLC

Chair of Leicester Parks & Rec

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have: _____

Looking for member of Parks & Rec for Open Space & Rec Committee

Sometimes there is a short-term need for special background skills.

Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

I possess the following training or experience:

- | | | |
|---|--|---|
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Economics | <input type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts | <input type="checkbox"/> Government Contracts |
| <input type="checkbox"/> Health Care | <input type="checkbox"/> Historic Activities | <input type="checkbox"/> Human Services |
| <input type="checkbox"/> Insurance | <input type="checkbox"/> Land Use Planning | <input type="checkbox"/> Grant Writing |
| <input type="checkbox"/> Law | <input checked="" type="checkbox"/> Management | <input type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal | <input type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Science | <input type="checkbox"/> Statistics | <input type="checkbox"/> Survey Research |
| <input type="checkbox"/> Systems Analysis | <input type="checkbox"/> Transportation | |

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
Leicester Parks & Rec Committee	8/22 - Present	Leicester
_____	_____	_____
_____	_____	_____

eSigned via SeamlessDocs.com

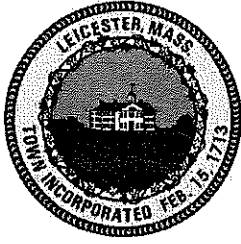
George Matthew Fournier

Signature of Applicant

03-26-2024

Date

Thank you for your interest in serving the Town of Leicester



Town of Leicester PLANNING BOARD

3 Washburn Square
Leicester, Massachusetts, 01524-1333
Phone: 508-892-7007 Fax: 508-892-7070
www.leicesterma.org

MEMORANDUM

To: Town Administrator's Office
From: Lisa Westwell ^{LW}
Administrative Assistant to the Planning Department
Date: April 8, 2024
Re: Appointments to the Master Plan Committee

The Planning Board voted to recommend the appointment of Dianna Proventure and Elizabeth Barrett to the Master Plan Committee at their April 3, 2024 meeting. Please add these appointments to the Board of Selectmen's next agenda. Citizen Volunteer Forms are attached.



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME: Danna Papernich HOME TEL. _____

ADDRESS: _____ WORK TEL. _____

EMAIL ADDRESS: _____

Are you a citizen? ☒ Yes ☐ No Are you a registered voter? ☒ Yes ☐ No

- | | |
|---|--|
| <input type="checkbox"/> Advisory/Finance Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Agricultural Commission | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Arts Council | <input type="checkbox"/> Memorial Day Committee |
| <input type="checkbox"/> Bandstand Committee | <input type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Burncoat Park Planning Committee | <input type="checkbox"/> Recycling Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> Road Conversion Committee |
| <input type="checkbox"/> Capital Improvement Planning Comm. | <input type="checkbox"/> Stormwater Committee |
| <input type="checkbox"/> Commission on Disabilities | <input checked="" type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Conservation Commission | <input checked="" type="checkbox"/> Other <u>MASTER PLAN</u> |

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☐ Four ☐ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday

Are you available throughout the year for committee meetings?

☐ Yes ☐ No

If not, when are you **NOT** available?

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: _____

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

Town of Leicester: Are you currently or have you ever been employed by the Town? ☐ Yes ☐ No

If yes, state position(s) and date(s): _____

Other Experience: Start with present or last job (include title) and military service assignments.
Exclude organizations' names which indicate race, religion, sex, or national origin.

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have: _____

Sometimes there is a short-term need for special background skills.

Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

I possess the following training or experience:

- | | | |
|---|--|---|
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Economics | <input type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts | <input type="checkbox"/> Government Contracts |
| <input type="checkbox"/> Health Care | <input type="checkbox"/> Historic Activities | <input type="checkbox"/> Human Services |
| <input type="checkbox"/> Insurance | <input type="checkbox"/> Land Use Planning | <input type="checkbox"/> Grant Writing |
| <input type="checkbox"/> Law | <input type="checkbox"/> Management | <input type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal | <input type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Science | <input type="checkbox"/> Statistics | <input type="checkbox"/> Survey Research |
| <input type="checkbox"/> Systems Analysis | <input type="checkbox"/> Transportation | |

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity

Date(s)

City or Town

_____	_____	_____
_____	_____	_____
_____	_____	_____


Signature of Applicant

3/18/2024
Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Elizabeth Barrett HOME TEL. [REDACTED]
ADDRESS: [REDACTED] WORK TEL. [REDACTED]
Leicester MA
EMAIL ADDRESS: [REDACTED]
Are you a citizen? ☒ Yes ☐ No Are you a registered voter? ☒ Yes ☐ No

- | | |
|--|--|
| <input type="checkbox"/> Advisory/Finance Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Agricultural Commission | <input type="checkbox"/> Historical Commission |
| <input checked="" type="checkbox"/> Arts Council | <input type="checkbox"/> Memorial Day Committee |
| <input type="checkbox"/> Bandstand Committee | <input checked="" type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Burncoat Park Planning Committee | <input type="checkbox"/> Recycling Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> Road Conversion Committee |
| <input type="checkbox"/> Capital Improvement Planning Comm. | <input type="checkbox"/> Stormwater Committee |
| <input checked="" type="checkbox"/> Commission on Disabilities | <input type="checkbox"/> Zoning Board of Appeals |
| <input checked="" type="checkbox"/> Conservation Commission | <input checked="" type="checkbox"/> Other <u>master plan</u> |

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?
☐ Four ☒ Two ☐ One ☐ Less than one

Are you available for evening meetings?
☐ Monday ☐ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?
☒ Yes ☐ No

If not, when are you **NOT** available?
☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: Bachelors of science in Nursing (RN) 2015
associates of general studies (mostly science) 2013

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

Town of Leicester. Are you currently or have you ever been employed by the Town? ☐ Yes ☒ No

If yes, state position(s) and date(s): _____

Other Experience: Start with present or last job (include title) and military service assignments.
Exclude organizations' names which indicate race, religion, sex, or national origin.

RN @ Charles River Center 2022-present working with adults w/disabilities
RN @ Overlook Homecare 2021-2022 Case Manager
RN @ Advocate (ABI manager) 2020-2021
RN @ WCI 2017-2021 Case Manager / interim DON

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have:

I want to be more involved in my community and help progress the town into the future generations

Sometimes there is a short-term need for special background skills.

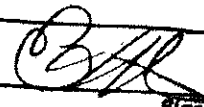
Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

I possess the following training or experience:

- | | | |
|---|--|--|
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Economics | <input type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts | <input type="checkbox"/> Government Contracts |
| <input checked="" type="checkbox"/> Health Care | <input type="checkbox"/> Historic Activities | <input checked="" type="checkbox"/> Human Services |
| <input type="checkbox"/> Insurance | <input type="checkbox"/> Land Use Planning | <input type="checkbox"/> Grant Writing |
| <input type="checkbox"/> Law | <input checked="" type="checkbox"/> Management | <input type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal | <input type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Science | <input type="checkbox"/> Statistics | <input type="checkbox"/> Survey Research |
| <input type="checkbox"/> Systems Analysis | <input type="checkbox"/> Transportation | |

Other Skills & Interests: hiking, nature/conservation

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
Community Service Chair	2022-present	soccer supporters group for New England Revolution
		
Signature of Applicant		3/30/24 Date

Thank you for your interest in serving the Town of Leicester



**Town of Leicester
PLANNING BOARD**

3 Washburn Square
Leicester, Massachusetts, 01524-1333
Phone: 508-892-7007 Fax: 508-892-7070
www.leicesterma.org

MEMORANDUM

To: Town Administrator's Office
From: Lisa Westwell ^{LW}
Administrative Assistant to the Planning Department
Date: March 27, 2024
Re: Appointments to the Master Plan Committee

The Planning Board voted to recommend the appointment of Sharon Nist, Kurt Parliment and Janice Parke to the Master Plan Committee at their March 26, 2024 meeting. Please add these appointments to the Board of Selectmen's next agenda. Citizen Volunteer Forms are attached.



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Nest Sharon J. HOME TEL. [REDACTED]

ADDRESS: [REDACTED] WORK TEL. [REDACTED]

LEICESTER
EMAIL ADDRESS: [REDACTED]

Are you a citizen? ☒ Yes ☐ No Are you a registered voter? ☒ Yes ☐ No

- | | |
|---|---|
| <input type="checkbox"/> Advisory/Finance Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Agricultural Commission | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Arts Council | <input type="checkbox"/> Memorial Day Committee |
| <input type="checkbox"/> Bandstand Committee | <input type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Burncoat Park Planning Committee | <input type="checkbox"/> Recycling Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> Road Conversion Committee |
| <input type="checkbox"/> Capital Improvement Planning Comm. | <input type="checkbox"/> Stormwater Committee |
| <input type="checkbox"/> Commission on Disabilities | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Conservation Commission | <input checked="" type="checkbox"/> Other <u>PLANNING BOARD LIAISON FOR</u> |
| | <u>1. OPEN SPACE COMMITTEE</u> |
| | <u>2. MASTER PLAN</u> |

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☒ Four ☐ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

If not, when are you NOT available?

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: MASTERS IN SCIENCE EDUCATION

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

Town of Leicester: Are you currently or have you ever been employed by the Town? ☒ Yes ☐ No

If yes, state position(s) and date(s): SUBSTITUTE TEACHER / POLL WORKER

Other Experience: Start with present or last job (include title) and military service assignments. Exclude organizations' names which indicate race, religion, sex, or national origin.

RETIRED HUNTER SCHOOL SCIENCE TEACHER

COMMENTS: Please tell us why you are interested in serving on the committees noted and any

additional comments you may have: WAS BEEN ON BOTH COMMITTEES IN THE PAST

Sometimes there is a short-term need for special background skills.

Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

I possess the following training or experience:

- | | | |
|---|---|---|
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Economics | <input type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input checked="" type="checkbox"/> Fine Arts | <input type="checkbox"/> Government Contracts |
| <input type="checkbox"/> Health Care | <input checked="" type="checkbox"/> Historic Activities | <input type="checkbox"/> Human Services |
| <input type="checkbox"/> Insurance | <input type="checkbox"/> Land Use Planning | <input type="checkbox"/> Grant Writing |
| <input type="checkbox"/> Law | <input type="checkbox"/> Management | <input type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal | <input type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate |
| <input checked="" type="checkbox"/> Science | <input type="checkbox"/> Statistics | <input type="checkbox"/> Survey Research |
| <input type="checkbox"/> Systems Analysis | <input type="checkbox"/> Transportation | |

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
<u>PLANNING BOARD</u>	<u>PRESSENT</u>	<u>LEICESTER</u>
<u>ARTS COUNCIL</u>	<u>PRESSENT</u>	<u>LEICESTER</u>
<u>HARVEST FAIR</u>	<u>PRESSENT</u>	<u>LEICESTER</u>
<u>CAPITAL IMPROVEMENT RECYCLING</u>	<u>PRESSENT PRESSENT</u>	<u>11/1/24</u>
Signature of Applicant <u>William J. Spate</u>		Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Karl Parliment HOME TEL. [REDACTED]
ADDRESS: [REDACTED] WORK TEL. [REDACTED]
Leicester MA 01525
EMAIL ADDRESS: [REDACTED]

Are you a citizen? ☒ Yes ☐ No Are you a registered voter? ☒ Yes ☐ No

- | | |
|---|---|
| <input type="checkbox"/> Advisory/Finance Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Agricultural Commission | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Arts Council | <input type="checkbox"/> Memorial Day Committee |
| <input type="checkbox"/> Bandstand Committee | <input type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Burncoat Park Planning Committee | <input type="checkbox"/> Recycling Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> Road Conversion Committee |
| <input type="checkbox"/> Capital Improvement Planning Comm. | <input type="checkbox"/> Stormwater Committee |
| <input type="checkbox"/> Commission on Disabilities | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Conservation Commission | <input checked="" type="checkbox"/> Other <u>OPEN SPACE - LAND TRUST LIASON</u>
<u>MASTER PLAN - AT LARGE MEMBER</u> |

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☒ Four ☐ Two ☐ One ☐ Less than one

Are you available for evening meetings?

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes ☐ No

If not, when are you **NOT** available?

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

EDUCATION: Reganach HS Leicester Sa Va Wa Lyon

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

Town of Leicester: Are you currently or have you ever been employed by the Town? ☒ Yes ☐ No

If yes, state position(s) and date(s): Senior Cit. Bus Driver Full worker

Other Experience: Start with present or last job (include title) and military service assignments.
Exclude organizations' names which indicate race, religion, sex, or national origin.

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have: Want to help

Sometimes there is a short-term need for special background skills.

Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

I possess the following training or experience:

- | | | |
|---|---|---|
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input checked="" type="checkbox"/> Construction | <input type="checkbox"/> Economics | <input checked="" type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts | <input type="checkbox"/> Government Contracts |
| <input type="checkbox"/> Health Care | <input checked="" type="checkbox"/> Historic Activities | <input type="checkbox"/> Human Services |
| <input type="checkbox"/> Insurance | <input type="checkbox"/> Land Use Planning | <input type="checkbox"/> Grant Writing |
| <input type="checkbox"/> Law | <input type="checkbox"/> Management | <input type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal | <input type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Science | <input type="checkbox"/> Statistics | <input type="checkbox"/> Survey Research |
| <input type="checkbox"/> Systems Analysis | <input checked="" type="checkbox"/> Transportation | |

Other Skills & Interests: _____

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
<u>ZBA</u>	_____	<u>Leicester</u>
<u>Arts Council</u>	_____	<u>"</u>
<u>Ag Commission</u>	_____	<u>"</u>
<u>Forster</u>	_____	_____
<u>[Signature]</u>	_____	<u>7/24/24</u>
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Janice Packer

HOME TEL. [REDACTED]

ADDRESS: [REDACTED]

WORK TEL. [REDACTED]

Leicester, MA 01524

EMAIL ADDRESS: [REDACTED]

Are you a citizen? ☒ Yes

☐ No

Are you a registered voter? ☒ Yes

☐ No

- ☐ Advisory/Finance Committee
- ☐ Agricultural Commission
- ☐ Arts Council
- ☐ Bandstand Committee
- ☐ Burncoat Park Planning Committee
- ☐ Bylaw Committee
- ☐ Capital Improvement Planning Comm.
- ☐ Commission on Disabilities
- ☐ Conservation Commission

- ☐ Economic Development Committee
- ☐ Historical Commission
- ☐ Memorial Day Committee
- ☐ Parks and Recreation Committee
- ☐ Recycling Committee
- ☐ Road Conversion Committee
- ☐ Stormwater Committee
- ☐ Zoning Board of Appeals
- ☐ Other Master Plan Comm.

AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

☐ Four

☒ Two

☐ One

☐ Less than one

Are you available for evening meetings?

☐ Monday

☐ Tuesday

☐ Wednesday

☒ Thursday

Are you available throughout the year for committee meetings?

☒ Yes

☐ No

If not, when are you **NOT** available?

☐ Winter

☐ Spring

☐ Summer

☐ Autumn

EDUCATION: AA - BA - Early Childhood Cert.

Retired

Vol - Land Trust / Recycling Center

(Please complete reverse side)

EMPLOYMENT EXPERIENCE:

Town of Leicester: Are you currently or have you ever been employed by the Town? ☒ Yes ☐ No

If yes, state position(s) and date(s): Sr. Tax writeoff and elections

Other Experience: Start with present or last job (include title) and military service assignments.
Exclude organizations' names which indicate race, religion, sex, or national origin.

COMMENTS: Please tell us why you are interested in serving on the committees noted and any additional comments you may have:

Interested in the long term planning for the growth of Leicester

Sometimes there is a short-term need for special background skills.

Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

I possess the following training or experience:

- | | | |
|---|---|---|
| <input type="checkbox"/> Architecture | <input checked="" type="checkbox"/> Communications | <input type="checkbox"/> Computer Technology |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Economics | <input checked="" type="checkbox"/> Education |
| <input type="checkbox"/> Engineering, Civil | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts | <input type="checkbox"/> Government Contracts |
| <input type="checkbox"/> Health Care | <input type="checkbox"/> Historic Activities | <input type="checkbox"/> Human Services |
| <input type="checkbox"/> Insurance | <input checked="" type="checkbox"/> Land Use Planning | <input type="checkbox"/> Grant Writing |
| <input type="checkbox"/> Law | <input type="checkbox"/> Management | <input type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal | <input checked="" type="checkbox"/> Public Relations | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Science | <input type="checkbox"/> Statistics | <input type="checkbox"/> Survey Research |
| <input type="checkbox"/> Systems Analysis | <input type="checkbox"/> Transportation | |

Other Skills & Interests: Gardening/Hiking/Quilting

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
<u>Pres. Common Ground Land Trust</u>		<u>Leicester/Spencer</u>

Janice M. Parks
Signature of Applicant

Feb. 22, 2024
Date

Thank you for your interest in serving the Town of Leicester

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

100 Cambridge Street, 9th Floor, Boston, MA 02114
www.mass.gov/agr



Maura T. Healey
GOVERNOR

Kimberley Driscoll
LIEUTENANT

Rebecca L. Tepper
SECRETARY

Ashley E. Randle
COMMISSIONER

March 4, 2024

RE: NOMINATION OF INSPECTOR OF ANIMALS

Nominating Authority:

Enclosed is the nomination form for the Inspector of Animals for your city or town. **This form is due back to the Division of Animal Health by April 1, 2024.** The appointment will run from May 1, 2024, until April 30, 2025. If more than one inspector was appointed for your city or town, there is a separate form for each. If you are nominating the same inspector(s) this year, **be sure that all of the contact information is complete and still correct.** Any corrections should be made in the space provided on the right. If you will be nominating a new inspector, that person's information should be entered in the space provided on the right. Submit a separate form for each inspector nominated. Also, be sure that all of your (nominating authority) information is complete and correct. Any changes to your information should be made in the space provided to the right.

Once all of the contact information is confirmed to be correct, all that is needed is to **have the nominee sign the form**, accepting the nomination and swearing to faithfully perform the duties of that office. **The nominee's signature must be notarized.** In many cases the city or town clerk is a notary.

Your municipality can have as many animal inspectors appointed as you feel are needed to fulfill the duties. Please note, a duty of the municipal animal inspector is the annual "barn inspection". An inspector is not able to perform an inspection on their own property. If your inspector keeps animals in your town, then the municipality will require an additional inspector to perform that inspection.

After the nominee's signature has been notarized, simply **return the form to the Division of Animal Health at the address listed at the top of the form.** Please note that this is a new mailing address. The Division of Animal Health will send back confirmation of the inspector's appointment. **Please note that regardless of when the most recent appointment was made, it is only valid through April 30, 2024.** This nomination will cover the year starting May 1, 2024, and run until April 30, 2025.

If you have any questions, please call Ashley Kraft at the cellphone number (617) 823- 0145 or email Ashley.Kraft@mass.gov.

Thank you,

Michael Cahill, Director
Division of Animal Health



Credit Application

203 E. Park Avenue, Libertyville, IL 60048 • Phone: 866-EXEMPT-1 • Fax: 866-2-FAX-APP

CUSTOMER INFORMATION

Legal Name of Customer: The Town of Leicester EMS Federal ID# [REDACTED]
Physical Address: 3 Paxton Street
City: Leicester County: Worcester State: MA Zip: 01524 Website: www.leicesterma.org
Mailing Address (If different than above): N/A
Contact Name & Title: Molly E. Dube EMS Director E-Mail: mdube@leicesterfireems.org
Phone #: 508-892-7022 Ext: 1105 Fax #: 508-892-7044 Cell Phone #: N/A

TRANSACTION INFORMATION

Equipment Description: Ambulance Purchase
New or Used?: New Anticipated Delivery Date: _____
Equipment Cost: \$ 208,972.94 Down Payment: \$ 0
From what fund is the down payment originating? N/A
Trade-In: \$ 0 Financed Amount: \$ 0
From what fund will the lease payments originate? 65-231-5800-001
Is the equipment replacing existing equipment? ☒ Yes ☐ No If "Yes", how old is the existing equipment? 11 years
For what purpose is the equipment being purchased? Ambulance
Where will the equipment be located? 3 Paxton Street Leicester, Ma 01524

LEASE INFORMATION

Requested Lease Term: 5 years
Payment Frequency: ☒ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Arrears or ☐ Advance

FINANCIAL INFORMATION

Has the Customer issued or does the Customer intend to issue more than \$10,000,000 in tax-exempt leases or bonds in the current calendar year (January 1 – December 31)? ☒ Yes ☐ No

Please attach a copy of the following information for review:

1. Complete copy of audited financial statement from last two fiscal years
2. Copy of current interim financial statement (since last audit)
3. Equipment quote

Has the requested lease transaction been included in the current budget? ☒ Yes ☐ No

Has the Customer ever had an incident of non-appropriation or failed to complete any lease, loan, or borrowing obligation?

☐ Yes ☒ No If "Yes", please provide details: N/A

To whom this application is made, or any credit bureau or other investigative agency employed by such person, is hereby authorized to investigate any references or information herein listed or statements or other data obtained from me or from any other person pertaining to the credit and financial responsibility of the customer listed on this application.

Authorized Signature: Molly E. Dube Title: EMSDirector Date: 04/01/2024

Please forward the completed application and required financial info via
E-Mail (application@taxexemptleasing.com) or Fax (866-2-FAX APP (866-232-9277))

**Schedule No. 05
EXHIBIT A**

April 8, 2024

DESCRIPTION OF EQUIPMENT

RE: Master Lease Purchase Agreement dated as of May 23, 2014, between Tax-Exempt Leasing Corp. (Lessor) and Town of Leicester (Lessee) and Schedule No. 05 thereto dated as of April 8, 2024.

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	Serial Number/VIN	Type, Make, Model
1		202_ Horton 623 Type-1 Ambulance on a Dodge Ram 5500 Chassis with Equipment

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

Address	3 Paxton Street	City	Leicester	State	Massachusetts
County	Worcester				

Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN") or Serial Number in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

Lessee: Town of Leicester

Signature

Printed Name and Title

Date

**Schedule No. 05
EXHIBIT C**

April 8, 2024

RE: Master Lease Purchase Agreement dated as of May 23, 2014, between Tax-Exempt Leasing Corp. (Lessor) and Town of Leicester (Lessee) and Schedule No. 05 thereto dated as of April 8, 2024.

FINAL ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 05 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to the vendor the remaining net proceeds of the Lease by wire transfer or by check.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Serial #/VIN: (if applicable) _____

Lessee: Town of Leicester

Signature

Printed Name and Title

Date

Schedule No. 05
EXHIBIT D

OPINION OF COUNSEL

(Must be Re-typed onto attorney's letterhead)

April 8, 2024

Tax-Exempt Leasing Corp.
2044 Tollgate Boulevard
Thompson's Station, Tennessee 37179

RE: Master Lease Purchase Agreement dated as of May 23, 2014, between Tax-Exempt Leasing Corp. (Lessor) and Town of Leicester (Lessee) and Schedule No. 05 thereto dated as of April 8, 2024.

WAIVED

Schedule No. 05
EXHIBIT E

April 8, 2024

LESSEE RESOLUTION

RE: Master Lease Purchase Agreement dated as of May 23, 2014, between Tax-Exempt Leasing Corp. (Lessor) and Town of Leicester (Lessee) and Schedule No. 05 thereto dated as of April 8, 2024.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 05 dated as of April 8, 2024 to the Master Lease Purchase Agreement dated as of May 23, 2014, between **Town of Leicester** (Lessee) and **Tax-Exempt Leasing Corp.** (Lessor).
2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule.

Authorized Individual(s): _____
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

In addition to the Authorized Individual(s) above, the Governing Body of Lessee further authorizes the following individual to sign any Payment Request and Partial Acceptance Certificate form and/or Final Acceptance Certificate:

Authorized Individual(s): _____
(Printed or Typed Name and Title of individual(s) authorized to execute any Payment Request and Partial Acceptance Certificate and/or Final Acceptance Certificate)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body, who is not listed as "Authorized Individual" above)

Typed Name: _____ Title: _____
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Typed Name: _____ Title: _____
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

Schedule No. 05
EXHIBIT F

April 8, 2024

BANK QUALIFIED CERTIFICATE

RE: Master Lease Purchase Agreement dated as of May 23, 2014, between Tax-Exempt Leasing Corp. (Lessor) and Town of Leicester (Lessee) and Schedule No. 05 thereto dated as of April 8, 2024.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By: _____
(Signature of individual authorized to execute this Exhibit)

Name: _____ Title: _____
(Printed name of individual who signed directly above) (Title of individual who signed directly above)

Schedule No. 05
EXHIBIT G

April 8, 2024

AGREEMENT TO PROVIDE INSURANCE

Lessee:

Name: Town of Leicester
Address: 3 Washburn Square
Leicester, Massachusetts 01524
Phone: 508-892-7022

Lessor/Certificate Holder:

Name: Tax-Exempt Leasing Corp., AOIA
Address: 2044 Tollgate Boulevard
Thompson's Station, Tennessee 37179
Phone: 615-396-3131

Description of Equipment: 202_ Horton 623 Type-1 Ambulance on a Dodge Ram 5500 Chassis with Equipment

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I authorize Tax-Exempt Leasing Corp. or its assigns to contact the insurance company shown below, in order to obtain the required proof of coverage. I further authorize the Agent/Company below to issue a Certificate noting Lessor's interest in the equipment and showing **Tax-Exempt Leasing Corp. and/or its assigns as additional insured and loss payee.**

Please e-mail to marlas@taxexemptleasing.com or fax to 615-396-3232

Insurance Company: _____

Name of Agent: _____

Address: _____

Phone: _____

Email: _____

Policy #: _____

Lessee: Town of Leicester

Signature

Printed Name and Title

Schedule No. 05
EXHIBIT H

April 8, 2024

LESSEE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of May 23, 2014, between Tax-Exempt Leasing Corp. (Lessor) and Town of Leicester (Lessee) and Schedule No. 05 thereto dated as of April 8, 2024.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 05 thereto (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.
3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

4. The source of funds (fund item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

Lessee: Town of Leicester

Signature

Printed Name and Title

**Schedule No. 05
Exhibit I**

**NOTICE OF ASSIGNMENT
AND
LETTER OF DIRECTION**

Tax-Exempt Leasing Corp. ("Lessor") hereby gives notice to Town of Leicester ("Lessee") that it has assigned all of its rights to receive payments under the Master Lease Purchase Agreement dated April 8, 2024, Schedule No. 05, as set out in Section 7.01 of said Master Lease Purchase Agreement, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease or other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Lessor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement, Schedule No. 05, requires five (5) annual payments in the amount of \$49,886.12 each. As of the date of assignment, five payments remain on the contract. These payments have been assigned to:

*Santander Bank, N.A.
3 Huntington Quadrangle, #101N
Melville, NY 11747*



(The above should be listed as lien holder on all vehicle titles)

All future payments, however, should be made payable to and forwarded to the following:

*Tax-Exempt Leasing Corp.
P.O. Box 847386
Boston, MA 02284-7386*

Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

Lessee: Town of Leicester

Lessor: Tax-Exempt Leasing Corp.

Signature

Signature

Printed Name and Title


Mark M. Zaslavsky, President
Printed Name and Title

Date

Date

Lease Payment Invoice Instructions

Lessee: Town of Leicester

Tax ID#: 

Invoice mailing address: Department: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Contact Name: _____

Phone Number: _____

Email: _____

Description to be shown on lease payment invoice: Horton Ambulance

**ESCROW AGREEMENT
MASTER LEASE PURCHASE AGREEMENT, dated as of May 23, 2014,
Schedule No. 05, dated as of April 8, 2024
BY AND BETWEEN**

**Lessor, Tax-Exempt Leasing Corp. (TAX ID 83-0417786) and
Lessee, Town of Leicester (Massachusetts) (TAX ID 04-6001197)**

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of April 8, 2024 ("Agreement Date"), by and among Tax-Exempt Leasing Corp. ("Lessor"), Town of Leicester, ("Lessee") and Heartland Bank & Trust Company ("Agent").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a certain Master Lease Purchase Agreement dated as of May 23, 2014, Schedule No. 05, dated as of April 8, 2024 (the "Lease"), pursuant to which the equipment more particularly described therein (the "Equipment") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Equipment, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
2. Lessor or its assigns will deliver to Agent the sum of \$208,972.94 ("Escrow Amount") as of the funding date for deposit by Agent in the Town of Leicester Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Equipment. The Equipment may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Equipment promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Disbursement 1", for that portion of the acquisition of the Equipment for which payment is requested. Upon full acquisition of an item or group of items of the Equipment, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Disbursement 1", for that portion of the Equipment for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
4. Notwithstanding the foregoing, the Agent shall receive a one-time set up fee, which shall be paid at closing by the Lessor.
5. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 6 hereof.
6. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Agent for all the Equipment, this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums, if any, in the Fund. All remaining principal, if any, in the Fund shall be transferred by Agent to Lessor and applied to Lessee's next Rental Payment. Lessee understands and agrees that interest may accrue on the entire Escrow Amount and further understands and agrees that any interest earned on the Escrow Amount shall be paid to Lessor in consideration of costs incurred for setting up and administering the account.
7. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof is provided to Agent.
8. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.
9. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Equipment or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.
10. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.
11. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and

negotiable instrument from time to time comprising the Fund, Lessor hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.

12. This Agreement may be amended by written agreement executed by all the parties.

13. This Agreement may be executed in several counterparts, each of which shall be an original.

14. Escrow Agent is hereby notified that Lessor has assigned all of its right, title, and interest in and to, but not its obligations under, the Escrow Agreement to Santander Bank, N.A. ("Assignee"), including, in particular, but without limitation, Lessor's security interest in the Escrow Fund and Lessor's right to approve all payment requests submitted by Lessee. Excluded from assignment to Assignee is the rights to any interest that may have accrued in the Escrow Account plus any fees associated with maintaining the account.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LESSOR: Tax-Exempt Leasing Corp.

BY: _____
Mark M. Zaslavsky, President

LESSEE: Town of Leicester

BY: _____

Name and Title: _____

AGENT: Heartland Bank & Trust Company

BY: _____

Name and Title: _____

ESCROW AGREEMENT - Disbursement 01
MASTER LEASE PURCHASE AGREEMENT, dated as of May 23, 2014,
Schedule No. 05, dated as of April 8, 2024
BY AND BETWEEN

Lessor, Tax-Exempt Leasing Corp. and Lessee, Town of Leicester (Massachusetts)

ESCROW DISBURSEMENT REQUEST FORM

Heartland Bank & Trust Company, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of April 8, 2024 (Escrow Date), by and among the Agent, Tax-Exempt Leasing Corp. as Lessor and Town of Leicester as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below. The amount shown below is due and payable under the invoice of Payee with respect to the described equipment and has not formed the basis of any prior request for payment.

PAYEE: _____

AMOUNT: _____

DESCRIPTION OF EQUIPMENT: _____

INVOICE # _____ DATED: _____

Indicate Method for Payment Disbursement:

_____ Overnight Check _____ Regular Mail Check _____ Wire Funds

Mailing Address: _____ Wire Instructions: _____

Lessee: Town of Leicester

By: _____

Printed Name and Title: _____

Date: _____

Assignee: Santander Bank, N.A.

By: _____

Authorized Signer

Printed Name and Title: _____

ACCEPTANCE CERTIFICATE

Town of Leicester as Lessee under that certain Master Lease Purchase Agreement dated as of April 8, 2024 ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of all the equipment described on the attached Vendor Invoice(s), hereby accepts such equipment, and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section V of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Date: _____, 2024.

By Lessee: Town of Leicester

Signature

Town of Leicester

3 Washburn Square
Leicester, Massachusetts

April 8, 2024

Tax-Exempt Leasing Corp. (the "Lessor")
2044 Tollgate Boulevard
Thompson's Station, TN 37179
Attn: Mark M. Zaslavsky, President

Heartland Bank & Trust Company (the "Escrow Agent")
200 West College Avenue
Normal, Illinois 61761
Attn: Gregory W. Fink, Vice President-Wealth Management

Re: Direction to Lessor and Escrow Agent regarding Investments pursuant to Escrow Agreement related to Master Lease Purchase Agreement dated as of May 23, 2014, between Tax-Exempt Leasing Corp. (Lessor) and Town of Leicester (Lessee) and Schedule No. 05 thereto dated as of April 8, 2024.

To the Lessor and the Escrow Agent:

This letter shall serve as direction to the Lessor and the Escrow Agent to invest the Escrow Amount pursuant to Section 5 of the Escrow Agreement, dated April 8, 2024 by and among the Lessor, the Escrow Agent, and the Town of Leicester.

Regards,

TOWN OF LEICESTER

By: _____
Signature

Printed Name and Title

**Amendment to Master Lease Purchase Agreement dated as of May 23, 2014 between
Tax-Exempt Leasing Corp. (Lessor) and Town of Leicester (Lessee)**

WHEREAS the Lessor and Lessee entered into a Master Lease Purchase Agreement dated as of May 23, 2014 (the "Agreement") and

WHEREAS Section 10.04 of the Agreement allows it to be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor, Lessee, and Assignee hereby agree as follows:

Lessor's address is hereby changed from: "203 E. Park Avenue, Libertyville, Illinois 60048"
to: "2044 Tollgate Boulevard, Thompson's Station, Tennessee 37179".

Section 10.05 is hereby changed from: "Section 10.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument."

to: "Section 10.05. Counterparts; Electronic Signature. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. Each party hereby acknowledges and agrees that this Agreement constitutes an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile, .pdf, and DocuSign) and shall be considered original signatures for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time."

All other terms and conditions of the Agreement and its supporting documents shall remain in full force and effect.

Lessor, Lessee, and Assignee have caused this Amendment to be executed in their names by their duly authorized representatives listed below.

Date: April 8, 2024

Lessee: Town of Leicester

By: _____

Name: _____

Title: _____

Lessor: Tax-Exempt Leasing Corp.

By: _____

Name: Mark M. Zaslavsky

Title: President

Assignee: Santander Bank, N.A.

By: _____

Typed: _____

Title: _____

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name Town of Leicester		2 Issuer's employer identification number (EIN) [REDACTED]
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see Instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 3 Washburn Square	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Leicester, Massachusetts 01524		7 Date of issue 04/08/2024
8 Name of issue Horton 623 Type-1 Ambulance on a Dodge Ram 5500 Chassis with Equipment		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Molly E. Dube, EMS Director		10b Telephone number of officer or other employee shown on 10a 508-892-7022

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	\$208,972.94
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
b If bonds are BANs, check only box 19b <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	04/08/2029	\$ 208,972.94	\$	5 years	6.19 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no.			

Leicester Regional Public Health Coalition
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between cities and/or towns of Barre, Brookfield, Hardwick, Holden, New Braintree, North Brookfield, and Oakham hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” and Leicester, in its capacity as Host Agent of the Leicester Regional Public Health Coalition, (hereinafter referred to as “Collaborative” or “LRPHC”) this ____ day ____ 2024, as follows:

WHEREAS, the Town of Leicester was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report; and

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements; and

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth by entering this Agreement; and

WHEREAS, the Town of Leicester entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall hereinafter be referred to as the “Program Manager”; and

WHEREAS each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A;

NOW THEREFORE, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the Leicester Regional Public Health Coalition Collaborative which shall hereinafter be referred to as the “Collaborative.” The Collaborative, acting by and through an Advisory board (“Advisory Board”) as established in Section 5 of this Agreement, and Program Manager, will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the town of Leicester and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the terms of

which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the “Shared Services Program”). Nothing in this Agreement supersedes the autonomy of any Municipalities’ Board of Health and this Collaborative program is setup to enhance the public health related services of the municipalities by sharing services.

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, The Town of Leicester acting as the “Lead Municipality,” shall oversee the Grant Program and the shared services program provided for herein (the “Shared Services Program”).

As the Lead Municipality, the Town of Leicester shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The Town of Leicester shall act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by majority vote of the Advisory Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Advisory Board and appropriation by each Municipality, to the extent required.

4. Shared Services Coordinator. The Town of Leicester as Lead Municipality, shall hire and employ a Shared Services Coordinator who shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and shall be the holder of all grant funds related to the Grant Program, and may retain up fifteen percent (15%) of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein. The Shared Services Coordinator shall report to the Advisory Board and shall keep records of all funding and expenditures for review by the Board and provide periodic financial status updates. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any participating Collaborative staff working on behalf of the Collaborative or the

Advisory Board shall be considered employees of Town of Leicester and shall be accorded all benefits enjoyed by other Town of Leicester employees within the same classification as they are or shall be established.

5. Advisory Board

There shall be an Advisory Board which shall be convened not less than quarterly by the Advisory Board Chair/Co-Chairs.

- a. Composition: one member and one alternate, both appointed by the Board of Health from each municipality. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality's local Board of Health. The voting member shall be a Board of Health member or designee of that municipality's Board of Health. Each participating municipality shall also have a second representative who shall be an associate member and who may vote only when the full member and may vote only when the full member is not in attendance. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- b. Voting: Each participating municipality shall be entitled to one vote on the Advisory Board. Every voting member shall have an equal voice in determining shared priorities, and services to be provided. The shared services coordinator shall be a non-voting member of the Advisory Board but in the event of a tie vote may vote to break such tie.
- c. Quorum: A majority of the voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by a simple majority of members present and voting unless otherwise provided herein.
- d. Roles and Responsibilities of the Advisory Board:
 - 1) Meet on a regular basis and at least quarterly.
 - 2) Develop annual and long-term goals for the Collaborative.
 - 3) Advise on Collaborative staff priorities.
 - 4) Collaborate in developing a sustainability plan for the LRPHC.
 - 5) Adopt any Collaborative-wide policies and recommended regulations.
 - 6) Review and provide recommendations on operating budgets.
 - 7) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").
 - 8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH
 - 9) Review financial status and financial statements provided by the Shared Services Coordinator.
 - 10) Review and provide recommendations on reports from staff.
 - 11) Evaluate Shared Services Program staff or consultants.

- 12) Request, authorize and recommend the Lead Municipality hire shared services employees or contractors. Request and/or recommend that the Lead Municipality terminate shared services employees or contractors.
- e. Meetings. The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. No meetings shall take place unless there is a quorum of voting members of the Advisory Board in attendance. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time if required.

6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:

- a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the Advisory Board within the boundaries of said Municipality and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.

Each Municipality will be a member of the Advisory Board as established pursuant to this Agreement, and appoint and maintain an Advisory Board member and an alternate. Each municipality shall keep the Lead Municipality apprised of its appointed Advisory Board member and alternate, and further advise the Lead Municipality when said member or alternate are to be changed.

- b. No Advisory Board member may represent more than one Municipality, nor have more than one vote.
- c. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all Advisory Board meetings (either in-person or via remote access) throughout the life of this Agreement.
- d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
- e. Each Municipality will assist in collecting the necessary data as agreed to by the Committee and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the Advisory Board, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.

- f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
 - g. Each Municipality will help promote and market the Shared Services Program and its services within their community.
7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Advisory Board, or the Town of Leicester pursuant to this Agreement, shall be deposited with the Treasurer of the Town of Leicester and held as a separate grant account and may be expended, with the approval by majority vote of the Advisory Board, under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program and in compliance with established grant guidelines from grantors only.

The Advisory Board may authorize a disbursement of funds for any shared contractor, salary, or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

Except for the fifteen percent (15%) of Grant Program funding for administrative costs that the Town of Leicester may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by majority vote the Advisory Board, and provided such funds are available, by submitting invoices to the Shared Services Coordinator for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines.

The Town of Leicester as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the Town of Leicester shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Advisory Board and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Advisory Board will discuss, amend and/or approve a public health services budget for contractual shared services, as submitted by the Shared Services Coordinator. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by Town of Leicester. It is the intention of Town of Leicester to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will allocate municipal funds to continue participation. The Shared Services Coordinator will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Agreement does not obligate any other participating Municipality to fund the Grant Program and a mutually acceptable written contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by Town of Leicester and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request the Advisory Board to add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only after this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the majority of the Advisory Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Advisory Board must approve any and all grants or grant applications submitted as a Collaborative. The Advisory Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

9. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not shared services employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.

10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses.

The Town of Leicester and each Municipality shall obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against all claims for bodily injury, Three Million Dollars (\$3,000,000) aggregate, death, or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. The addition of a new entity to the Agreement for the Grant Program requires the approval of the Massachusetts Department of Public Health and no less than a two-thirds vote of the Advisory Board.
12. Withdrawal. Any Municipality other than the Lead Municipality, by votes of its respective authorizing (, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipality. Withdrawal requires the vote of both the Select Board and the Board of Health. Upon such withdrawal, the Shared Services Coordinator shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its Select Board and Board of Health, may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the Advisory Board, and a new Lead Municipality shall thereafter be designated by the Advisory Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Advisory Board any pay any outstanding unpaid financial obligations under this

Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory Board, by vote of the remaining members, has the authority to reallocate grant resources or other outside funding that would have been allocated to the withdrawing Municipality. Any data collected from the terminating Municipality through a Shared Services Program project, service, or program will remain with the Advisory Board for analysis by the Shared Services Coordinator and the Advisory Board.

13. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Chief Executive Officer. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
14. Conflict Resolution. The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
15. Financial Safeguards. The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' Chief Executive Officer/Appointing Authority.
18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
21. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.
22. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Leicester:

(contact name)
(email)
(phone)
(address)

Town of Holden:

(contact name)
(email)
(phone)
(address)

Town of Oakham:

(contact name)
(email)
(phone)
(address)

Town of Barre:

(contact name)
(email)
(phone)
(address)

Town of Hardwick:

(contact name)
(email)
(phone)
(address)

Town of New Braintree:

(contact name)
(email)
(phone)
(address)

Town of Brookfield:

(contact name)
(email)
(phone)
(address)

Town of North Brookfield:

(contact name)
(email)
(phone)
(address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Leicester Select Board

Date

Town of Leicester Board of Health

Date

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Holden Select Board

Date

Town of Holden Board of Health

Date

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Oakham Select Board

Date

Town of Oakham Board of Health

Date

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Barre Select Board

Date

Town of Barre Board of Health

Date

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Hardwick Select Board

Date

Town of Hardwick Board of Health

Date

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of New Braintree Select Board

Date

Town of New Braintree Board of Health

Date

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Brookfield Select Board

Date

Town of Brookfield Board of Health

Date

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of North Brookfield Select Board

Date

Town of North Brookfield Board of Health

Date

EXHIBIT A

Grant agreement between the Leicester Regional Public Health Coalition and the
Commonwealth of Massachusetts – to be attached

EXHIBIT B

The Leicester Regional Public Health Coalition shall provide the following services in coordination with member municipalities:

- **Shared Services Coordinator:** The Shared Services Coordinator shall perform all necessary fiscal and administrative functions necessary to provide the services listed in the work plan and budget, but not limited to, for the public health excellence grant. The position will involve managing grant deliverables, facilitating communication, and coordinating public health initiatives across member municipalities ensuring cohesive shared services operations and delivery of the Public Health Excellence Grant. This position also assists with community health services, engaging with the community, providing health education, outreach, and direct services to improve public health outcomes.
- **Regional Administrative Assistant:** The Regional Administrative Assistant is responsible for managing and distributing information, organizing, and maintaining LRPHC and BOH records, as well as handling all communication from the general public and transferring them to appropriate departments accordingly, where necessary. This position handles inquiries from board members and applicants, responds to requests, coordinates with the Title 5 contractors, Regional Health Officer, and Shared Services Coordinator, processes finances, processes complaints and issues permits as requested.
- **Regional Health Inspector:** This essential role involves conducting health inspections and enforcement across member municipalities, ensuring compliance with public health standards and the foundational public health services. With a focus on food safety, housing, septic, environmental health, and public facilities, the inspector plays a critical role in maintaining public health and safety and coordinating with other municipal departments as necessary.
- **Epidemiologist:** The LPHP epidemiologist will be vital in analyzing public health data to track and respond to communicable diseases within member municipalities and reporting to the appropriate state agencies. This position supports identifying public health needs and developing evidence-based strategies and policies to mitigate public health risks and improve community health outcomes.
- **Public Health Nursing Services:** This position will be hired or contracted out through a third-party nursing vendor and services will include, but may not be limited to infectious disease surveillance, preventative care, health screenings, immunizations, education and outreach and emergency planning activities. The nurse is pivotal in managing public health emergencies and outbreaks, providing direct care, and facilitating community

health programs.

The Collaborative will provide those additional ancillary services and duties as needed to the member municipalities in order to provide the shared services described above and in the work plan developed by the Advisory Board.



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR
Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7000 Fax: (508) 892-7070

April 4, 2024

To: Select Board
From: David Genereux, Town Administrator

RE: Recommendation – Mowing Bid

On April 4, 2024 we opened bids for the mowing of the High School Campus, the Common, and the veteran's squares around Town. Five bids were submitted. Those bids are listed below:

<u>Company</u>	<u>Bid</u>
Chavoor Group, Inc	\$77,500.00
Global Maintenance, LLC	\$61,800.00
Golf Course Management	\$62,575.00
Better Grounds Management	\$65,768.00
SSE LLC - Great Horizons	\$70,000.00

Global Maintenance, LLC was the low bidder at \$61,800. The firm has submitted all required information, included Cori's of all employees. They did this work for the Town during the 2022 season. I recommend that the Board vote to award this contract, pending reference checks.

Please contact me with ant questions.



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 VA5

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 2/3rds 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

Move the Town vote to transfer \$45,601.83 from Free Cash to pay the prior year bills as listed in the May 7, 2024 Town Meeting warrant.

Department	Vendor	Amount
Legal	Petrini and Associates	\$1,465.80
Legal	Petrini and Associates	\$1,060.88
Legal	Melick & Porter	\$1,008.50
Planning Board	FY23 Stipends	\$1,424.00
DPW	National Grid Electric	\$471.91
DPW	National Grid Electric	\$461.87
DPW	National Grid Electric	\$481.55
DPW	National Grid Electric	\$614.70
DPW	National Grid Electric	\$553.85
DPW	National Grid Electric	\$570.04
DPW	National Grid Electric	\$287.19
Knight Hall (School)	National Grid Electric	\$6,738.14
Knight Hall (School)	National Grid Electric	\$4,442.53
Police	National Grid Gas	\$10,585.81
DPW	Tradebe Environmental Services, Inc.	\$14,743.75
Various Departments	Spectrum Enterprise	\$691.31
Total		\$45,601.83

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

Favorable action (4-0-0)

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. The legal bills, Planning Board stipends, and Spectrum bills were

overlooked due to staff error. The environmental services bill was for a hazardous waste event that was not billed timely. The electric and gas bills are for services that were not previously billed and commenced randomly by National Grid.

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

Move that the Town vote to transfer the following sums, totaling \$369,309.26 as listed in the table under Article 2A of the Town Meeting warrant.

From	Amount	Reason
FY 2024 Employee Benefits	\$323,309.26	Forecast budget surplus
Unemployment Compensation	\$46,000.00	Forecast budget surplus
Total	\$369,309.26	

To Budget/Article	Amount	Reason
Town Hall Telephones	\$600	Budget insufficient
Town Clerk	\$760.00	Budget insufficient due to the presidential primary and the special election for Massachusetts State Senate seat won by Peter Durant.
Elections	\$35,335	Same as above
Other General Government	\$1,000	Additional funding requested due to the Vote-By-Mail provision of the Presidential primary
Snow & Ice	\$201,000	Annual overage in expenditures for keep the roads clean during winter weather events.
Shared Maintenance (950)	\$85,000	Account at \$47,549.07 with three months remaining. \$50,000 is a buffer against future expenses; \$35,000 is for a painting project for Town Hall that is out to bid.
Stormwater Management ATM 5/22 Art 10	\$264.26	Article in deficit

Fire Hydrant Repair STM 10/22 Art 10	6,850	Article in deficit
Police Flooring STM 10/23 Art 4	\$20,000	Bids are out on this project; original funding of \$44,000 is likely to be insufficient due to rising costs. Additional funding sought to insure there is enough funding to complete the project.
Police Detective Station STM 10/23 Art 4	\$14,000	Project costs exceeding budget
Ambulance Expenses	\$4,500	Former EMS 2005 Chevrolet ambulance was scheduled to be traded in as part of the down payment for a new Ambulance. Vehicle has since been incorporated into the School medical program, leaving the need to fund the trade-in allowance.
Total	\$369,309.26	

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

Favorable action (4-0-0)

DESCRIPTION

This request amends the Fiscal Year 2024 operating budget and various general fund warrant articles with transfers from the FY 2024 Employee Benefits budget.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

PROPOSED MOTION #2B – FUND TRANSFERS

Move that the Town vote to transfer the following sums, totaling \$135,000.00 from Free Cash to the accounts listed in the table under Article 2B of the Town Meeting warrant from Free Cash.

Fund	Amount	Reason
Other Post-Employment Benefits Fund (OPEB)	\$35,000	Funding sought to continue building the OPEB Stabilization fund
Stabilization Fund	\$100,000	Funding sought to add additional funds to Stabilization
Total	\$135,000	

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

Favorable action (4-0-0)

DESCRIPTION

This request is to add additional reserves to two Stabilization funds. The Town has not been able to make annual contributions due to the need for funding the maintenance of the high school campus and non-school related buildings from Free Cash. Now that those costs are included in the general fund budget, this transfer can be recommended.

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

IMove 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
BOARD OF HEALTH – CHAIR	\$334
BOARD OF HEALTH – MEMBERS (2) each	\$288
ASSESSOR – MEMBERS (3) each	\$621

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

Favorable action (4-0-0)

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

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 Restriction s or Conditions on Expenses Payable from Fund	F Other Requirement s/Reports	G Fisc al Year s
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, groundskeep ng, and any and all other associated costs	None	None	Fiscal Year 2022 and subsequ ent 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 Expense s Payable from Fund	E Restrictions or Conditions on Expenses Payable from Fund	F Other Requirement s/Reports	G Fisc al Year s
Leicester Schools Campus Use	Select Board/Town Administrator	Fees, charges, short term rental 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 long term rental payments are excluded.	Costs associated with the operation of the property, including but not exclusively for maintenanc e, event costs, utilities repairs, and groundskee ping, and any and all other associated costs	None	None	Fiscal Year 2022 and subsequ ent 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 daily rent 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 be the original intent of fees charged for short term use of facilities.

VOTE REQUIRED FOR PASSAGE Requires a simple 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 see if the Town will vote to:

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.

PROPOSED MOTION

Motion, if any, to be provided by the Petitioner.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

Voted that recommendation will be given at Town Meeting (4-0-0)

DESCRIPTION

Citizens petitions are normally placed further back in the warrant and are only moved ahead of other articles if Town Meeting votes to allow it, but as passage of the article as currently written could potentially affect the FY 2025 Budget, the article has been placed out of order ahead of the budget article.

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 Town departments and Town Accounts as printed in the Annual Town Meeting Warrant for the Fiscal Year beginning July 1, 2024, in the aggregate amount of \$37,574,155 and to fund this amount from the following sources:

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

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

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					
	TOTAL	132,457	136,124	164,594	28,470	20.92%
145	TREASURER/COLLECTOR					
	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

Favorable action (4-0-0)

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. This budget, as written, is not reliant on a Proposition 2 ½ override.

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

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

Favorable action (4-0-0)

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. The Town budgeted \$1,100,000 for vocational tuition last year.

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

Move the Town vote to transfer from Free Cash the sum of \$3,419.11 to fund the FY 2025 assessment, at a rate of 0.30839 per capita from the Central Mass Regional Planning Commission.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

Favorable action (4-0-0)

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 2025 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

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 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

Favorable action (4-0-0)

DESCRIPTION

The Ems/Ambulance enterprise budget is an enterprise fund and is fully funded via user fees.

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

Move that the Town vote to appropriate up to \$133,408.01 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

Favorable action (4-0-0)

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

Move that the article be passed over.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

Recommended to Pass over (4-0-0)

DESCRIPTION

This article was placed on the warrant as a placeholder, but as it appears the transfer made in October still has significant funding, and the campus maintenance is now in the general fund budget, the recommendation is to pass over the article.

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, 2024 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

Move that the Town vote to transfer the sum of \$300,000 from Free Cash into the Capital Stabilization Fund.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

Favorable action (4-0-0)

DESCRIPTION

While there is a listing of items in the Capital Plan, it is not complete. We intend to work with the Capital Committee over the summer to reprioritize the plan, in order for it to be part of the FY 2026 budget process with some necessities potentially funded at Fall Town Meeting. In the meantime, the request is to transfer funds into the Capital Stabilization Fund to preserve funding for the Capital Plan.

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

Move the Town vote to transfer \$100,000 from Free Cash and \$49,930 from the FY2024 Employee Benefits budget to purchase and equip two (2) police vehicle(s)

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

Favorable action (4-0-0)

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
RECEIPTS 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

Move the Town transfer \$1,235,000 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

Favorable action (4-0-0)

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 RECISSION

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

Move that the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

Favorable action (4-0-0)

DESCRIPTION

This is a housecleaning measure to remove an outstanding borrowing authorization on the Library remodeling project.

VOTE REQUIRED FOR PASSAGE - Requires a simple majority vote

ARTICLE 15 BORROWING RECISSION

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

Move that the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

Favorable action (4-0-0)

DESCRIPTION

This is a housecleaning measure to remove an outstanding borrowing authorization for the redirection of drainage from the new fire station. Funds to accomplish this project were paid via ARPA.

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

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
EV Charging	\$2,000
Agricultural Land Acquisition	\$100,000
Founder's Day	\$100,000

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

Favorable action (4-0-0)

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

Favorable action (3-0-1)

PROPOSED MOTION

Move the article be accepted as written.

DESCRIPTION

While Town meeting voted previously to support the exemption of the Police Chief from Civil Service, we have been advised to reauthorize the exemption through this article.

VOTE REQUIRED FOR PASSAGE Requires a simple majority.

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, 2027, 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, 2027, or until the date of his retirement, non-reappointment, or the date he is relieved of his duties by the town, whichever occurs first; 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.

ADVISORY COMMITTEE RECOMMENDATION

Favorable action (3-0-1)

SELECT BOARD RECOMMENDATION

DESCRIPTION

Chief Antanavica reached retirement age in April of 2023. Special legislation was passed to is 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.

PROPOSED MOTION

Move the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

Favorable action (4-0-0)

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.

PROPOSED MOTION

Move the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

Favorable action (4-0-0)

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

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.

PROPOSED MOTION

Move the article be passed over.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

DESCRIPTION

The purpose of this amendment to the zoning bylaw is to provide a developmental stone between residential and commercial/industrial districts. We have been advised that the Planning Board does not want to move with the article at this time.

VOTE REQUIRED FOR PASSAGE Requires a two-thirds 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.

PROPOSED MOTION

Move the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

Favorable action (4-0-0)

DESCRIPTION

To amend the Zoning Bylaws to provide for the allowance of Mixed Use, Horizontal Mix. This use would allow for the construction of developments which would have a residential and commercial use constructed on the same lot. The proposed amendment contains design and density standards for both residential and commercial components in order to ensure that new developments are scaled and consistent with the surrounding area.

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)

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 substations. Leicester 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.

- I. 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 Leicester 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.
- c. The estimated decommissioning costs and how said estimate was determined.
- d. 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.
- e. 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.
- f. 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.

PROPOSED MOTION

Move the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECT BOARD RECOMMENDATION

Favorable action (4-0-0)

DESCRIPTION

To provide for the construction and operation of Battery Energy Storage Systems and provide standards for the placement, design, construction, monitoring, modification, and removal of energy storage systems. The bylaw addresses public safety, protection of the town and private drinking water supplies while minimizing impacts on scenic,

natural, and historic resources. The bylaw also seeks to also provide adequate financial assurance for the decommissioning of Battery energy Storage Systems.

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

DRAFT

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

Printed Name of Constable

Signature of Constable



CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Client Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Client's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-46689-1
8/4/2023 1:07 PM
5/31/2024

Client:
Town of Leicester, MA

Bill To:
Leicester MA - CivicGov

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
John Pugh		pugh@civicplus.com		Net 45

Modules

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Community Development Core Setup	CivicGov Core Setup	USD 0.00
1.00	Community Development Licensing Annual	CivicGov Business Licensing Annual	USD 4,000.00
1.00	Community Development Year 1 Annual Fee Discount	CivicGov Year 1 Annual Fee Discount	USD -1,000.00
1.00	Community Development Licensing Setup	CivicGov Business Licensing Setup	USD 2,000.00
1.00	Community Development Code Enforcement Annual	CivicGov Code Enforcement Annual	USD 4,000.00
1.00	Community Development Year 1 Annual Fee Discount	CivicGov Year 1 Annual Fee Discount	USD -1,000.00
1.00	Community Development Code Enforcement Setup	CivicGov Code Enforcement Setup	USD 2,000.00
1.00	Community Development Planning & Zoning Annual	CivicGov Planning & Zoning Annual	USD 4,000.00
1.00	Community Development Year 1 Annual Fee Discount	CivicGov Year 1 Annual Fee Discount	USD -1,000.00
1.00	Community Development Planning & Zoning Setup	CivicGov Planning & Zoning Setup	USD 2,000.00
1.00	Community Development Permitting Annual	CivicGov Permitting Annual	USD 4,000.00

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Community Development Year 1 Annual Fee Discount	CivicGov Year 1 Annual Fee Discount	USD -1,000.00
1.00	Community Development Permitting Setup	CivicGov Permitting Setup	USD 2,000.00

Features

<https://next.axisgis.com/LeicesterMA/>

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Community Development Premium GIS (ESRI) Mapping Integration Annual	CivicGov Premium GIS (ESRI) Mapping Integration Annual	USD 1,000.00
1.00	Community Development Year 1 Annual Fee Discount	CivicGov Year 1 Annual Fee Discount	USD -250.00
1.00	Community Development Premium GIS (ESRI) Mapping Integration Setup	CivicGov Premium GIS (ESRI) Mapping Integration Setup	USD 1,000.00
1.00	Community Development ICC Code Integration (population based) Annual	Unlimited Users – up to 9 Titles	USD 1,500.00
1.00	Community Development ICC Code Integration (population based) Setup	CivicGov ICC Code Integration (population based) Setup	USD 500.00
1.00	Community Development Mobile App (Offline Inspections) Annual	CivicGov Mobile App (Offline Inspections) Annual	USD 1,000.00
1.00	Community Development Year 1 Annual Fee Discount	CivicGov Year 1 Annual Fee Discount	USD -250.00
1.00	Community Development Mobile App (Offline Inspections) Setup	CivicGov Mobile App (Offline Inspections) Setup	USD 500.00

Credit Card Processing

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Community Development Pay Annual Fee - Forte	CivicGov Pay - Forte	USD 1,500.00
1.00	Community Development Year 1 Annual Fee Discount	CivicGov Year 1 Annual Fee Discount	USD -375.00
1.00	Community Development Pay Setup Fee - Forte	CivicGov Pay Setup Fee - Forte	USD 3,000.00

Additional Departments

- Board of Health (Permit and License modules)
- Building / Code Enforcement (Permit and Code Enforcement modules)
- Fire Prevention (Permit module)
- Planning Board (Planning module)
- Town Clerk (License module)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Community Development Additional Training	CivicGov Additional Training	USD 200.00
1.00	Community Development Additional Departments/Groups Annual	CivicGov Additional Departments/ Groups Annual	USD 2,000.00
1.00	Community Development Year 1 Annual Fee Discount	CivicGov Year 1 Annual Fee Discount	USD -500.00
1.00	Community Development Additional Departments/ Groups Setup	CivicGov Additional Departments/ Groups Setup	USD 1,000.00
1.00	Community Development Additional Departments/Groups Annual	CivicGov Additional Departments/ Groups Annual	USD 2,000.00
1.00	Community Development Year 1 Annual Fee Discount	CivicGov Year 1 Annual Fee Discount	USD -500.00
1.00	Community Development Additional Departments/ Groups Setup	CivicGov Additional Departments/ Groups Setup	USD 1,000.00
1.00	Community Development Additional Departments/Groups Annual	CivicGov Additional Departments/ Groups Annual	USD 2,000.00
1.00	Community Development Year 1 Annual Fee Discount	CivicGov Year 1 Annual Fee Discount	USD -500.00
1.00	Community Development Additional Departments/ Groups Setup	CivicGov Additional Departments/ Groups Setup	USD 1,000.00

Data Import From Excel

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Data Import - Premium - Client Formatted - Permitting	CivicGov Additional Data Import - Permitting	USD 2,000.00
1.00	Data Import - Premium - Client Formatted - Planning & Zoning	CivicGov Additional Data Import - Planning & Zoning	USD 2,000.00

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Data Import - Premium - Client Formatted - Code Enforcement Complaint	CivicGov Additional Data Import - Code Enforcement	USD 2,000.00
1.00	Data Import - Premium - Client Formatted - Licensing	CivicGov Additional Data Import - Business Licensing	USD 2,000.00

Onsite Training is conducted after all modules are configured.

Onsite Training

1 Trainer
1 Training Event
2 Days Travel (12 hours @ day)
3 Days Onsite (8 hours @ day)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
48.00	Community Development Additional Training	CivicGov Additional Training	USD 9,600.00

List Price - Initial Term Total	USD 60,800.00
Total Investment - Initial Term	USD 54,425.00
Annual Recurring Services (Subject to Uplift)	USD 27,000.00

Initial Term	12 Months
Initial Term Invoice Schedule	50% invoiced on signature date and 50% invoiced 6 months from signature date or completion of implementation, if earlier

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Item for Selectboard meeting.

Attached is an agreement that I vetted through Chief counsel which specifically allows Spencer and Leicester Police Departments to work together on Major crimes, narcotic investigations and to apply for grants to combat the same. The Spencer selectboard had voted to have their TA to enter into this agreement, our request is that the Leicester selectboard also allow TA Genereux to enter into the agreement also. Agreements like this are so important for smaller communities in order to share resources to combat crime.

I have to whole heartedly support this task force, between Leicester and Spencer there will be a fantastic level of confidence in handling very complex cases that goes beyond the patrol officers means. With that being said, patrol officer who initially take a report that leads to a complex investigation will be included in the investigation throughout the process. This helps to fortify officers' abilities and to provide a much safer community. In the future we hope to have other towns join and build even stronger partnerships in our communities.

Respectfully:

*Chief Kenneth M Antanavica
Leicester Police Department
90 S. Main St.
Leicester, Ma 01524
(508) 892-7010 ext 2010
Fax (508) 892-7012*

WESTERN WORCESTER COUNTY MAJOR CRIMES AND NARCOTICS TASK FORCE MUTUAL AID AGREEMENT

WHEREAS, Chapter 40, Section 8G, of the Massachusetts General Laws (MGL) duly accepted by each of the parties, authorizes cities and towns to enter into agreements with other cities and towns to provide mutual aid programs for police departments to increase the capability of such departments to protect the lives, safety, and property of the people in the area designated in the agreement; and

WHEREAS, each municipality participating in the Western Worcester County Major Crimes and Narcotics Task Force (Task Force) desires to enter into an agreement that sets forth mutually agreeable terms and conditions for the furnishing of law enforcement mutual aid for the exercise of police authority by police officers of each Party within the territorial limits of the other Parties;

NOW THEREFORE, the Parties mutually agree as follows:

Section 1 – Authority

The Parties hereby agree to have the sworn police officers assigned to the Western Worcester County Major Crimes and Narcotics Task Force from each of the other Parties to be empowered to operate with full police powers, including the power of arrest, in each participating Party's jurisdiction. This agreement is intended to supplement, not contradict, the provisions of MGL Ch. 41 § 99, as well as all other statutes and common law that authorize police officers of one jurisdiction to exercise police powers in another jurisdiction. Such extraterritorial exercise of police powers is authorized under this Agreement while conducting Task Force investigations, operations, and events as defined herein. Nothing contained in this agreement shall be construed as limiting the lawful authority of police officers to make arrests or to exercise their police powers, or to engage in fresh and continued pursuit under MGL Ch. 41 § 98A.

Section 2 – Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

- a. **Chief of Police:** A Party's chief law enforcement officer, including the functional equivalent of Chief of Police, whether denominated "Commissioner," "Superintendent," or similar title.
- b. **Party (Collectively Parties):** A City, Town, or any other entity or agency with law enforcement powers that has been authorized to and has executed this Agreement.
- c. **Police Officer:** On-duty sworn police officers regularly employed as such by or in any Party. For purposes of this agreement, Police Officers assigned to the Western Worcester County Major Crimes and Narcotics Task Force shall be considered on-duty while engaging in Task Force Investigations, Operations or Events, as authorized by the Task Force Director or his Designee.
- d. **Police Powers:** All police powers granted to Police Officers regularly employed as such, including, but not limited to, the power of arrest.
- e. **Receiving Party:** A Party receiving police assistance or in which one or more Police Officers regularly employed as such by another Party is exercising Police Powers in accordance with this Agreement.

- f. **Sending Party:** A Party that provides police assistance under the terms of this Agreement or that regularly employs one or more Police Officers who exercise Police Powers within the territorial limits of any other Party under the terms of this Agreement.
- g. **Task Force Director:** The commanding officer responsible for the general supervision and administration of the Task Force.
- h. **Task Force Investigation:** Any criminal investigation to be conducted by Police Officers assigned to or assisting the Task Force, which is assigned or sanctioned by the Task Force Director or his designee.
- i. **Task Force Operation:** Any law enforcement activity conducted by Police Officers assigned to or assisting the Task Force in furtherance of a Task Force Investigation and authorized by the Task Force Director or his designee. Such instances may include, but not limited to, the execution of search warrants, undercover or controlled purchases, surveillance, interview and interrogation, arrests, and covert surveillance activities.
- j. **Task Force Event:** All other activities not considered a Task Force Investigation or Task Force Operation that are conducted by Police Officers assigned to or assisting the Task Force, and authorized by the Task Force Director or his designee.

Section 3 – Term of Agreement

This agreement shall be effective immediately among and between the signatory Parties as of the dates indicated next to their respective signatures, subject to the withdrawal and addition of Parties in accordance with the provisions of Section 4 and Section 5 of this agreement. This agreement shall remain in effect thereafter among and between any remaining Parties until terminated as provided in Section 4.

Section 4 – Termination of Agreement

Any Party may unilaterally withdraw from this Agreement at any time upon written notice to all other Parties.

Any Party may be involuntarily removed from this Agreement upon written notice after a majority vote of the other Parties.

Section 5 – Amendment of Agreement

This Agreement may be amended from time to time only by a specific writing duly executed by all the Parties. Any municipality may become an additional party to this agreement by signing the signature page after being authorized to do so by majority vote of the then-existing Parties.

Nothing contained herein shall preclude the Chiefs of Police of the participating Parties from establishing mutual aid guidelines that are consistent with the terms of this Agreement.

Section 6 – Obligations and Responsibilities

The police powers, rights, privileges and immunities of any Police Officer employed by a Party to this Agreement shall extend within the territorial or jurisdictional limits of each other Party to this Agreement

while such Police Officer operates in accordance with this Agreement in the course of a Task Force investigation, operation, or event.

A Police Officer from one Party's police department shall only engage in the exercise of Police Powers in another Party's territorial jurisdiction under this agreement when authorized to do so by the Task Force Director or his designee.

Operating within the territorial limits of a Receiving Party in accordance with this Agreement shall not cause a Police Officer to be considered for any purpose to be an employee of the Receiving Party. All employment rights, compensation, and benefits, including but not limited to the provisions of MGL Ch. 41 § 111F and/or MGL Ch. 32 § 94, shall remain the responsibility of the Sending Party. Notwithstanding the foregoing, any Party may be reimbursed in accordance with this Agreement and shall be entitled to the liability and indemnification protections as outlined herein.

Any citizen or other complaint or investigatory or disciplinary action arising out of the conduct of any Police Officer acting pursuant to this Agreement shall be treated as if the Officer had been operating within the territorial limits of the Sending Party at the time of the incident or conduct at issue. However, notification of the complaint, investigatory, or disciplinary action shall also be provided to the Task Force Director.

Section 7 – Command and Control

When exercising Police Powers pursuant to this Agreement, Police Officers shall be under the direction and control of the Task Force Director or his designee.

The Chief of Police of the Sending Party may recall the Police Officers and equipment of the Sending Party at the Chief of Police's sole discretion.

Section 8 – Case Initiation

Any Party may request assistance from the other Parties through the Task Force for any valid law-enforcement purpose.

Officers from any Party may also conduct proactive Task Force investigations, operations, or events within the territorial boundaries of any of the other Parties at the direction of the Task Force Director or his designee.

This Agreement is not intended to impose any obligation on any Party to respond to any Official request.

Section 9 – Self-Activation

A Police Officer engaged in, or travelling to or from any Task Force Investigation, Operation, or Event, who observes or becomes aware of any violation of law within the territorial limits of any Party, including those unrelated to a Task Force Investigation, Operation, or Event, may exercise Police Powers within the territorial limits of any Party for the purpose of preventing harm to the public, preventing loss or damage to property, engaging and stopping unlawful behavior, investigating possible criminal violations, increasing the capability of all Parties to protect the lives, safety, and property of people in the area, making an arrest, detaining offenders pending arrival of a Police Officer of the receiving Party, enforcing or investigating any traffic-related incident or violation, whether or not it was originally observed within the territorial limits of the Sending Party, and fresh-and-continued pursuit or exigent circumstances as otherwise authorized by

law. A police officer who self-activates in a non-Task Force Investigation, Operation, or Event shall notify the local jurisdiction.

Notwithstanding the forgoing or any other provision of this agreement, a Chief of Police may issue an order that any one or more officers are not to self-activate, or may impose additional restrictions on their department's officers in such instances.

The powers of all the Police Officers operating under this Agreement shall remain in full force and effect for the duration of this Agreement unless any of the following should occur:

- Separation of service from or suspension by the employing agency.
- The Chief of Police or designee of the Sending Party imposes a restriction on the Police Officer's authority to exercise Police Powers in accordance with this agreement.
- The Task Force, by majority vote of the participating agency's Chiefs of Police, prohibits the Police Officer from participation in the Task Force.
- Decertification by the Massachusetts Peace Officer Standards and Training (POST) Commission.

Each Party to this Agreement shall assume and be responsible for paying all of its own personnel costs, including, but not limited to, the salaries, overtime premiums, and disability benefits payable to its own Police Officers.

Each Party to this Agreement shall assume and be responsible for paying all of its own equipment costs, including, but not limited to, damage to or loss of its own equipment, and use of fuel, ammunition, and other expendable supplies.

Section 10 – Liability and Indemnification

Each Party agrees to assume its own defense and to hold each other Party, its agents, servants, and employees harmless from all suits and claims brought by third parties arising out of any act or omission committed by that Party or its Police Officers.

Section 11 – Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns and the public body or bodies succeeding to the respective interests of the Parties.

Section 12 – Section Headings

The section headings set forth herein are for convenience of reference only and are not part of this Agreement and shall be disregarded in constituting or interpreting any of the provisions of this Agreement.

Section 13 – Execution of Counterparts and Notice

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by electronic mail or mailed, postage prepaid, certified mail, return receipt requested and/or to such other person(s) and address(es) as any Party shall have specified in writing to the other subsequent to the execution of this Agreement.

Section 14 – Stability of Agreement

This Agreement is to be construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement, along with any referred to Attachment(s), constitute the entire agreement between the Parties, and each Party acknowledges that there are no inducements, promises, terms, conditions, or obligations made or entered into other than those contained herein.

Section 15 – Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect.

Section 16 – Non-Waiver

The failure of any Party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or of the right of such Party thereafter to enforce any such provisions.

Section 17 – Signatories and Certification

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused it to be effective as to each Party as of the date set forth in the signature block for that Party.

Each Party certifies to the others (a) that it has duly accepted the provisions of MGL Ch. 40 § 8G, (b) that it is duly authorized to execute this Agreement, and (3) that its Police Officers have complied with the training mandates of the Massachusetts Municipal Police Training Committee (MPTC) and POST Commission.

Executed as a sealed instrument by the Parties' duly authorized representatives.

CHIEFS OF POLICE

Chief of Police, Town of Leicester

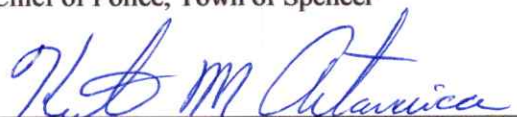
Date



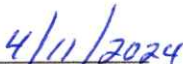
Chief of Police, Town of Spencer



Date



Chief of Police, Town of



Date

Chief of Police, Town of

Date

Chief of Police, Town of

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Date

Chief of Police, Town of

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Chief of Police, Town of

Date

Chief of Police, Town of

Date

TOWN ADMINISTRATORS/MANAGERS

Town Administrator/Mgr., Town of Leicester

Date



Town Administrator/Mgr., Town of Spencer

3/24/2024

Date

_____	_____
Town Administrator/Mgr., Town of	Date

_____	_____
Town Administrator/Mgr., Town of	Date

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Town Administrator/Mgr., Town of	Date

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Town Administrator/Mgr., Town of	Date

**SELECT BOARD EXECUTIVE SESSION MEETING MINUTES
MARCH 11, AT 6:00 PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

CALL TO ORDER/OPENING

VETERANS POEM

Chair Rick Antanavica, Vice Chair Dianna Provencher, Selectman Kevin Menard, Town Administrator David Genereux, and ATA/Grants Manager Samantha Chatterton were in attendance.

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) Motion passes.

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 quick grass 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) Motion passes.

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 refer the complaint to counsel. Seconded by Mr. Menard. (3-0-0) Motion passes.

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) Motion passes.

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 said 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 regulate 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 EXECUTIVE SESSION MEETING MINUTES
APRIL 1, AT 6:00 PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**CALL TO ORDER/OPENING
VETERANS POEM**

Chair Rick Antanavica, Vice Chair Dianna Provencher, Selectman John Bujak, Selectman Kevin Menard, Town Administrator David Genereux, and ATA/Grants Manager Samantha Chatterton were in attendance.

**CALL TO ORDER/OPENING
VETERANS POEM**

Mr. Bujak arrived 6:35 PM.

Chair Antanavica opened the meeting at 6:00 PM and read the veterans prayer.

1. SCHEDULED ITEMS

- a. 6:00 – Change of Manager, Federation of Eagles, 850 Main Street

Mr. Genereux stated there was a change of manager for the Federation of Eagles. Mr. Morris was not in attendance however the bar manager was in attendance. He stated he did a lot of charity for the club and the organization donated quite a bit of money to the town.

Ms. Provencher asked if he was TIPS certified.

The bar manager replied he was.

Ms. Provencher made the motion to approve the change in manager. Mr. Menard seconded. (3-0-0)

- b. 6:10 – Change of Manager, Leicester Package Store, 869 Main Street

Mr. Genereux stated there was a full application for Jeffrey Canane.

Mr. Canane said he owned his own store for over 30 years and his father is almost 90 years old and had been the manager since 1958 and does not want to sell his business and he would like to carry it on.

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

- c. 6:20 – Western Mass Energy Improvement Project – National Grid

Mr. Joe Carroll introduced himself and stated he was there to discuss a proposed project for a transmission line that runs through Leicester. He stated he was trying to encourage more engagement throughout the community with the project schedule and permitting overview. E5/F6 transmission line was designed in the early 1900s including over 600 structures encompassing 6 communities. He stated they were hoping to rebuild the line replacing 26 structures in Leicester and National Grid would install optimal ground wire to offer protection against lightning strikes. He stated they would also manage mowing and make access improvements where necessary.

Mr. Menard asked if the work was tied to work being done on Stafford Street.

Mr. Carroll clarified the location of the transmission line and the locations of the project. He discussed industry standards for the structures and through the right-away there would be a 2 to 5 foot offset in height between the existing structures to the new structures because of the updated wiring and industry standards.

Ms. Provencher asked about the impacts to the airport.

Mr. Carroll replied there would not be an impact. He discussed the permitting process with the state and provided municipal and abutter participation. He said they would be filing for non-environmental and environmental permitting. He stated they would be working with the local conservation commission to file permits as well. He discussed the timeframe of the project which began in the summer of 2023 and will continue into 2033 for construction and restoration for the range of the project as a whole.

He discussed the pre-construction activities and provided resources for public outreach including email and a hotline number.

Mr. Menard asked if he had any permitting issues so far.

They had not obtained local permits to date but they didn't foresee any issues.

Mr. Menard asked if there were any impacts to the residents of Leicester.

National Grid staff stated they didn't see any issues but the goal was to identify potential problems before it became a problem.

Ms. Provencher asked if anyone was going to lose their electricity during this week.

Staff responded no residents would not be losing power.

Mr. Antanavica asked for the presentation and contact information to be placed on the website so residents could find it.

2. CIVIC ANNOUNCEMENTS

a. Town Meeting – May 7, 2024

Mr. Antanavica said Town Meeting would be held May 7th at Town Hall.

3. RESIGNATIONS AND APPOINTMENTS

a. Appointment: Ives Fisher, Police Officer

Mr. Ken Antanavica introduced Mr. Fisher and stated he had been vetted and could not find a single person who had anything negative to say about him.

Ms. Provencher asked why he wanted to work in Leicester.

Mr. Fisher stated he had heard nothing but positive things about the department and he saw room for growth in Leicester to grow his career.

Mr. Rick Antanavica praised the department for the difficult work they do and notated how busy they are.

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

Mr. Antanavica stated he had eight years of military under his belt.

b. Appointment: Pauline Gallagher, Bark Park

Mr. Antanavica asked Ms. Gallagher how she was and why she wanted to be appointed to the bark park.

Ms. Gallagher said the socialization for dogs was wonderful and the park was important to the community since the town she lived in did not have one.

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

- c. Appointment: Harold Leaming, Fence Viewer

Mr. Genereux introduced Mr. Leaming as the building inspector and prospective fence viewer.

Mr. Leaming said the goal is to inspect due to the volume of complaints about fences so he should be looking at fences legal being six feet or under.

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

4. OTHER BUSINESS

- a. Tax lien sale – 474 Marshall Street

Mr. Genereux said there was a discussion of tax lien sales en masse because it impacted homeowners. He said 474 Marshall presents a different issue because both owners of the property are deceased and the people who may have been associated with them are still in the house and the town had received nuisance complaints and trash complaints. Mr. Genereux spoke to the treasurer who sent a payment agreement form to give owners an opportunity but if they didn't hear back they would like to be authorized over the next few months to sell. The money owed was just under 10,000 dollars and since there was no active ownerships of the property, the sale would hopefully limit the nuisance complaints.

Ms. Provencher asked about the two heirs listed in the paperwork.

Ms. Genereux stated the heirs were not living on the property and the treasurer had reached out to them. The current occupants were not the heirs.

Ms. Provencher asked if the payments from the inhabitants came how it would affect the lien.

Mr. Genereux stated they could bid at the auction and go through the process to take it to land court.

Mr. Menard made a motion to hold a tax lien sale for 474 Marshall Street. Seconded by Ms. Provencher. (3-0-0)

- b. Permitting update – Building Inspector

Mr. Harold Leaming stated it had been a privilege to work in Leicester. He stated Ziggy Bombs was posting updates on YouTube and he was waiting on framing and insulation. He stated there was quite a lot of activity across from Walmart and Starbucks was moving along with the sitework approved. Mr. Leaming discussed flippers and how they are coming into town and getting rid of "old stock" and some of the mill properties were being worked on. He discussed 30 Mill Street and the engineering that had been done and some of the eyesore houses that were being worked on and were contributing to new growth.

Mr. Leaming discussed the adaptive overlay district/ adaptive reuse and praised the town planner for giving people a break when it comes to restrictions on homeowners. He stated his only goal was to get the projects moving along.

Mr. Menard asked if anything was happening with the mill by Rochdale park.

Mr. Leaming stated there are in negotiations currently with the town.

c. CMHA Meeting Update

Mr. Antanavica stated they would begin sharing the meeting results of CMHA for the shelter program so the public knows what some of the issues are and what is discussed with town officials and the shelter program. He stated the buildings are clean and in good shape and there is nothing out of ordinary in the buildings. He discussed the fire alarms going off and most of it is from the residents cooking and the use of oil. He said the program managers are looking into fans to stop the issue.

Mr. Genereux stated fire staff were in the building that same day to explore vents and exhaust fans to stop the calls.

Mr. Menard asked about the ruts and landscaping issues cause by the snowplow operator over the winter.

Mr. Genereux clarified they would be taking care of the landscaping including widening the driveway to allow passage.

Mr. Antanavica said the fire trucks need more room to move around and turn.

Mr. Bujak stated they did similar work at the airport to widen areas for parking.

Mr. Antanavica asked for a list of roadwork to be done and asked it to be supplied to the water districts so they would receive proper notice.

Mr. Menard made a motion to adjourn. Seconded by Ms. Provencher. (4-0-0)

ADJOURN

**SELECT BOARD EXECUTIVE SESSION MEETING MINUTES
APRIL 8, AT 6:00 PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

**CALL TO ORDER/OPENING
VETERANS POEM**

Chair Rick Antanavica, Vice Chair Dianna Provencher, Selectman John Bujak, Selectman Kevin Menard, Town Administrator David Genereux, and Grants Manager Samantha Chatterton were in attendance.

CALL TO ORDER/OPENING

Mr. Antanavica opened the meeting at 6:00 PM and read the veterans poem.

VETERANS POEM

1. SCHEDULED ITEMS

- a. 6:00 PM – Public Hearing – Vote by Mail for Annual Town Election

Ms. Pam LaFleur announced the town has the option to opt out of vote by mail and after running numbers, she would like to opt out due to the cost burden. She said for the last local election they didn't have a huge turnout and she didn't want to waste money.

Mr. Bujak asked how many registered voters in town.

Ms. LaFleur stated approximately 8,000 and last time roughly 1,200 partook in vote by mail. She said although votes are wonderful, she didn't feel it was necessary due to a restrained budget. She said it was mandated for state elections.

Mr. Bujak asked if there was a way to do elective opt in voting.

Ms. LaFleur replied there was not but they could opt to do absentee.

A resident asked if mail in voting has increased the number of people voting or not.

Ms. LaFleur stated she would say yes it has.

The resident stated he believes the votes are disbursed by vote by mail. He spoke of laws regarding campaigns and supporters.

Ms. Becky Benoit asked about the absentee ballots and who to contact to obtain an absentee ballot.

Ms. LaFleur stated it was not required by law to place it in the paper and if anyone had questions they could reach out to her. She also said there is an application online for anyone interested in absentee voting.

Ms. Linda Buckley stated she wasn't aware of how expensive it was to mail in ballots. She stated she was in support of no mail in voting and said she believes it contributes to fraud. She said she always found a way to vote even when she was younger.

Ms. LaFleur stated her department looks into it all to ensure there is only one vote per person so mail fraud cannot happen. She stated there is a lot of time and outreach when documents are not filled out correctly.

Mr. Tom Buckley stated he is appointed as a registrar and said everyone is very careful with what they do and the technology assists to ensure nobody can vote twice. He said they are not permitted to ask for an ID. He stated people should register to vote so they can vote and said he agrees with no more vote by mail.

Mr. Bujak asked if he voted by mail and then came to town hall to vote would it be counted twice.

Ms. LaFleur said the ballots go out and are logged in the state computer. She said if the ballot is not returned they will be allowed to vote but once one of the ballots are processed, the second will be null and void. The first vote is the vote that counts.

Mr. Bujak made a motion to forgo vote by mail until it is mandated by state law. Seconded by Ms. Provencher. Motion passes 4-0-0.

2. CIVIC ANNOUNCEMENTS

- a. Town Meeting – May 7, 2024

Mr. Antanavica announced town meeting would be held May 7th in Town Hall. On Wednesday April 10th, the student art show will be at the middle School. On April 27th – from 9AM -12 PM would be earth day cleanup and sign ups can be done on the website.

3. PUBLIC COMMENT PERIOD

None heard.

4. RESIGNATIONS AND APPOINTMENTS

- a. Appointment – Recruit Firefighter, Matthew Berthume

Mr. Genereux asked to appoint Mr. Berthume as a recruit firefighter at Mr. Mike DuPuis' request.

Mr. Bujak made a motion to approve. Seconded by Ms. Provencher.

5. OTHER BUSINESS

- a. Recommendations for appointment of the School Building Committee

Dr. Kustigian stated the next step in the school building process was to establish a committee to include David Genereux, Rick Antanavica, two school committee members, Jim Reinke and Donna McCance, Richard Lind, Kris Lauzon, Denise Carrier and Kevin Menard.

Mr. Bujak made a motion to approve the committee as presented. Seconded by Ms. Provencher. Motion passes 4-0-0

- b. Contract Award – High School Campus, Common and Memorial Square Mowing

Mr. Genereux said there were 5 bidders and Global Maintenance was the winning lowest bid. He stated the vendor has already supplied certificates of insurance and CORI checks.

Mr. Menard asked if there were any issues in the past when the town used them as a vendor in 2022.

Mr. Genereux responded there had been a few windows damaged by rocks and the vendor replaced them without issue.

Mr. Bujak stated he was not in favor of outsourcing lawn maintenance when it was proposed to him last year that they would hire 2 new employees so they wouldn't have to outsource.

Mr. Menard asked about the history and if Kris said he was hiring specifically for the lawn maintenance.

Mr. Genereux stated he doesn't know if Kris was specifically referring to lawn maintenance at the time the employees were hired as there is not only a shortage of employees but also equipment as well.

Mr. Menard clarified so there isn't personnel and equipment to do the work.

Mr. Genereux explained it was a lot of mowing given town common and the veteran squares. He stated the town is looking into robotic mowers to see how it went to do some of the fields with them.

Mr. Bujak said he would like to speak to the DPW director to discuss comments made about staffing and lawn maintenance.

Mr. Genereux asked when those comments were made.

Mr. Bujak stated he believed it was sometime after the budget issues last year were resolved.

Mr. Antanavica clarified he spoke to Kris and he was still short a guy.

Mr. Bujak stated highway was revamped and the DPW director role was created and he was baffled as to the changing stories.

Mr. Genereux said he would schedule Kris to come and discuss the contract.

Mr. Menard asked to wait to vote next week to obtain Kris' input before voting.

Mr. Antanavica asked about the cost since the price hadn't increased substantially and wanted to make sure the vendor knew the veterans' squares were included and the areas to be cleaned, mowed and weed whacked, have grown from years prior.

Mr. Bujak said they were still outsourcing to hire more bodies.

c. Vote to open Spring Annual Town Meeting Warrant

Mr. Genereux asked the board to look in their packets which included the warrant. He stated article 18 states the chief is to be allowed to remain in the position until 2027 and the wording is included in the packet. He discussed bond recissions and a spelling error in the warrant. He discussed article 23, the battery storage bylaw in which the language included the Town of Ware.

Mr. Bujak made a motion to open the warrant to make the corrective changes. Seconded by Ms. Provencher. Motion passes 3-0-1. Mr. Antanavica abstained.

Mr. Bujak made a motion to close the town meeting warrant. Seconded by Ms. Provencher. Motion passes 4-0-0

d. Amend Warrant Articles – Spring Annual Town Meeting Warrant

Mr. Genereux discussed Article 1 prior year bills, particularly pertaining to National Grid. He also discussed legal bills and prior year invoices from other departments.

Ms. Provencher made motion to approve article 1 for prior year bills. Seconded by Mr. Menard 4-0-0

Mr. Genereux discussed Article 2A, budget transfers and warrant articles that are close to deficit. He discussed town hall telephones, town clerk elections, other general government, snow and ice, shared maintenance, stormwater management, fire hydrant repair, police flooring, and police detective station, and ambulance/enterprise expenses.

Mr. Bujak made a motion to approve. Seconded by Ms. Provencher. Motion passes 4-0-0.

Mr. Genereux discussed Article 2B including transfers to OPEB and the stabilization fund.

Mr. Bujak made a motion to approve. Seconded by Ms. Provencher. Motion passes 4-0-0.

Ms. Provencher asked about prior approval at town meeting and budget transfers.

Mr. Bujak asked about the last time money was put into the stabilization fund.

Mr. Genereux replied it was before the purchase of Becker.

Mr. Bujak would present articles 2A and B at town Meeting.

Mr. Genereux discussed elected officials salaries for Article 3.

Mr. Bujak made a motion to approve. Seconded by Ms. Provencher. Motion passes 4-0-0

Ms. Provencher would read article 3 at town meeting.

Mr. Genereux discussed article 4 and the budgetary impact in the fees and receipts aspect of rental collections. He stated according to town counsel, a license or interest in real property can flow to the general fund, but because the dorms are going to be bid again and if it turns into a lease it will need to go into the revolving fund unless the article passes. He clarified a change in the bylaw allows it to become a general fund receipt.

Mr. Bujak asked if the receipts collected could be used for the schools if fees are collected for use of the gym or building usage fees. He said the school has it budgeted in their funds since they were maintaining the buildings and taking on the fees associated with the buildings with no associated revenue stream. He asked if the Becker field was included in the language. He expressed concerns the article would impact programming moving forward.

Mr. Menard asked if changing the wording would rectify some of the confusion.

Mr. Genereux explained all the monies associated with the Becker properties funnels into one spot and the article would out CMHA.

Mr. Menard said rentals for the schools such as gym rentals, field rentals would have to be separate to ensure the money stays with the schools.

Mr. Bujak asked about the purpose of the revolving fund.

Mr. Genereux stated it was splitting a onetime parcel and the idea behind the article was to do everything they could to monetize Becker.

Mr. Bujak suggested a fund to put money into once a year for maintenance.

Mr. Genereux discussed several methods for transferring funds at town meeting to ensure the maintenance fund is appropriately budgeted.

Mr. Antanavica asked what the revolving fund is used for on the school side so every sport could have a separate spot for activities.

Mr. Menard asked if a fund could be set up like Mr. Bujak wishes and set up a dollar amount to carry expenses the school is carrying. He proposed adding detail to the bylaw to alleviate some of the concerns.

Mr. Bujak asked what was in the revolver today.

Mr. Genereux replied he didn't know as he had never used it.

Mr. Bujak asked if parks and rec could come back and utilize the funds.

Mr. Genereux responded only if they were utilizing the fields and incurred expenses.

Mr. Bujak asked for the broadening of the language in the article and asked where the funds have been used as he didn't understand the restrictions surrounding the fund.

Mr. Menard suggested making edits to Column D and E for more clarifying language.

The board opted to not vote on the article until the next meeting.

Mr. Genereux discussed Article 24, which was moved to be ahead of the budget but since it impacts the budget it was moved ahead in the warrant, between article 4 and 5.

Mr. Bujak made a motion to move Article 24 to between article 4 and 5. Seconded by Ms. Provencher. Motion passes 4-0-0

Mr. Genereux asked the board for a recommendation on the citizen's petition.

Mr. Bujak made a motion to recommend and rescinded. Mr. Bujak made a motion to pass over.

Mr. Antanavica made a motion to take it town meeting to wait for a recommendation. Seconded by Mr. Bujak. Motion passes 4-0-0

Mr. Bujak made a motion to approve Article 5 as written. Seconded by Mr. Menard. Motion passes 4-0-0

Mr. Genereux discuss Article 6 of vocational tuition.

Mr. Bujak made a motion to approve. Seconded by Mr. Menard. Motion passes 4-0-0

Mr. Genereux brought up Article 7 CMRPC annual assessment.

Mr. Bujak made a motion to recommend. Seconded by Ms. Provencher. Motion passes 4-0-0

Mr. Genereux discussed Article 8 ambulance enterprise.

Mr. Bujak made a motion to recommend. Seconded by Mr. Menard. Motion passes 4-0-0

Mr. Genereux discussed Article 9 Cable Access allocation.

Mr. Provencher made a motion to recommend. Seconded by Mr. Bujak. Motion passes 4-0-0

Mr. Genereux discussed Article 10 funding operations associated from the Becker campus.

Mr. Menard made a motion to pass over article 10. Seconded by Mr. Bujak. Motion passes 4-0-0

Mr. Genereux discussed article 11 capital improvement plan to allow the CIC to have essentially a stabilization account where money could potentially be put in annually.

Ms. Provencher made a motion to recommend. Seconded by Mr. Bujak. Motion passes 4-0-0

Mr. Genereux discussed Article 12 allowing for the purchase of two police cruisers.

Mr. Bujak made a motion to approve. Seconded by Ms. Provencher. Motion passes 4-0-0

Mr. Genereux discussed Article 13 – transfer proceeds from the sale of Victorians.

Mr. Bujak made the motion to recommend. Seconded by Ms. Provencher. Motion passes 4-0-0

Mr. Genereux discussed Article 14, borrowing rescission.

Mr. Bujak made the motion to recommend. Seconded by Ms. Provencher. Motion passes 4-0-0

Mr. Genereux discussed Article 15, borrowing rescission.

Mr. Bujak made the motion to recommend. Seconded by Ms. Provencher. Motion passes 4-0-0

Mr. Genereux discussed Article 16, revolving fund spending limits.

Ms. Provencher made a motion to recommended. Seconded by Mr. Bujak. Motion passes 4-0-0

Mr. Genereux discussed Article 17, exempt the police chief from civil service.

Ms. Provencher made a motion to recommended. Seconded by Mr. Bujak. Motion passes 3-0-1

Mr. Genereux discussed Article 18, petition to extend.

Ms. Provencher made a motion to recommended. Seconded by Mr. Bujak. Motion passes 3-0-1.

Mr. Genereux discussed Article 19, local licenses and permits; failure to pay.

Mr. Menard made a motion to recommend Article 19. Seconded by Mr. Bujak. Motion passes 4-0-0

Mr. Genereux discussed Article 20, investment of funds pursuant to the Prudent Investment Rule.

Mr. Bujak made the motion to recommend. Seconded by Ms. Provencher. Motion passes 4-0-0

Mr. Genereux stated Article 21, involving the amendment to the zoning map is being passed over.

Mr. Bujak asked about developing a system to work on that land and increase development and he hoped they moved quick to make a decision.

Mr. Genereux recommend holding off on Article 21 until they heard back from planning.

Mr. Genereux discussed Article 22, amend sections of the zoning bylaw to add mixed use to the HB1 zone.

Mr. Bujak made the motion to recommend. Seconded by Ms. Provencher. Motion passes 4-0-0

Mr. Genereux discussed Article 23 Battery Storage Bylaw.

Mr. Menard made a motion to recommend. Seconded by Ms. Provencher. Motion passes 4-0-0

6. MINUTES

- a. January 2, 2024
- b. March 25, 2024
- c. April 1, 2024

Ms. Provencher made a motion to approve, seconded by Mr. Bujak. Motion passes 4-0-0

- d. August 21, 2023 – Exec Session
- e. September 18, 2023 – Exec Session
- f. October 5, 2023 – Exec Session
- g. November 6, 2023 – Exec Session
- h. August 7, 2023 – Exec Session
- i. November 20, 2023 – Exec Session
- j. November 27, 2023 – Exec Session
- k. December 11, 2023 – Exec Session
- l. December 18, 2023 – Exec Session
- m. January 11, 2024 – Exec Session
- n. February 5, 2024 – Exec Session
- o. February 20, 2024 – Exec Session

Mr. Antanavica recommended the board review and vote at next meeting.

Ms. Provencher made a motion to adjourn. Seconded by Mr. Menard at 7:51 PM.

ADJOURN