



PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: October 18, 2021

TIME: 6:00pm

LOCATION: Select Board Conference Room, 3 Washburn Sq -OR- Virtual (see below)

REQUESTED BY: Kristen L. Forsberg, Assistant Town Administrator

*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. 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://global.gotomeeting.com/join/426260045>

-OR-

(571) 317-3112; Access Code: 426-260-045

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Town Administrator Report
- c. Select Board Reports

4. RESIGNATIONS & APPOINTMENTS

- a. Appointment – Parks and Recreation – Paul Fontaine
- b. Appointment – Commission on Disabilities – Bonny Burks
- c. Gas/Plumbing Inspector Appointment Discussion

5. OTHER BUSINESS

- a. Vote on Use of Special Ed Stabilization Funds for FY22
- b. Request to Use Becker Gym – Worcester County Senior Athletic Association
- c. Request to Use Becker Field - LHS
- d. Award Fire Rescue Pumper Bid
- e. Award Ambulance Bid
- f. Chapel St Mill Demolition
- g. Review/Vote on Becker College Land Acquisition Borrowing Requirements (Bond Council Request)
- h. Fall Special Town Meeting – Assign Motions
- i. Review/Vote on Executive Session Minutes

6. MINUTES

- a. October 4, 2021

ADJOURN



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
www.leicesterma.org

October 18, 2021

To: Select Board
From: David Genereux, Town Administrator
RE: Town Administrator's report

The following is a report on the general activities of the Town Administrator through October 14, 2021.

Citizen issues: Topics discussed with various citizens

- Working on a question regarding ownership of a paper street.
- Working on questions regarding the latest water/sewer district presentation done by Weston and Sampson.
- Worked on a question regarding maintenance of private roads.

Meetings:

- Held a Town warrant review meeting on Tuesday October 12. There were 8 people in attendance.
- Select Board member Shocik and I met with Doug Belanger and officers of the Mass State Police Museum at the Swan Library to discuss the possibilities of the Museum renting the space. The discussions were very encouraging.
- Meet with a non-profit group who are interested in the Memorial School. I expect that they will participate in the process when we issue the RFP for the sale of the building, should the Board make that decision.

Activities:

- CARES act reconciliation is now complete. It is fully balanced with accounting. We are now starting the final reporting and remaining drawdown for COVID-19 related expenses. The Town has \$85,662.68 in remaining funding for COVID related expenses.
- Most of the past week was spent working on the Becker acquisition. Bond Counsel will not oppose the measures taken to inform the public of the movement of the 09/14/21 Special Town Meeting from the Middle School to Becker, which now fully ratifies that vote, eliminating the need for another town meeting.
- The special legislation that is needed to void the notification process required by the Town's 2018 acceptance of MGL Chapter 53, Section 18B has been filed with the Governor. The Governor will submit it to the Legislature early next week. From there, it will be up to our representatives to advance it.
- In the meanwhile, it may make sense to schedule another special election in the case the legislation does not get passed in an expeditious manner. This matter will be discussed further by the Board in coming weeks.
- The construction process at Warren & Gleason is beginning. Equipment and supplies are on site and construction is imminent.
- We have submitted for an additional health grant which would bring social workers and an epidemiologist to the Health Coalition.
- Submitted a compliance review package to the USDA for a project that they had funded.
- The preliminary certification of 2022 property values has been certified by the DLS. We are now

moving on to the public review portion of the certification.

- Unfortunately, the Town and the water/sewer districts application for up to \$400,000 in rural development grants were rejected. We will re-examine strategy for the next funding round.

Please contact me with any questions.



Town of Leicester
Parks and Recreation Committee
59 Peter Salem Rd
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7021 Fax: (508) 892-7058
www.leicesterma.org

September 10, 2021

Dear Select Board members,

Parks and Recreation respectfully request Paul Fontaine be appointed to our committee. As Parks & Rec has taken over the Common and Paul has extensive knowledge of Swan Tavern and The Bandstand and therefore, we feel confident he will be an asset to our committee.

Thank you for your time and consideration in this matter.



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 Paul Fontaine HOME TEL. _____

ADDRESS: _____ WORK TEL. _____
Leicester, Ma 01524

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 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 type="checkbox"/> Commission on Disabilities | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Other _____ |

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: _____

Associates degree in Business Administration

(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.

Liberty Movers, for 45 years.

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

Life long resident of Leicester, and recently retired. I feel i can be of assistance to the Parks, and Recreation committee

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

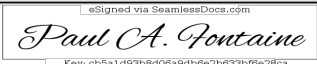
Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

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 checked="" 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 checked="" type="checkbox"/> Transportation | |

Other Skills & Interests: _____
Boating, antique cars and trucks.

Government or Community Volunteer Experience (Leicester or Elsewhere)

Position/Activity	Date(s)	City or Town
Town Hall Building Commission	unknown	Leicester
Bandstand Commintte	unknown	Leicester
Economics Development	unknown	Leicester
 <small>eSigned via SeamlessDocs.com</small> <small>Key: cb5a1d93b8d05a9db6e2b633b76e2d8ca</small>		08/09/2021
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 Bonny Burks 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 checked="" type="checkbox"/> Commission on Disabilities | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Other _____ |

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's Degree and Master's Degree in 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): Leicester Public Schools

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.

Third Grade Teacher, Second Grade Teacher, Paraprofessional

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

I feel it's important to serve our community. I am interested specifically in serving on the Commission on Disabilities because I have a sister who has Multiple Sclerosis and I see the

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 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 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
<u>PTO Teacher Member/Teacher Liason</u>	<u>2018- current</u>	<u>Leicester</u>
<u>Volunteer Tutor</u>	<u>2018-2019</u>	<u>Leicester</u>
<u>Sunday School Teacher</u>	<u>1994-2000</u>	<u>Chillicothe, MO</u>
<div style="border: 1px solid black; padding: 5px; text-align: center;"> <small>eSigned via SeamlessDocs.com</small>  <small>Key: cb5a1d93b8d06a9db6e2b633b76e2d8ca</small> </div>		<u>08/03/2021</u>
Signature of Applicant		Date

Thank you for your interest in serving the Town of Leicester



Leicester Public Schools
Office of the Superintendent
3 Washburn Square, Leicester, MA 01524
www.leicester.k12.ma.us

Telephone: (508) 892-7040

Fax: (508) 892-7063

To: Members of the Select Board
David Genereux, Town Administrator

From: Cady Maynard, Director of Finance & Operations

Date: October 12, 2021

Re: Special Education Stabilization Fund Expenses FY2022

In an effort to alleviate the deficit for the FY22 Budget, approximately \$120,000 is anticipated to be expended from the Special Education Stabilization Account, originally accepted at the Annual Town Meeting on May 2, 2017 for the provisions of MGL Chapter 40, Section 13E.

In accordance with the law, “[funds shall only be distributed from the reserve funds after a majority vote of the school committee and a majority vote of the board of selectmen or city council...].”

Therefore, at its regularly scheduled meeting on Monday, June 7, 2021, the School Committee voted to authorize the use of those funds for FY22 expenditures, and ultimately move forward a request for a subsequent vote of the Select Board.

WORCESTER COUNTY



SENIOR ATHLETIC ASSOCIATION

Leicester Selectboard
Chairman Rick Antanivica

October 4, 2021

Mr. Chairman and members,

Please consider this correspondence as a formal request for use of the gym at 959 Main St.

As you know, I represent a group of area seniors who are endeavoring to maintain health through physical activity. We range in age from 55-92 and are looking for a new venue to play indoor volleyball from November through April. We are fully insured and additionally require signed waivers from all members.

As a community service and gesture of good will, our experienced members are willing to donate their time to run a separate instructional Senior Volleyball and Pickleball program for Leicester's seniors.

Our proposal is very flexible but initially requests use of the facility twice per week on Tuesday and Thursday mornings from 9-11:30 AM for the League. The times and days for the town resident program could be determined through coordination of the Senior Center or whomever you deem appropriate.

We are a responsible group of individuals and know through our collective experiences that when it comes to buildings, "activity creates security". We would treat the building with the utmost care and will set-up and break down the equipment and sweep and remove litter accordingly.

We also understand the fluid nature of the recent town purchase and therefore suggest a non-binding month-to-month agreement for the first season that would allow the needed flexibility to the town. Our league finances depend on minimal fees from our League members. However, we do appreciate the cost of lights, heat, and maintenance, and could afford a \$50 per month contribution toward related expenses to the community.

We are available to discuss details and answer any questions at your direction and on behalf of our Board of Directors and members, thank you for your consideration.

Doug Belanger, President
Worcester County Senior Athletic Association
13 Harberton Dr.
Leicester, MA. 01524
wcsaa55.com
508 726-7911

Request for Becker Facility Use

All events listed are for the field unless otherwise noted

Previous Events

- 9/2 – Varsity Football Scrimmage 2:30-5:30pm
- 9/7 – Girls Soccer 4:30-7pm
- 9/17 – Varsity and JV Field Hockey 3-6pm
- 9/24 – Varsity Boys Soccer – 6-9pm
- 10/4 – Varsity & JV Field Hockey 2:30-6:30pm
- 10/17 – Leicester Spencer Raiders at 11am

Approved Events

- 11/25 – Varsity Football 10:15am

Requested Events

- Becker Gym – Tuesdays/Thursdays from 9-11:30am – Worcester County Senior Athletic Association
- 10/18 – JV Football 3:30pm
- 10/19-10/22 – Soccer & Field Hockey – 2:30pm-6:00pm
- 10/22 – Varsity Football 7:00pm
- 10/30 – JV Football 10:00am
- 11/10 – JV Football 3:30pm
- 11/15 – JV Football 3:30pm

From: [Jennifer Reynolds](#)
To: [Forsberg, Kristen](#)
Subject: Possible Home Games
Date: Monday, October 11, 2021 5:43:30 PM
Attachments: [AllEvents \(20\).pdf](#)

Hi Kristen,

I have included a partial schedule of the remainder of our home games this season. Currently there is only football on the schedule. I would like to request those dates so in the instance of inclement weather that does not allow us to play on the grass field at the high school, we have an alternative site. The teams would need access to the field one hour before the contest begins and for 2 1/2 hours after gametime. If the weather has been cooperative, the teams would remain on the high school field.

Both soccer teams and the field hockey team begin tournaments on October 19th. The seeding meeting for those in on Monday, October 18th in the morning; that is when I will find out if they play at home or travel and the opponent. Although I cannot give specific dates and times until after that meeting, I anticipate that soccer and field hockey will be playing at home twice that week based upon their records. I would like to request the use of the Becker Field Tuesday, October 19th - Friday, October 22nd from 2:30 until 6:00.

Thank you for assisting with this process. I appreciate the work you have been doing.

Regards,
Jen Reynolds

Jennifer A. Reynolds, M.A.T., M.Ed.
Science Department/Director of Athletics
Leicester Public Schools
(508) 892 7055 ext. 120
(508) 892 7030 ext. 1109

Please see our [Participation in Online Learning Services Statement](#)
Please see our [Nondiscrimination Statement](#)

174 Paxton St
Leicester
MA 01524-1199

Leicester High School
All Events
10/17/2021 - 11/30/2021

Jennifer Reynolds
Athletic Director
508-892-7030

Monday, October 18th

Time	Team	H/A	Opponent/Title	Site	Depart	Status	Type
3:30 PM	Football Boys JV	H	Millbury Junior/Senior High School	Leicester High School Football Field		Normal	League

Friday, October 22nd

Time	Team	H/A	Opponent/Title	Site	Depart	Status	Type
7:00 PM	Football Boys Varsity	H	Uxbridge High School	Leicester High School Football Field		Normal	League

Saturday, October 30th

Time	Team	H/A	Opponent/Title	Site	Depart	Status	Type
10:00 AM	Football Boys JV	H	Oxford High School	Leicester High School Football Field		Normal	League

Wednesday, November 10th

Time	Team	H/A	Opponent/Title	Site	Depart	Status	Type
3:30 PM	Football Boys Freshman	H	Auburn High School	Leicester High School Football Field		Normal	League

Monday, November 15th

Time	Team	H/A	Opponent/Title	Site	Depart	Status	Type
3:30 PM	Football Boys Freshman	H	Northbridge High School	Leicester High School Football Field		Normal	League

Thursday, November 25th

Time	Team	H/A	Opponent/Title	Site	Depart	Status	Type
10:15 AM	Football Boys Varsity	H	Auburn High School	Leicester High School Football Field		Normal	League

Town of Leicester – Bid Opening
 Fire Rescue Pumper – October 6, 2021 at 1:00pm

Company Name	Company Address	Bid Form Signed?	Bid Bond and Payment Bond?	Signed Certificate of Non-Collusion?	Acknowledgement of Addendums?	Total Bid
Brindlee Mountain	15410 Highway 231 Union Grove, AL 35175	X	n/a	X	n/a	\$275,000
Royal Wave ENT LP	1138 7 th St NW, Atlanta, GA 30318	X	n/a	X	n/a	\$271,000

From: [Michael Dupuis](#)
To: [Genereux, David](#); [Forsberg, Kristen](#)
Cc: [Matthew Tebo](#); [Ben Morris](#)
Subject: bid submissions
Date: Friday, October 8, 2021 9:48:10 AM

Hi David, Upon close inspection of the two bid submissions we have determined that the 2008 Pierce Velocity Rescue Pumper from Brindlee Mountain Fire Apparatus would be the better choice for the Town. Please see below what we took notice of.

E-One Quest Custom Pumper:

The 13yr old light tower has difficulty to get parts for (We currently are having that issue with Rescue 2)

Foam tank is "recently" installed

No front suction port

Is pre piped for a deck gun but no gun provided

Has less discharge ports

Shallow hose bed has less supply hose carrying capacity

Rear compartment hose reel will have to be removed to make room for department wide standard appliance storage location

180-day warranty only

No pump test factored into price

No maintenance check and PM done prior to delivery

E-One Quest Custom Pumper Doesn't follow bid spec because:

Not a Fire Rescue Chassis

No Engine Brake

No Air-Conditioning

Pierce Velocity Rescue Pumper:

Has more discharge ports

Has more hard suction hose holders

Larger hose bed capacity

Heated mirrors

Has front suction port

Has deck gun

Has a new annual pump test factored into price.

Will provide full service on all fluids and filters

Will provide lettering to match current fleet

Provides a one-year major component warranty

Pierce Velocity Rescue Pumper *follows bid spec*

Sincerely,

Chief Michael R. Dupuis, CFO

Leicester Fire Department

3 Paxton Street, Leicester, MA 01524

Office #: 508-892-7022 ext. 1102

From: [Forsberg, Kristen](#)
To: ["Royal Wave ENT"](#)
Cc: [Genereux, David](#)
Bcc: [Mike Dupuis \(mdupuis@leicesterfireems.org\)](#); ["mtebo@leicesterfireems.org"](#); [Ben Morris \(bmorris@cvrwd.com\)](#)
Subject: RE: Request for Bid Documents - BD-22-1560-TABO1-3WASH-66568
Date: Wednesday, October 13, 2021 12:20:00 PM
Attachments: [image001.png](#)
[image002.png](#)

Good morning Sherman,

The bid review committee has determined that your bid does not conform to the bid specifications due to the following:

- Not a fire rescue chassis
- No engine brake
- No air-conditioning

Therefore, the bid has unfortunately been rejected. We do appreciate you submitting a bid and encourage you to apply for future projects. Best,

Kristen L. Forsberg, MPA & MCPPO
Assistant Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524
508-892-7077

From: Royal Wave ENT <baam@royalwaveent.com>
Sent: Tuesday, October 12, 2021 12:10 PM
To: Forsberg, Kristen <forsbergk@leicesterma.org>
Subject: Re: Request for Bid Documents - BD-22-1560-TABO1-3WASH-66568

Greetings Kristen,

Thank you for the update. I look forward to further correspondence regarding the bid.

Best

Sherman Jackson

Royal Wave ENT, Chief Procurement Officer



BRINDLEE MOUNTAIN

F I R E A P P A R A T U S , L L C

15410 Highway 231, Union Grove, AL 35175

Phone: 256-776-7786 / Fax: 256-498-0924

Sales Agreement

Brindlee Mountain Fire Apparatus (Seller) hereby agrees to sell one 2008 Pierce Velocity Custom Rescue Pumper (Apparatus) to Town of Leicester, MA (Buyer) for the sum of \$275,000.00 (Two Hundred Seventy Five Thousand Dollars and no cents).

Apparatus: 2008 Pierce Velocity Custom Rescue Pumper, Stock #13730, VIN:4P1CV01F78A008434

Buyer Info: Town of Leicester, 3 Washburn Square, Leicester, MA 01524

Terms and Conditions of Sale:

(1) Services Included: Seller will complete all items listed on the attached Addendum.


(2) Warranty: Apparatus will have a one (1) year warranty beginning with date of pick up. Warranty will cover any single component repair due to catastrophic failure in which the cost exceeds \$3,000.00 (Three Thousand Dollars and no cents) unless repairs are due to operator error, equipment misuse, or substandard maintenance. Apparatus must be maintained to manufacturer's recommended standards or warranty is voided. Total warranty costs paid by Seller to Buyer in the one (1) year warranty period shall not exceed \$12,000.00 (Twelve Thousand dollars and no cents). Apparatus components are engine, transmission, pump, electrical system, axles, and body structure.

(3) Payment and Title: Buyer will submit a 25% down payment of the sales price at the execution of this sales agreement. Buyer will make payment in full to Seller prior to the release of Apparatus for pick up or delivery. Seller will provide title free of lien to Buyer following receipt of payment.

(4) FOB Seller, Freight Collect: Buyer assumes the responsibility of the Apparatus upon pick up by carrier or other designated representative. Seller is responsible for all freight charges.

(5) Jurisdiction: This contract shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Marshall County, Alabama.

This agreement is valid for execution by October 19, 2021.



Sales Representative
Brindlee Mountain Fire Apparatus

10/9/2021
Date

Authorized Representative
Town of Leicester, MA

Date



Addendum to October 19, 2021 Sales Agreement

Addendum for the contract between Brindlee Mountain Fire Apparatus (Seller) and Town of Leicester, MA (Buyer). This addendum names the specific items to be completed on the Apparatus (Stock #13730) by the Seller.

1. Apparatus will pass a new annual pump service test
2. Apparatus will receive a full service of all fluids and filters
3. Apparatus will be lettered to match existing fleet

INVITATION FOR BIDS
TOWN OF LEICESTER, MASSACHUSETTS
USED FIRE RESCUE PUMPER

The Town of Leicester, Massachusetts, acting by and through its Select Board, is soliciting sealed bids for the purchase a used Fire Rescue Pumper (the “Apparatus”). The specifications for the desired apparatus are included in the IFB, which is available by emailing the Assistant Town Administrator at forsbergk@leicesterma.org.

Sealed bids must be received by 1:00 P.M. on Wednesday, October 6, 2021 at the Office of the Town Administrator, Town of Leicester, 3 Washburn Square, Leicester, MA 01524 at which time all bids shall be opened publicly.

The Town of Leicester reserves the right to accept or reject any or all bids deemed not to be in the best interest of the Town.

INVITATION FOR BIDS
TOWN OF LEICESTER, MASSACHUSETTS
USED FIRE RESCUE PUMPER

The Town of Leicester, Massachusetts, acting by and through its Select Board, is soliciting sealed bids for the purchase a used Fire Rescue Pumper (the "Apparatus") to replace its 1986 Pumper. The specifications for the apparatus are included within this Invitation for Bids ("IFB"). In order for a used fire rescue pumper to be considered it must meet, as closely as possible, the required specifications listed in this IFB.

After review of the bids and determining which bid best meets the Fire Department's requirements as specified in this IFB, The Town will require that the apparatus be shipped to the Town with a guarantee from the bidder as to the vehicle's condition and specifications which will allow it to be returned for any reason upon inspection. It is the Town of Leicester's intention to inspect and **make an award of the contract within 30 days** from the opening of the bids.

DELIVERY OF BID

Sealed bids must be received by 1:00 P.M. on Wednesday, October 6, 2021 at the Office of the Town Administrator, Town of Leicester, 3 Washburn Square, Leicester, MA 01524 at which time all bids shall be opened publicly.

If, at the time of the scheduled opening, the Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or unforeseen building closure, the bid opening will be postponed until 1:00 PM on the next business day on which the Town Hall is opened for business. Bids will be accepted until that date and time; no late bids will be accepted.

Each proposal and all papers bound and attached thereto, together with the proposal guarantee, shall be placed in an envelope and securely sealed therein. The envelope shall be marked on its face with the bidder's name and address and the bid title "**TOWN OF LEICESTER IFB - USED FIRE RESCUE PUMPER**".

Bids must be received in the appropriate office as indicated above prior to the submission deadline. The Town shall not be responsible for the inadvertent opening of any bid not appropriately identified as required prior to the submission deadline. The bidder shall be solely responsible for the timely delivery of its bid. Bids shall be submitted on the Bid Form attached to this IFB as **Attachment A**. The Bid Form must be signed as follows: 1) if the bidder is an individual, by him/her personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate sealed affixed to a Certificate of Vote included with the bid.

TOWN RIGHTS

The Town reserves the right to cancel this IFB in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The Town by this IFB does not promise to accept any bid and specifically reserves the right to reject any or all bids, to waive any formal bids requirements, to investigate the qualifications and experience of any Bidder, to reject any provisions in any proposal, to modify IFB contents, to obtain new bids, or to negotiate the requested services and contract terms with any Bidder.

The Town hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

All questions and inquiries will be addressed to:

Office of the Town Administrator
Attn: Kristen Forsberg, Assistant Town Administrator
3 Washburn Square
Leicester, MA 01524
Phone (508) 892-7077
Email forsbergk@leicesterma.org

DETAILED BID SPECIFICATIONS

All Bidders shall furnish complete "**Bid Specifications**", **printed on their own stationery**, copies or reproduction of these "advertised specifications" can only be used as an attachment to the bid specifications, for comparison/ compliance purposes. All Bid Proposal Specifications must be in the same sequence as these Advertised Specifications for ease of comparison. Any bid not in this sequence will be disregarded and rejected.

BID WITHDRAWALS OR CORRECTIONS

A bidder may correct, modify, or withdraw a previously submitted bid by written notice received in the Office of the Town Administrator at the address indicated above prior to the time and date for the opening of bids. Bid modifications must be submitted in a sealed envelope clearly marked, with the bidder's name and address and the bid title "**TOWN OF LEICESTER IFB - USED FIRE RESCUE PUMPER – Modification No. __**".

Negligence on the part of the bidder in preparing its bid confers no right for the withdrawal of the bid after it has been opened. No bidder may withdraw its bid after the time set for the opening thereof.

AWARD OF CONTRACT

The contract will be awarded to the lowest responsible and responsive bidder as determined by the Town. The Town shall waive minor informalities or allow the bidder to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the Town shall correct the mistake to reflect the intended correct bid and so notify the bidder in writing, and the

bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident.

The Town may cancel this IFB or may reject in whole or in part any and all bids when the Town determines that cancellation or rejection serves the best interests of the Town. Prior to award, the Leicester Fire Department may elect to meet with the Bidder Representative purchasing officials to personally discuss all facets of these specifications to insure a complete and satisfactory understanding of the Town's specifications and the Bidder's proposal.

The contract will be awarded within thirty (30) days after the bid opening. The time for the award may be extended for up to forty-five (45) additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder. All bid prices submitted in response to this IFB must remain firm for thirty (30) days following bid opening, and for any extension of the time for award of the contract as provided above. The successful bidder shall execute the contract as provided in **Attachment B** hereto.

All bidders must complete and execute the Procurement Certifications as provided in **Attachment C** hereto.

DELIVERY

After an award is made the successful bidder shall deliver the Apparatus to the-Leicester Fire Department in Leicester, MA for inspection.

ADDITIONAL DOCUMENTS REQUESTED TO BE INCLUDED IN PROPOSAL

Pictures of the proposed apparatus

Copy of the Apparatus's maintenance history, an electronic copy is preferred.

Copy of the build sheet if available.

SPECIFICATIONS

It shall be the intent of these specifications to cover the furnishing of a complete fire apparatus equipped as hereinafter specified. These specifications cover only the general requirements of the apparatus. In general, any proprietary designation included in these specifications is an indication of the quality required by the Town and is not intended to limit competition in any way. Determination of the equality of supply shall be in the sole determination of the Town.

General Specifications

Fire Rescue Chassis

2008 or newer

Automatic Transmission

Engine Brake

3,000 engine hours or less

Odometer reading of 50,000 miles or less

Air-Conditioned

Minimum of a 6-person seating.

Wheelbase 224" or less

Diesel engine Detroit, Cummins or Caterpillar preferred– minimum of 450 HP
Engine hours: 3,000 or less

Pump – Tank

Waterous CSU 1500 GPM Side-Mount 1-Stage pump or equivalent
1000-gallon tank
Piped for deck gun
Foam cell with at least a 25-gallon minimum

Electrical

Generator - Minimum of 10KW

Overall Condition

The Apparatus should be in excellent used condition, with all mechanicals in fully working condition. The body of the Apparatus should also be in excellent though used condition. Minor wear or blemishes are acceptable, but vehicles with mechanical issues, or with rot, rust, missing paint or body damage will be rejected by the Town as non-responsive.

Powertrain warrantee of at least 180 days, serviceable by a local dealer.

EXCEPTIONS

All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the Town to be included in the bid, regardless of the cost to the bidder.

APPROPRIATION

The Town has an approved appropriation of \$300,000 for the purchase of the Apparatus. This should be considered the bid ceiling for the IFB. Bids received that are in excess of this amount will be rejected as being non-responsive.

PAYMENT

Payment will be made within thirty (30) days after delivery of the vehicle to the Town.

ATTACHMENT A

BID FORM

Delivery: Apparatus shall be delivered to Town of Leicester

Used Apparatus Bid Price (In words): _____

Dollars \$ _____

Body Manufacturer: _____

Model: _____

Chassis Manufacturer: _____

Local Dealership: _____

List any Specification Deviations or Exceptions:

Company Name _____

Address _____

Contact Person (Print) _____

Contact Person (Signature) _____

Telephone/Fax _____

Email Address _____

Date _____

**ATTACHMENT B
CONTRACT FORM**

TOWN OF LEICESTER

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2021 by and between the TOWN of LEICESTER, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 3 Washburn Square, Leicester, Massachusetts, hereinafter referred to as the "TOWN", and _____, [a _____ corporation] having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of a used Fire Rescue Pumper, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a bid to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Work consists of the delivery of a used Fire Rescue Pumper, as more fully described in the Contract Documents as defined above.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. **COMPENSATION.**
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$ _____.
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
 - C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of

the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.

D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
 - A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$3,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$3,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
------------------	----------------------------

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

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

11. TERMINATION.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. **INSPECTION AND REPORTS.** The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. **ROYALTIES AND PATENTS.** The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. **SUCCESSOR AND ASSIGNS.** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. **COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. **NOTICE.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. **SEVERABILITY.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations

and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation
is available in the amount of this
Contract.

TOWN OF LEICESTER
SELECT BOARD

Town Accountant

Approved as to Form:

CONTRACTOR:

Town Counsel

(Signature)

(Name and Title)

ATTACHMENT C
PROCUREMENT CERTIFICATIONS
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of person signing bid or
proposal)

(Name of Business)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for

_____, do hereby certify under the pains and penalties
(Name of Contractor)

of perjury that said contractor has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and
remitting child support.

CONTRACTOR

By: _____
(Signature of Authorized Representative)

Title: _____

Date: _____, 20____

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

(Name)

(Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this
(Officer)
corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
that _____ is the duly elected _____ of said
corporation, and that the above vote has not been amended or rescinded and remains in full force
and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:

Town of Leicester – Bid Opening
Used Ambulance – October 6, 2021 at 2:00pm

Company Name	Company Address	Bid Form Signed?	Bid Bond and Payment Bond?	Signed Certificate of Non-Collusion?	Acknowledgement of Addendums?	Total Bid
Ambulance Network	10-20 South Spring St Elizabeth, NJ 07201	X	n/a	X	n/a	\$60,000 Minus \$10,100 trade in

INVITATION FOR BIDS
TOWN OF LEICESTER, MASSACHUSETTS
USED TYPE I SUPERMEDIC GAS AMBULANCE

The Town of Leicester, Massachusetts, acting by and through its Select Board, is soliciting sealed bids for the purchase of a used EMS Ambulance (the “Ambulance”). The specifications for the desired Ambulance are included in the IFB, which is available by emailing the Assistant Town Administrator at forsbergk@leicesterma.org.

Sealed bids must be received by 2:00 P.M. on Wednesday, October 6, 2021 at the Office of the Town Administrator, Town of Leicester, 3 Washburn Square, Leicester, MA 01524 at which time all bids shall be opened publicly.

The Town of Leicester reserves the right to accept or reject any or all bids deemed not to be in the best interest of the Town.

INVITATION FOR BIDS
TOWN OF LEICESTER, MASSACHUSETTS
USED TYPE I SUPERMEDIC GAS AMBULANCE

The Town of Leicester, Massachusetts, acting by and through its Select Board, is soliciting sealed bids for the purchase a used Type I Supermedic gas ambulance (the "Ambulance") to replace its 2015 International Terrastar sfa 4x2 Ambulance. A trade allowance for this vehicle is to be included as part of this bid. The specifications for the desired Ambulance are included within this Invitation for Bids ("IFB"). In order for a used ambulance to be considered it must meet, as closely as possible, the required specifications listed in this IFB.

After review of the bids and determining which bid best meets the EMS Department's requirements as specified in this IFB, The Town will require that the Ambulance be shipped to the Town with a guarantee from the bidder as to the vehicle's condition and specifications which will allow it to be returned for any reason upon inspection. It is the Town of Leicester's intention to inspect and **make an award of the contract within 30 days** from the opening of the bids.

DELIVERY OF BID

Sealed bids must be received by 2:00 P.M. on Wednesday, October 6, 2021 at the Office of the Town Administrator, Town of Leicester, 3 Washburn Square, Leicester, MA 01524 at which time all bids shall be opened publicly.

If, at the time of the scheduled opening, the Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or unforeseen building closure, the bid opening will be postponed until 2:00 PM on the next business day on which the Town Hall is opened for business. Bids will be accepted until that date and time; no late bids will be accepted.

Each proposal and all papers bound and attached thereto, together with the proposal guarantee, shall be placed in an envelope and securely sealed therein. The envelope shall be marked on its face with the bidder's name and address and the bid title "**TOWN OF LEICESTER IFB - USED TYPE 1 SUPERMEDIC GAS AMBULANCE**".

Bids must be received in the appropriate office as indicated above prior to the submission deadline. The Town shall not be responsible for the inadvertent opening of any bid not appropriately identified as required prior to the submission deadline. The bidder shall be solely responsible for the timely delivery of its bid. Bids shall be submitted on the Bid Form attached to this IFB as **Attachment A**. The Bid Form must be signed as follows: 1) if the bidder is an individual, by him/her personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate sealed affixed to a Certificate of Vote included with the bid.

TOWN RIGHTS

The Town reserves the right to cancel this IFB in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The Town by this IFB does not promise to accept any bid and specifically reserves the right to reject any or all bids, to waive any formal bid requirements, to investigate the qualifications and experience of any Bidder, to reject any provisions in any proposal, to modify IFB contents, to obtain new bids, or to negotiate the requested services and contract terms with any Bidder.

The Town hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

All questions and inquiries will be addressed to:

Office of the Town Administrator
Attn: Kristen Forsberg, Assistant Town Administrator
3 Washburn Square
Leicester, MA 01524
Phone (508) 892-7077
Email forsbergk@leicesterma.org

DETAILED BID SPECIFICATIONS

All Bidders shall furnish complete "**Bid Specifications**", **printed on their own stationery**, copies or reproduction of these "advertised specifications" can only be used as an attachment to the bid specifications, for comparison/compliance purposes. All Bid Proposal Specifications must be in the same sequence as these Advertised Specifications for ease of comparison. Any bid not in this sequence will be disregarded and rejected.

BID WITHDRAWALS OR CORRECTIONS

A bidder may correct, modify, or withdraw a previously submitted bid by written notice received in the Office of the Town Administrator at the address indicated above prior to the time and date for the opening of bids. Bid modifications must be submitted in a sealed envelope clearly marked, with the bidder's name and address and the bid title "**TOWN OF LEICESTER IFB - USED TYPE 1 SUPERMEDIC GAS AMBULANCE – Modification No. __**".

Negligence on the part of the bidder in preparing its bid confers no right for the withdrawal of the bid after it has been opened. No bidder may withdraw its bid after the time set for the opening thereof.

AWARD OF CONTRACT

The contract will be awarded to the lowest responsible and responsive bidder as determined by the Town. The Town shall waive minor informalities or allow the bidder to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the Town shall correct the mistake to reflect the intended correct bid and so notify the bidder in writing, and the

bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident.

The Town may cancel this IFB or may reject in whole or in part any and all bids when the Town determines that cancellation or rejection serves the best interests of the Town. Prior to award, the Leicester EMS Department may elect to meet with the Bidder Representative purchasing officials to personally discuss all facets of these specifications to insure a complete and satisfactory understanding of the Town's specifications and the Bidder's proposal.

The contract will be awarded within thirty (30) days after the bid opening. The time for the award may be extended for up to forty-five (45) additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder. All bid prices submitted in response to this IFB must remain firm for thirty (30) days following bid opening, and for any extension of the time for award of the contract as provided above. The successful bidder shall execute the contract as provided in **Attachment B** hereto.

All bidders must complete and execute the Procurement Certifications as provided in **Attachment C** hereto.

DELIVERY

After an award is made the successful bidder shall deliver the Ambulance to the-Leicester EMS Department in Leicester, MA for inspection.

ADDITIONAL DOCUMENTS REQUESTED TO BE INCLUDED IN PROPOSAL

Pictures of the proposed Ambulance

Copy of the Ambulance's maintenance history, an electronic copy is preferred.

Copy of the build sheet if available.

SPECIFICATIONS

It shall be the intent of these specifications to cover the furnishing of a complete Ambulance equipped as hereinafter specified. These specifications cover only the general requirements of the Ambulance. In general, any proprietary designation included in these specifications is an indication of the quality required by the Town and is not intended to limit competition in any way. Determination of the equality of supply shall be in the sole determination of the Town.

Required General Specifications

Type I Supermedic Body

2012 or newer

Odometer reading of 60,000 miles or less

Gasoline engine

Automatic transmission

Air-Conditioned

Cab Access window

External AC condenser

Rear flip-up step bumper
Rear arrow directional
Large in/outside storage
Stand-up back board storage
Front bucket seats with 3-point seatbelts
CPR seat
Cardiac monitor storage
Locking drug compartment
Child safety seat
Technician seat
Easy load interior compartments
Oxygen outlets
Interior & exterior grab rails
Double fuel tank

Electrical

Battery charger
LED emergency & dome lighting
Multiple emergency grille lights
Intersection emergency lights
Multiple emergency grille lights
Intersection emergency lights
Inverter with multiple outlets

Other items

Ambulance must be able to pass inspection and receive an Ambulance Certificate of Inspection in accordance with MGL c.111C, Section 7, and 105 CMR 170.410

Overall Condition

The Ambulance should be in excellent used condition, with all mechanicals in fully working condition. The body of the Ambulance should also be in excellent though used condition. Minor wear or blemishes are acceptable, but vehicles with mechanical issues, or with rot, rust, missing paint, stress cracks, or body damage will be rejected by the Town as non-responsive.

Powertrain warranty of at least 180 days, serviceable by a local dealer.

SPECIFICATIONS (2015 International Ambulance)

2015 International Terrastar sfa 4x2 color white
Diesel v8 6.4 max force 7
Automatic transmission
M51-972
VIN 1HTJSSKK1FH704066
Box built by Wheeled Coach
62500 mileage
Chrome wheel covers
Running boards
External ac condenser

Heated powered mirrors
CPI sirens
Heavy duty shoreline
Rear flip up bumper
Rear arrow directional
Stand up backboard storage left front cabinet and rear right cabinet
Multiple emergency grille lights
3 oxygen outlets
Inverter with two three prong outlets and two twelve volt outlets
Front bucket seat with three point mount
Intersection emergency lights
Whelen siren
Led interior lights
Multiple IV holders
Captains seat with three point harness
Bench seat with lap belts
Technicians seat with lap belt
Multiple storage compartments with plastic see through governing s
Locking drug storage cabinet
Overhead grab rails
Rear door handles for step up
Side door with grab rails
Suction
Child safety seat

Other items

Vehicle has an extensive service record. Currently the engine has a small oil leak, the source of which has not been identified.

EXCEPTIONS

All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the Town to be included in the bid, regardless of the cost to the bidder.

APPROPRIATION

The Town has an approved appropriation of \$50,000 for the purchase of the Ambulance. This should be considered the bid ceiling for the IFB. Bids received that are in excess of this amount will be rejected as non-responsive.

PAYMENT

Payment will be made within thirty (30) days after delivery of the vehicle to the Town.

ATTACHMENT A

BID FORM

Delivery: Ambulance shall be delivered to Town of Leicester

Used Ambulance Bid Price (In words): _____

Used Ambulance Bid Price (In Dollars) \$ _____

Body Manufacturer: _____

Model: _____

Chassis Manufacturer: _____

Local Dealership: _____

List any Specification Deviations or Exceptions:

Trade-in Value: 2015 International Ambulance

Trade-in Price (In words): _____

Trade-in Price (In Dollars) \$ _____

Net Bid Price (In words): _____

Net Bid Price (In dollars) \$ _____

Company Name _____

Address

Contact Person (Print) _____

Contact Person (Signature) _____

Telephone/Fax _____

Email Address _____

Date _____

**ATTACHMENT B
CONTRACT FORM**

TOWN OF LEICESTER

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2021 by and between the TOWN of LEICESTER, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 3 Washburn Square, Leicester, Massachusetts, hereinafter referred to as the "TOWN", and _____, [a _____ corporation] having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of a used EMS Type I Supermedic Ambulance, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a bid to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Work consists of the delivery of a used EMS Ambulance, as more fully described in the Contract Documents as defined above.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. **COMPENSATION.**
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$ _____.
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
 - C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of

the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.

D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
 - A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$3,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$3,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
------------------	----------------------------

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

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

11. TERMINATION.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. **INSPECTION AND REPORTS.** The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. **ROYALTIES AND PATENTS.** The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. **SUCCESSOR AND ASSIGNS.** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. **COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. **NOTICE.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. **SEVERABILITY.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations

and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation
is available in the amount of this
Contract.

TOWN OF LEICESTER
SELECT BOARD

Town Accountant

Approved as to Form:

CONTRACTOR:

Town Counsel

(Signature)

(Name and Title)

ATTACHMENT C
PROCUREMENT CERTIFICATIONS
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of person signing bid or
proposal)

(Name of Business)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for

_____, do hereby certify under the pains and penalties
(Name of Contractor)

of perjury that said contractor has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and
remitting child support.

CONTRACTOR

By: _____
(Signature of Authorized Representative)

Title: _____

Date: _____, 20____

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

(Name)

(Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this
(Officer)
corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
that _____ is the duly elected _____ of said
corporation, and that the above vote has not been amended or rescinded and remains in full force
and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:



REMOVAL

Worcester Spinning & Finishing Site

Leicester, Worcester County, MA

U.S. EPA | HAZARDOUS WASTE PROGRAM AT EPA NEW ENGLAND

THE EMERGENCY RESPONSE AND REMOVAL PROGRAM

responds to chemical, biological and radiological releases and large-scale national emergencies, including homeland security incidents. EPA conducts short term cleanups in the removal program when necessary to protect human health and the environment by either funding response actions directly or overseeing and enforcing actions conducted by potentially responsible parties.



INTRODUCTION

The Worcester Spinning & Finishing Site (site) is located at 81 Chapel St, in Leicester, Massachusetts. Historically, the site was used as a textile mill complex, dating back to circa 1847, and was in operation until 1991. The last of several companies to operate the mill was the Worcester Spinning and Finishing Company, which owned the site until 1995. In 2021, EPA's site investigation documented the presence of hazardous substances that pose a threat to human health and the environment. The hazardous substances include lead, semivolatile organic compounds (SVOCs), polycyclic aromatic hydrocarbons (PAHs) and asbestos.

PREVIOUS ACTIONS

In 1994, a fire destroyed portions of the mill complex. Due to fire damage and lack of repair and maintenance, the buildings are exposed to the elements, are structurally unsound and continue to degrade.

In June 2021, EPA received a request for assistance from MassDEP to evaluate concerns related to asbestos-containing material within the former mill building complex. MassDEP also requested additional environmental assessment for possible soil and groundwater impacts from the leaky sixty-six 55-gallon drums and forty 85-gallon drums that MassDEP had removed from the building in February 2000.

EPA conducted an environmental investigation in July 2021 and found lead, SVOCs, PAHs and asbestos at levels high enough to warrant a cleanup action.

KEY CONTACTS:

ALLEN JARRELL

U.S. EPA On Scene
Coordinator
617-918-1314
jarrell.allen@epa.gov

CHARLOTTE GRAY

U.S. EPA Community
Involvement Coordinator
617-918-1243
gray.charlotte@epa.gov

TOLL-FREE CUSTOMER SERVICE

1-888-EPA-7341

LEARN MORE AT:

response.epa.gov

continued >



NEXT STEPS

To address the hazardous substances, EPA will start the cleanup actions in mid-October 2021. Activities will include:

- Clearing brush from the area;
- Demolishing the mill building, including interior standing portions of the building, if needed;
- Performing air monitoring, as needed;
- Staging and eventually disposing of contaminated soil, asbestos, fire demolition debris and building debris contaminated with asbestos at EPA-approved disposal facilities;
- Decontaminating onsite larger debris and segregating hazardous waste-free debris;
- Sampling soil to confirm cleanup goals have been met; and
- Repairing response-related damage, as determined appropriate.

WHAT TO EXPECT

Starting in mid-October 2021, as cleanup work begins, residents should expect to see personnel and heavy equipment working on or around the site. Normal working hours will be between 7:00 a.m. and 5:30 p.m., Monday to Friday. Contractors will be dressed in Personal Protection Equipment because of their direct contact with the contaminated materials. It is expected to take approximately one year to complete. Chapel Street will be closed during building demolition. EPA will coordinate closely with the Town to minimize any local disruption. For any questions, please contact EPA.



Town of Leicester, Massachusetts

Special Town Meeting Warrant

Fall Town Meeting – October 26, 2021 – 7:00PM

“In the Hands of the Voters”

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

Published 10/06/2021 Version 5 - Final

SPECIAL MESSAGE FROM THE MODERATOR COVID-19 PRECAUTIONS

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

1. Per Leicester Town By-Laws, Town Meeting is open only to registered voters. No one who is not a registered voter in the Town of Leicester will be admitted to the meeting. The exceptions are non-resident department heads, the press, and those employed as legal representatives of persons with business on the warrant.
2. Pursuant to the Governor's COVID Order No. 31 and Department of Public Health Guidance all persons attending Town Meeting are strongly advised to cover their noses and mouths with a mask or cloth face covering unless exempted by Department of Public Health Guidance.
3. There will be an ample supply of hand sanitizer available at the meeting. Please use as needed.
4. Please arrive early. Check in will be slowed by the requirements of social distancing and to allow checkers working under challenging circumstances to process voters as efficiently as possible.

Town Rules & Procedures Review

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

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

Town Meetings in Leicester are open only to registered voters.

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

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

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

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

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

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

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

Respectfully,

Donald A. Cherry, Jr. – Town Moderator

Table of Contents

ARTICLE 1	PRIOR YEAR BILLS	5
ARTICLE 2	ADJUSTMENT OF THE SALARY OF THE TOWN CLERK	5
ARTICLE 3	ADJUST FY 2022 OPERATING BUDGET	6
ARTICLE 4	POLICE CRUISER	7
ARTICLE 5	POLICE TRAINING FUNDING	8
ARTICLE 6	HIGHWAY REPAIRS AND REIMBURSEMENTS	9
ARTICLE 7	FUNDING IMPROVEMENTS AT TOWN PARKS.....	9
ARTICLE 8	INSTALLATION OF SECURITY CAMERAS	10
ARTICLE 9	FY 2022 CAPITAL IMPROVEMENT PLAN	10
ARTICLE 10	STORMWATER MANAGEMENT	11
ARTICLE 11	CREATE A RECREATIONAL MARIJUANA HOST COMMUNITY AGREEMENT STABILIZATION FUND AND APPROPRIATE FUNDING TO SAID FUND ...	11
ARTICLE 12	REVOKE ACCEPTANCE OF MASSACHUSETTS GENERAL LAWS CHAPTER 53, SECTION 18B (INFORMATION RELATING TO QUESTIONS ON TOWN BALLOT; CONTENTS; WRITTEN ARGUMENTS BY PROPONANTS AND OPPONENTS .	12
ARTICLE 13	FUNDING THE CABLE PEG ACCESS BUDGET	13
ARTICLE 14	AMEND THE REVOLVING FUND BYLAW	13
ARTICLE 15	ACQUISITION OF PERMANENT DRAIN EASEMENT REQUIRED FOR LEICESTER FIRE & EMS HEADQUARTERS STORMWATER IMPROVEMENTS.....	15
ARTICLE 16	AMEND THE ZONING BYLAWS.....	15
ARTICLE 17	AMENDMENT TO THE ZONING MAP	17

On September 14, 2021, the Division of Local Services certified the Town of Leicester's FY 2021 Free Cash in the amount of \$2,205,279 for the General Fund, and \$366,562 in Retained Earnings for the LCAC Cable PEG Access enterprise fund.

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 twenty-sixth day of October 2021 at 7:00 PM, then and there to act on the following articles, namely:

ARTICLE 1 PRIOR YEAR BILLS

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

PROPOSED MOTION

I move the Town vote to transfer \$2,426.00 from Free Cash to pay the prior year bills as listed in the Fall 2021 Town Meeting warrant.

Department	Vendor	Amount
Town Hall	Kleeberg Mechanical Services, LLC	\$2,426.00
Total		\$2,426.00

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (6-0-0)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

This article is required for the payment of bills prior to July 1, 2021 that were not submitted by the close of the fiscal year. There is one bill for this town meeting, which was for boiler work done at Town Hall on May 25, 2020. There was a delay in processing it while the bill was under review.

VOTE REQUIRED FOR PASSAGE Requires a 9/10th's vote pursuant to MGL Chapter 44, §64

ARTICLE 2 ADJUSTMENT OF THE SALARY OF THE TOWN CLERK

To adjust the FY 2022 salary of the Town Clerk retroactive to July 1, 2021 or take any action thereon.

PROPOSED MOTION

I move the Town vote to set the rate of compensation to the Town Clerk to the equivalent of the midpoint between Steps 4 and 5 of Level 4 of the Town's FY 2022 Classification and Compensation plan for Fiscal Year 2022, or \$79,477.11, retroactive to July 1, 2021.

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (5-0-1)

SELECTBOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

Passage of this article, requested by the Town Clerk, would increase her annual salary from the \$68,134 voted at the 2021 May Annual Town Meeting to \$79,477.11, retroactive to July 1, 2021. This adjustment places her salary range at the midpoint of Steps 4 and 5 of the Town's Classification and Compensation plan, which is appropriate given her knowledge and tenure in the position. The actual appropriation of funds takes place in Article 3.

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

ARTICLE 3 ADJUST FY 2022 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, 2021, as voted at the May 11, 2021 Annual Town Meeting Warrant or take any action thereon.

PROPOSED MOTION

A.) I move that the Town raise and appropriate \$205,185 to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2021, as listed in the May 11, 2021 Annual Town Meeting Warrant and as amended below:

Sources	Reason	Amount
Raise and Appropriate	Increased overall receipts/reduced assessments	\$205,185
Total		\$205,185

Department	Reason	Amount
Legal (01-111-5200-005)	Legal expenses associated with Becker, among other matters	\$21,798
Assessors Dept Wages (01-141-5100-001)	Reclassification of Department Assistant to Assistant Assessor	\$7,544
IT Small Equipment (01-155-5400-005)	Purchase of ESO Software, plus set up fees and refurbished laptops for Ambulance Department. Funded from general fund taxation.	\$10,000
Town Clerk Salaries (01-161-5101-000)	Requested salary increase	\$11,343
Fire Salaries (01-220-5101-000)	Movement of Fire Chief from part time stipend position to full time position	\$57,500
Ambulance Wages (01-231-5100-000)	Hourly rate adjustments required to hire and retain staff; Funded from Ambulance receipts reserved	\$82,000
Ambulance Wages (01-231-5100-000)	Funding for staff training. Funded from general fund taxation.	\$13,000
Short Term Debt Interest (01-752-5900-000)	Difference between state share of feasibility study and amount not borrowed	\$2,000
Total		\$205,185

DESCRIPTION

This article adjusts the FY22 budget. The revenues which make up the annual budget come from five categories: taxation, state aid, local receipts, free cash, and other available funds. These revenues are not finalized until July or August of each year. However, the budget is assembled in February using conservative forecasted revenue assumptions. When final estimated revenue numbers come in, funds are either apportioned to or removed from departments at the following Fall Town Meeting.

The revenue changes in this article come from the following sources:

Revenue	ATM Projected	STM Final	Change
Property Tax	\$17,532,163	\$17,526,615	-\$5,548
State Aid	\$12,303,558	\$12,239,775	-\$63,783
Local Receipts	\$2,501,000	\$2,501,000	0
Free Cash	\$150,000	\$150,000	0
Other Available Funds	\$436,491	\$518,491	\$82,000
Assessments/Offset Receipts	-\$1,280,236	-\$1,087,720	\$192,516
Total	\$31,642,977	\$31,848,162	\$205,185

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (6-0-0)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

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

PROPOSED MOTION

B.) I move that the Town transfer \$29,000 between the following departments as amended below:

Transfer from:	Transfer to:	Amount
01-192-5400-003 Town-Owned Buildings	01-197-5200-0003 Town Hall Building Maintenance	\$20,000
01-199-5200-004 Other General Government	01-155-5200-003 IT	\$9,000
Total		\$29,000

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (6-0-0)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

This second portion of this article seeks to transfer surplus funds identified in the Other Town Buildings account to the Town Hall Building Maintenance Account. The other transfer, from Other General Government to IT, is requested to pay for required firewall protection services for all town computers.

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

ARTICLE 4 POLICE CRUISER

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 one (1) police vehicle or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$59,700 from Free Cash to purchase and equip one (1) police vehicle and prepare the vehicle being replaced for use by Fire/EMS.

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (5-1-0)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

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. This is an early replacement, which will allow the vehicle that is being replaced to be moved over as a Fire/EMS general service vehicle. Cost breakout of the article is

Use	Amount
New police cruiser	\$55,315
Repurpose and repaint of cruiser to Fire/EMS including light changeover and paint	\$4,385
Total	\$59,700

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

ARTICLE 5 POLICE TRAINING FUNDING

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money for the costs associated with training three new police officers.

PROPOSED MOTION

I move the Town vote to transfer \$18,150 from Free Cash to pay for one-time costs associated with hiring three new police officers.

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (6-0-0)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

The Police Department anticipates hiring three new police officers in FY 2022, and needs funding for one-time training costs, as listed below:

FY22 COSTS ASSOCIATED WITH (3) NEW HIRE POLICE OFFICERS	
(3) new hires for the (2) open and (1) anticipated opening based on retirement notice for FY22:	
FY22 budget currently has funding for salaries for (2) open patrolman positions and this should cover (3) open patrolman positions while in academy since they will not be a full FY hire.	
Academy tuition x 3	\$9,000
Academy supplies (required supplies & equipment, academy uniforms, training ammunition, etc.) x 3	\$7,500
Physical Abilities Test (\$150 x 3)	\$450
Psychological Test (\$400 x 3)	\$1,200
Total	\$18,150

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

ARTICLE 6 HIGHWAY REPAIRS AND REIMBURSEMENTS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money for replacement and repairs of Highway Department equipment.

PROPOSED MOTION

I move the Town vote to transfer \$49,745 from Free Cash for repairs and reimbursements for Highway Department expenses.

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (6-0-0)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

The Highway Department has requested funding to rebuild the engine and front end of Truck #4, an International six-wheel dump body that is a front-line vehicle for winter maintenance and summer operations. The Department is also seeking reimbursement for expenses associated with repurposing the former police detective car for inspectional services, installing a new fire hydrant on the Town Common, and storm damage repairs. The Town is awaiting approval from MEMA for storm-related costs on Paxton, Rawson, and Marshall Streets associated with weather events on 8/21 and 8/22. Costs are outlined below.

Purpose	Amount
Rebuilding engine and front end of Truck #4	\$ 25,000
Reimbursement for inspectional services vehicle expenses	\$ 2,750
Reimbursement for new fire hydrant on the Town Common	\$ 9,595
Storm Damage	\$ 12,400
Total	\$ 49,745

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

ARTICLE 7 FUNDING IMPROVEMENTS AT TOWN PARKS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund improvements at town parks or take any action thereon.

PROPOSED MOTION

I move the Town raise and appropriate \$35,388 from Free Cash to fund improvements at Towtaid Park, the application of said funding to be prioritized by the Leicester Highway Department.

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (6-0-0)

SELECTBOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

The Town secured a Shared Winter Streets grant for accessibility, sidewalks, and curb improvements at Towtaid Park, in the amount of \$134,601. The low bid came in at \$169,989 following three rounds of bid solicitation in which the Town received no bids in the first two rounds. The Town needs an additional \$35,388 to fund the project which will still result in the project being primarily grant funded.

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

ARTICLE 8 INSTALLATION OF SECURITY CAMERAS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to purchase and install security cameras at various town locations

PROPOSED MOTION

I move the Town vote to transfer \$70,000 from Free Cash to purchase and install security cameras at Town Parks, the Highway Department, and the former Memorial School.

ADVISORY COMMITTEE RECOMMENDATION

Unfavorable Action (6-0-0)

SELECT BOARD RECOMMENDATION

Unfavorable Action (3-2-0)

DESCRIPTION

The Town is seeking to purchase and install cameras at Town parks and other locations to safeguard those properties and identify individuals who vandalize these assets.

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

ARTICLE 9 FY 2022 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, 2021 or take any action thereon.

PROPOSED MOTIONS

A.) I move the Town vote to transfer \$55,000 from Ambulance Receipts Reserved for Appropriation to fund the purchase of a pre-owned ambulance as set forth below:

DEPARTMENT	ITEM	AMOUNT
EMS	Pre-owned 2013 Chevrolet Ambulance	\$55,000
	Total	\$55,000

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (6-0-0)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

This requested transfer seeks funding from Ambulance Receipts Reserved for Appropriation to purchase a pre-owned 2013 Chevrolet Ambulance with low milage. This ambulance will allow the Town to replace A-1, a 2015 International that has regular mechanical issues and is frequently out of service. The 2013 Chevrolet has a different motor known to be far more reliable.

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

B.) I move the Town vote to transfer \$30,000 from Free Cash to fund the purchase of a pre-owned ambulance as set forth below:

DEPARTMENT	ITEM	AMOUNT
EMS	Pre-owned 2013 International Ambulance	\$30,000
	Total	\$30,000

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (6-0-0)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

This requested transfer seeks funding from free cash to purchase a pre-owned 2013 International Ambulance. The Town is seeking to use free cash for this purchase to avoid fully depleting the Ambulance Receipts Reserved for Appropriation account which is used to fund EMS operations. This pre-owned ambulance has higher mileage than the one listed in the first funding request but is a local vehicle with a good service history and a different drivetrain than the 2015 International the department currently has. It would be used to replace A-3, a 2006 Ford with numerous body and mechanical issues that has been permanently out of service since June due to cost prohibitive repairs.

In summary, the purchase of these two pre-owned ambulances will allow the Town to surplus A-1, a 2015 International that has a troubled repair record, and A-3, a 2006 Ford which has numerous body and mechanical issues. The Town also has a new ambulance on order which will replace A-2, a 2005 Chevy which is the oldest vehicle in the fleet. The delivery of the new ambulance has been delayed due to COVID related shortages. In the end, the Town will have replaced its entire fleet of ambulances in order to address reliability and durability issues that have frequently left the department without adequate coverage during emergencies.

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

ARTICLE 10 STORMWATER MANAGEMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund stormwater management operations throughout the Town, said funds to be expended by the Highway Department, or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$15,000 from Free Cash for stormwater management operations throughout the Town, said funds to be expended by the Highway Department.

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (6-0-0)

SELECTBOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

This article funds stormwater management operations for the Town, including professional services and reporting requirements for the Town's MS-4 permit.

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

ARTICLE 11 CREATE A RECREATIONAL MARIJUANA HOST COMMUNITY AGREEMENT STABILIZATION FUND AND APPROPRIATE FUNDING TO SAID FUND

To see if the Town will vote to create a Recreational Marijuana Host Community Agreement Stabilization Fund, pursuant to G.L. c. 40, §5B, said fund to receive receipts collected via recreational marijuana host community agreement fees; and further, to raise and appropriate or transfer from available funds a sum of money to the said Host Community Stabilization fund, or take any action thereon.

PROPOSED MOTION

I move that the Town vote to create a Recreational Marijuana Host Community Agreement Stabilization Fund, pursuant to G.L. c. 40, §5B, said fund to receive receipts collected via recreational marijuana host community agreement fees; and further, to transfer from free cash the sum of \$500,000 to the Host Community Stabilization fund.

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (5-1-0)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

According to guidance issued by the Cannabis Control Commission (CCC), Host Community Agreements for recreational marijuana are to be used to offset costs associated with local impacts resulting from recreational marijuana businesses within the Town. There continue to be discussions at the state level as to whether that requirement is just or enforceable. Creating a stabilization fund for these receipts until their lawful use can be determined would ensure the Town does not have to raise funds at a future Town Meeting should these funds be used and end up having to be returned.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote pursuant to G.L. c. 40, §5B.

ARTICLE 12 REVOKE ACCEPTANCE OF MASSACHUSETTS GENERAL LAWS CHAPTER 53, SECTION 18B (INFORMATION RELATING TO QUESTIONS ON TOWN BALLOT; CONTENTS; WRITTEN ARGUMENTS BY PROPONANTS AND OPPONENTS)

To see if the Town will vote to revoke acceptance of MGL Chapter 53, Section 18B, which requires information on town ballot questions to be addressed via written arguments from question proponents and opponents, be vetted by Town Counsel, and made available to the voters of the Town.

PROPOSED MOTION

Move that the article be accepted as written.

ADVISORY COMMITTEE RECOMMENDATION:

Favorable Action (6-0-0)

SELECTBOARD RECOMMENDATION:

Favorable Action (5-0-0)

DESCRIPTION

The Town adopted this measure in 2018 to have the option to mail a summary of ballot issues along with a pro and con argument to residents. However, Bond Counsel has recently determined that this is a mandatory provision which requires the Town provide this information for each and every ballot question. The high cost to taxpayers to prepare and mail these summaries takes funding and staffing away from other needed services. The Town uses other methods including public meetings, its website, social media, public information calls and local cable channels to provide information to the voters. This article asks Town Meeting to revoke acceptance of this provision of Mass General Law for the reasons listed above.

VOTE REQUIRED FOR PASSAGE: Requires a simple majority per M.G.L. c. 53, § 18

ARTICLE 13 FUNDING THE CABLE PEG ACCESS BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the cable access budget under the direction of the Leicester Cable Access Corporation (LCAC) or take any action thereon.

PROPOSED MOTION

I move that the Town vote to appropriate from cable access retained earnings the sum of \$366,562 to fund the FY 2022 Cable Access budget, under the direction of the Leicester Cable Access Corporation (LCAC).

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (6-0-0)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

The Town serves as a pass-through for franchise fees collected from cable subscribers which support our local cable PEG access service (LCAC). This amount represents the amount of retained earnings in the Cable PEG access account that was certified as excess by the Department of Revenue at the close of Fiscal Year 2021.

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

ARTICLE 14 AMEND THE REVOLVING FUND BYLAW

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

PROPOSED MOTION

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

- 1.) To amend the language of the Town Hall revolving fund as listed in the grid in below to allow for the collection of receipts and payment of expenses associated with the Town Bandstand

A Revolving Fund	B Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable from Fund	E Restrictions or Conditions on Expenses Payable from Fund	F Other Requirements/ Reports	G Fiscal Years
Town Hall/Bandstand	Town Administrator	Fees charged and received by the Town for renting out the Town Hall and the Bandstand	Expenses associated with maintenance costs at the Town Hall/Bandstand	None	None	Fiscal Year 2018 and subsequent years

2.) To create a Former Becker Property Revolving Fund, with the annual fund retention limit set at \$500,000:

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

3.) To create an EV Charging Station Fund, with the annual fund retention limit set at \$10,000:

A Revolving Fund	B Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	C Fees, Charges or Other Receipts Credited to Fund	D Program or Activity Expenses Payable from Fund	E Restrictions or Conditions on Expenses Payable from Fund	F Other Requirements/ Reports	G Fiscal Years
EV Charging Fund	Town Administrator	All fees collected by Electric Vehicle charging stations, as well as any associated fees, local aid distributions, charges or rebates.	Maintenance, warranty, and electricity expenses associated with the charging stations.	None	None	Fiscal Year 2022 and subsequent years

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (6-0-0)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

This article requests amendments to the revolving fund bylaw for the following purposes:

- 1.) To allow the fees received from rental of the Bandstand to go into the Town Hall revolving account and allow repairs and maintenance to the Bandstand to be paid from that account.
- 2.) To establish a Former Becker Property Use fund to allow all fees collected from all uses and events at the former Becker campus to be placed in a new revolving fund. These funds will be used exclusively for maintenance of that property.
- 3.) To establish an EV Charging revolving fund that will allow fees taken in by EV charging stations that are being installed to be used to maintain the stations and paying for the electricity and costs associated with the ChargePoint system that runs the station.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 15 ACQUISITION OF PERMANENT DRAIN EASEMENT REQUIRED FOR LEICESTER FIRE & EMS HEADQUARTERS STORMWATER IMPROVEMENTS

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift, or otherwise, the following permanent drain easements:

1. over, under, across and upon a portion of that land located at **5 Gleason Way, Leicester**, Massachusetts, shown as "PROPOSED 15' WIDE DRAIN EASEMENT AREA = 2,007 SQUARE FEET (0.046 ACRES)" on a plan titled "Easement Plan of Land in Leicester Massachusetts" dated March 9, 2021, prepared by VHB, Inc. in consideration of Three Thousand One Hundred Fifty-Nine and 00/100 Dollar (\$3,159.00);
2. over, under, across and upon a portion of that land located at **22 Warren Avenue, Leicester**, Massachusetts, shown as "PROPOSED 15' WIDE DRAIN EASEMENT AREA = 2,457 SQUARE FEET (0.056 ACRES)" on a plan titled "Easement Plan of Land in Leicester Massachusetts" dated March 9, 2021, prepared by VHB, Inc., in consideration of Four Thousand Two Hundred Sixty-Four and 00/100 Dollar (\$4,264.00); and
3. over, under, across and upon a portion of that land located at **14 Harberton Drive, Leicester, Massachusetts**, shown as "PROPOSED DRAIN EASEMENT AREA = 17,126 SQUARE FEET (0.393 ACRES)" on a plan titled "Easement Plan of Land in Leicester Massachusetts" dated May 5, 2021, prepared by VHB, Inc.,

or take any action thereon.

PROPOSED MOTION

I move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (6-0-0)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

There are three easements required to provide a path for stormwater runoff from the Fire Station property at 3 Paxton Street. Passage of these articles will allow this project to move forward.

VOTE REQUIRED FOR PASSAGE Requires a 2/3rds majority

ARTICLE 16 AMEND THE ZONING BYLAWS

To see if the Town will vote to amend Section 1.3 (Definitions) and Section 3.2.03 of the Zoning Bylaws, as listed in the Town Meeting warrant,

**Zoning Bylaw Amendments:
Marijuana Establishments
7/29/2021**

A. Amend Section 1.3 (Definitions), by inserting new definitions and amending existing definitions, as follows:

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

MARIJUANA DELIVERY LICENSEE: an entity that is authorized to deliver marijuana and marijuana products directly to consumers and as permitted, Marijuana Couriers to patients and caregivers

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

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

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

MARIJUANA RETAILER, CONSUMER SALES ONLY: a marijuana establishment that involves on-site retail sales to consumers and may also involve delivery to consumers by Marijuana Courier, excluding Marijuana Social Consumption Operators.

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

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

Or take any action relative thereto

PROPOSED MOTION

I move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (5-0-0)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

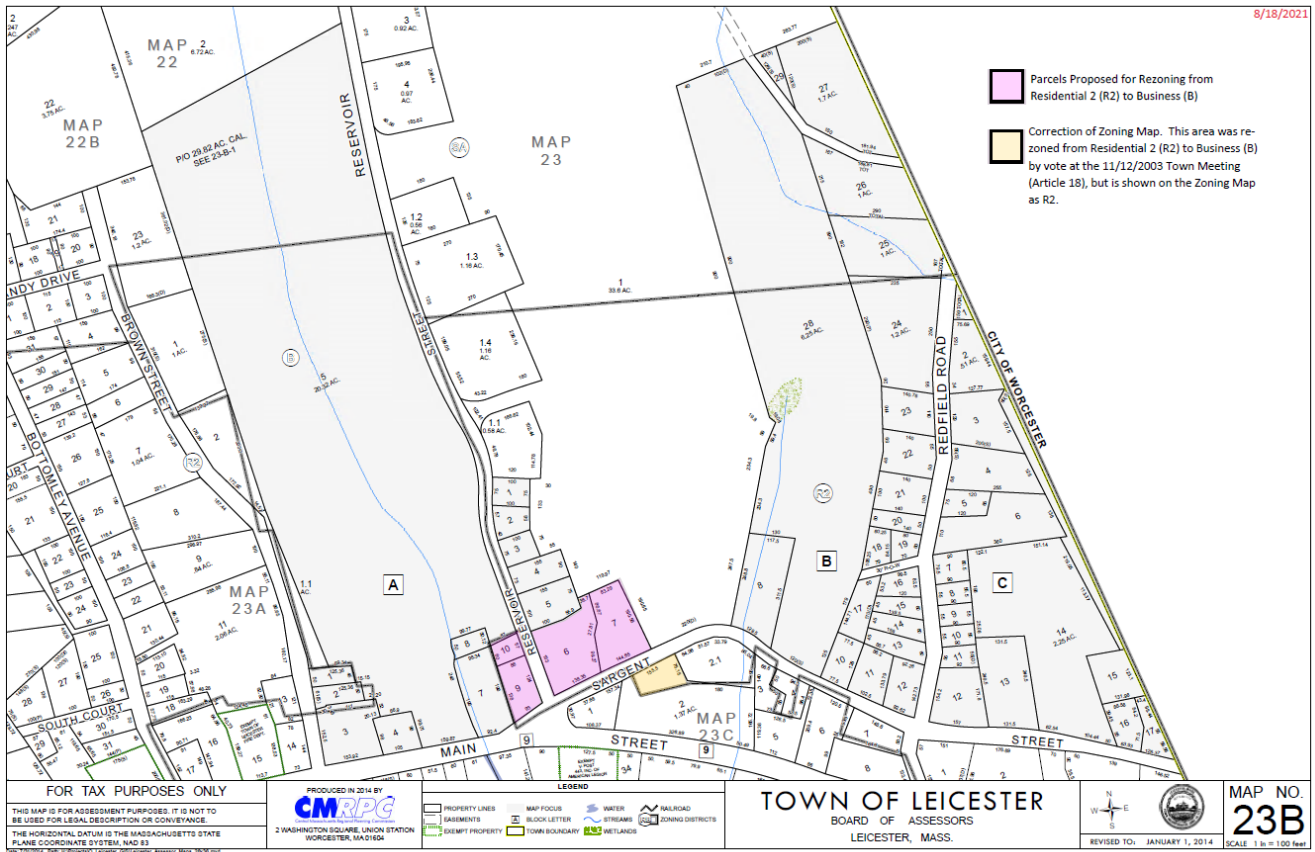
DESCRIPTION

This article establishes a Marijuana delivery use within the Town and establishes specific zones for which it would be allowed on the table of uses.

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

ARTICLE 17 AMENDMENT TO THE ZONING MAP

To see if the Town will vote to amend the Zoning Map to rezone the following parcels from Residential 2 (R2) to Business (B): 4, 18 & 18A Sargent Street, and 1 Reservoir Street (Assessors Map 23B, Parcels A9, A10, B6, & B7); and to correct an error on the Zoning Map to reflect a change from R2 to B approved 11/12/2003, Article 18 (affecting 146 Main Street/Map 23B, Parcel J2) so that the entire parcel is in the B district as intended or take any action relative thereto.



PROPOSED MOTION

I move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

Favorable Action (5-0-0)

SELECT BOARD RECOMMENDATION

Favorable Action (5-0-0)

DESCRIPTION

This article requests a change to the zoning map to correct an error from 11/12/2003 Town Meeting.

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

TOWN OF LEICESTER
FALL TOWN MEETING
October 26, 2021

And you are hereby directed to serve this Annual Town Meeting Warrant by posting an attested copy in at least one public place in each precinct of the Town, on the Town Clerk's bulletin board, and on the bulletin board in the front entry of the Town Hall, and also by serving a copy of said Warrant to the Moderator and the Town Clerk, not less than fourteen (14) days before the 26th day of October 2021.

Given under our hand and seal of the Town on this 7th day of October 2021

Respectfully submitted, Leicester Select Board

[Signature]
Chair

[Signature]

[Signature]

[Signature]

[Signature]

Date: October 7, 2021

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

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

and on the Town Clerk's bulletin board, in the front entry of the Town Hall, with the Moderator, and with the Town Clerk, not less than fourteen (14) days before the 26th day of October, 2021

Kenneth M Antanavicius
Printed Name of Constable

[Signature]
Signature of Constable

**SELECT BOARD MEETING MINUTES
OCTOBER 4, 2021 AT 6:00PM
TOWN HALL, SELECT BOARD CONFERENCE ROOM**

CALL TO ORDER/OPENING

Chair Antanavica called the meeting to order at 6:03pm. Chair Rick Antanavica, Vice-Chair John Shocik, Second Vice-Chair Herb Duggan Jr., Selectman Dianna Provencher, Town Administrator David Genereux and Assistant Town Administrator Kristen Forsberg were in attendance. Selectman Allen Phillips participated remotely.

1. SCHEDULED ITEMS

- a. **6:00pm – Executive Session MGL Chapter 30A, Section 21(a), Exception #2 - Conduct strategy sessions in preparation for negotiations with nonunion personnel (DIS Director/Town Planner, Fire Chief)**

Motion 100421-1a: A motion was made Mr. Shocik and seconded by Ms. Provencher to enter into executive session at 6:04pm under MGL Chapter 30A, Section 21(a), Exception #2, to conduct strategy sessions in preparation for negotiations with nonunion personnel (DIS Director/Town Planner, Fire Chief) and to resume in open session at the conclusion of executive session. The Chair declared that to discuss these matters in open sessions would compromise the position of the Town. Roll call: 5:0:0.

- b. **6:30pm – Prestige Auto License Violation Hearing**

Ms. Forsberg explained that a Prestige Auto vehicle license violation hearing was originally held back in February, then continued to July. To date, the issues have not been addressed including fire lane access and appropriate spacing between cars. The Fire Chief concurred. Mr. Bahnan noted he has been clearing out land in the back, cutting trees and putting in fill to make more room for vehicles, but was stopped by the Conservation Commission. Mr. Bahnan has a hearing on October 13th. He stated he has moved many vehicles, the tires have been removed and there are now spill containers on hand. The Board requested Mr. Bahnan return before the board in two weeks to provide an update.

- c. **6:45pm – Vote to Re-Open Fall Special Town Meeting Warrant; Set Location for Fall Special Town Meeting; Review/Vote on Fall Special Town Meeting Warrant Articles.**

Motion 100421-1c-OW: A motion was made by Ms. Provencher and seconded by Mr. Shocik to open the Town Meeting warrant. Roll call: 5:0:0

Motion 100421-1c-SL: A motion was made by Ms. Provencher and seconded by Mr. Duggan to set the local for Fall Special Town Meeting as the Town Hall Gym, 3 Washburn Square. Roll call: 5:0:0

Motion 100421-1c-A1: A motion was made by Ms. Provencher and seconded by Mr. Duggan to approve Article 1 (Prior Year Bills - \$2,426). Roll call: 5:0:0.

Motion 100421-1c-A2: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve Article 2 (Adjust Town Clerk Salary to \$79,477.11). Roll call: 5:0:0

Motion 100421-1c-A3a: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve Article 3a (Adjust FY22 Operating Budget – Raise and Appropriate \$205,185). Roll call: 5:0:0

Motion 100421-1c-A3b: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve Article 3b (Adjust FY22 Operating Budget – Transfer \$29,000). Roll call: 5:0:0

Motion 100421-1c-A4: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve Article 4 (Replacement Police Cruiser - \$59,700). Roll call: 5:0:0

Motion 100421-1c-A5: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve Article 5 (Police Training Funding - \$18,150). Roll call: 5:0:0.

Motion 100421-1c-A6: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve Article 6 (Highway Repairs and Reimbursements - \$49,745). Roll call: 5:0:0.

Motion 100421-1c-A7: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve Article 7 (Funding Improvements at Town Parks – \$35,588)

Motion 100421-1c-A81: A motion was made by Ms. Provencher and seconded by Mr. Phillips to approve Article 8 (Installation of Security Cameras - \$70,000). Roll call: 2:3:0

Motion 100421-1c-A82: A motion was made by Mr. Shocik and seconded by Mr. Duggan not to approve Article 8 (Installation of Security Cameras - \$70,000). Roll call: 3:2:0

Motion 100421-1c-A9a: A motion was made by Ms. Provencher and seconded by Mr. Duggan to approve Article 9a (FY22 Capital Improvement Plan – Used Chevy Ambulance \$55,000). Roll call: 5:0:0

Motion 100421-1c-A9b: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve Article 9b (FY22 Capital Improvement Plan – Used International Ambulance \$30,000). Roll call: 5:0:0

Motion 100421-1c-A10: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve Article 10 (Stormwater Management - \$15,000). Roll call: 5:0:0

Motion 100421-1c-A11: A motion was made by Ms. Provencher and seconded by Mr. Duggan to approve Article 11 (Recreational Marijuana HCA Stabilization Fund and Appropriate Funds - \$500,000). Roll call: 5:0:0

Motion 100421-1c-A12: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve Article 12 (Revoke Acceptance of MGL Ch53, Sec18b). Roll call: 5:0:0

Motion 100421-1c-A13: A motion was made by Ms. Provencher and seconded by Mr. Duggan to approve Article 13 (Funding the Cable PEG Access Budget - \$366,562). Roll call: 5:0:0

Motion 100421-1c-A14: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve Article 14 (Amend Revolving Fund Bylaw). Roll call: 5:0:0

Motion 100421-1c-A15: A motion was made by Mr. Shocik and seconded by Mr. Duggan to approve Article 15 (Permanent Drain Easements). Roll call: 5:0:0

Motion 100421-1c-A16: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve Article 16 (Amend the Zoning Bylaws). Roll call: 5:0:0.

Motion 100421-1c-A17: A motion was made by Ms. Provencher and seconded by Mr. Duggan to approve Article 17 (Amend the Zoning Map). Roll call: 5:0:0.

Motion 100421-1c-SW: A motion was made by Ms. Provencher and seconded by Mr. Shocik to close the Special Town Meeting warrant and sign it. Roll call: 5:0:0

2. PUBLIC COMMENT PERIOD

No members of the public provided comment

3. REPORTS & ANNOUNCEMENTS

a. Student Liaison Reports

Joely Fontaine provided updates from the Leicester Public Schools.

b. Town Administrator Report

The Town Administrator provided updates from his written report.

c. Select Board Reports

The Select Board discussed various topics including brush trimming on Route 9, a dangerous tree on 335 Main Street that needs to be taken down, putting town financial audits on next agenda, October being cancer awareness and fire prevention month, checking your smoke detectors and the PD pink patch project.

4. RESIGNATIONS & APPOINTMENTS

a. Appoint and Execute Contract – DIS Director/Town Planner – Alaa Abusalah

Motion 100421-4a: A motion was made by Ms. Provencher and seconded by Mr. Shocik to appoint Alaa Abusalah to the position of DIS Director/Town Planner for the Town of Leicester and to execute a contract with Ms. Abusalah. Roll call: 5:0:0

b. Appoint and Execute Contract – Fire Chief – Michael Dupuis

Motion 100421-4b: A motion was made by Mr. Shocik and seconded by Mr. Duggan to appoint Michael Dupuis to the position of full time Fire Chief for the Town of Leicester and to execute an amended contract with Mr. Dupuis. Roll call: 4:0:1 (Mr. Phillips abstained)

5. OTHER BUSINESS

a. Execute MassTrails Grant Contract – Burncoat Park

Motion 100421-5a: A motion was made by Mr. Shocik and seconded by Ms. Provencher to authorize the Chair to execute the MassTrails Grant Contract and associated documents. Roll call: 5:0:0

b. Request to Use Becker Field

Diana Casavecchia with the Leicester Spencer Raiders Football and Cheer Program requested to use the Becker field for 6th graders against Charlton/Dudley on October 15th at 7pm. They plan to arrive at 6pm for setup and warmups. Ms. Casavecchia stated the team has their own equipment they can bring. Mr. Antanavica stated at this time, the Town can't supply anything as the field is not yet owned by the Town. There is an app for the lights, the field must be clean when they leave, and no rubbish of any kind can be left. Also, the group must provide a certificate of liability insurance at that specific location.

Motion 100421-5b: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the request from the Leicester Raiders to use the Becker field on October 15th for football at 7pm. Roll call: 5:0:0

c. Award Shared Winter Streets Contract – Towtaid Sidewalks and Curbing – Cassidy Corp.

Motion 100421-5c: A motion was made by Ms. Provencher and seconded by Mr. Shocik to award the Shared Winter Streets Contract to Cassidy Corp in the amount of \$169,989. Roll call: 5:0:0.

d. **Request to Add (2) Alternate Positions to the Parks & Recreation Committee**

Motion 100421-4d: A motion was made by Mr. Shocik and seconded by Mr. Duggan to approve the request to add two alternate positions to the Parks and Rec Committee. Roll call: 5:0:0.

e. **Accept Senior Center Donations**

Motion 100421-4e: A motion was made by Mr. Shocik and seconded by Ms. Provencher to accept donations to the Senior Center. Roll call: 5:0:0.

f. **Approve Special Legislation – Waiver of MGL Chapter 53b, Section 18**

Motion 100421-4f: A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve a request for special legislation to waive MGL Chapter 53b, Section 18. Roll call: 5:0:0.

g. **Discuss Trick or Treating Hours**

Ms. Forsberg presented a request from the Chief of Police to change the Trick or Treating hours to 5-7pm on Halloween to match the Town of Spencer so the Town does not see an influx of trick or treaters later on in the evening. The Chief also noted Spencer is requiring masks and wanted input on this from the Select Board.

Motion 100421-XT: A motion was made by Ms. Provencher and seconded by Mr. Shocik to extend the meeting past 10pm, if needed. Roll call: 5:0:0.

Motion 100421-5g: A motion was made by Mr. Duggan and seconded by Mr. Shocik to change the trick or treating hours from 5-8 on Halloween to 5-7 on Halloween and to leave masking requirements up to the Board of Health. Roll call: 5:0:0.

6. MINUTES

- a. **September 27, 2021**
- b. **September 28, 2021**

Motion 100421-6: A motion was made by Ms. Provencher and seconded by Mr. Duggan to approve the minutes of September 27th and September 28th, 2021. Roll call: 5:0:0.

Motion 100421-7: A motion to adjourn was made by Ms. Provencher and seconded by Mr. Duggan at 9:59pm. Roll call: 5:0:0.