



**LANCASTER SELECT BOARD**  
**Revised\***  
**Regular Meeting Agenda via ZOOM™**  
**Monday, October 4, 2021**  
**6:00 P.M.**

*In accordance with the Open Meeting Law, please be advised that this meeting is being recorded and broadcast over Sterling-Lancaster Community TV*

**I. CALL TO ORDER**

Chairman Jason A. Allison will call the meeting to Order at 6:00 P.M. via ZOOM™

Join Zoom Meeting

<https://us02web.zoom.us/j/88900048955>

Meeting ID: 889 0004 8955

One tap mobile

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Meeting ID: 889 0004 8955

Find your local number: <https://us02web.zoom.us/j/88900048955>

**II. PUBLIC COMMENT PERIOD**

6:00 P.M. - Opportunity for the public to address their concerns, make comment and offer  
6:10 P.M. suggestions on operations or programs, except personnel matters. Complaints or  
criticism directed at staff, volunteers, or other officials shall not be permitted.

**III. APPROVAL OF MEETING MINUTES**

Review and take action on Regular Meeting Minutes September 20, 2021

**IV. SCHEDULED APPEARANCES & PUBLIC HEARINGS**

Interviews with Building Inspector Candidates (Vote may be taken)

- 6:05 pm Brian Gingras
- 6:30 pm Bentley Herget

**V. BOARDS, COMMITTEES AND DEPARTMENTS REPORTS**

Human Resource Director Sandi Charton to give an update on accomplishments and priorities



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**VI. TOWN ADMINISTRATOR REPORT \***

Town Administrator Orlando Pacheco will update the Board on the status of current projects pending.

- LLEC Earth Product Renewal Permit
- Dispatch Audit
- Diversity and Inclusion Certificate/Training
- Lancaster School Potential Capital
- Nashoba Regional School District (NRSD) Building Committee Update
- MS4 Permit
- Right of First Refusal – 0 Deershorn Road (Map 41 Parcel 34)
- Community Preservation Act (CPA) Update

**VII. ADMINISTRATION, BUDGET, AND POLICY**

1. Review Town of Lancaster Mandatory Vaccination and Testing Policy (*item tabled on 9/29/21*)
2. Finalize Senior Work-Off program information (Moody)
3. Discussion Meeting Minutes recordings for Boards and Committees (Moody)
4. Discussion on Atlantic Union College Abatement & Exemptions\* and set meeting with Board of Assessors (Moody)
5. Set up online process for obtaining email exchange regarding Public Records Request\* (Moody)
6. Status of all current commercial/industrial developments and proposed projects (Turner)
7. North Lancaster Settlement Agreement (Turner)
8. Community Development and Planning Staffing (*continued from 9/20/21 meeting*)
9. Accept donation gift to the Fire Department in the amount of \$4237 (Town Administrator)
10. Discussion on status of the Economic Development Committee (*continued from 9/29/21 meeting*)

**VIII. APPOINTMENTS AND RESIGNATIONS**

Appointments (Vote may be taken)

Economic Development Committee – (term to be determined)

- Steve Kerrigan

**IX. LICENSES AND PERMITS**

**Application for License Theatrical Exhibitions, Public Shows, Public Amusements and Exhibitions of Every Description Held on Weekdays and Sundays** (*Continued from Select Board Meeting 9/20/21*)

Applicant: Dean and Flynn, Inc. dba Fiesta Shows

Event: Fiesta Shows in partnership with Bolton Fair, Inc. to host 2<sup>nd</sup> Annual Lancaster Holiday Light Show.

Operating Dates: November 24, 2021 – January 2, 2022

Operating Hours: Sunday – Thursday – 5pm-10pm

Friday – Sunday, Holidays 5pm- 11pm



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**X. OTHER/UNFINISHED BUSINESS**

➤ **Annual Town Report**

Estimated due date for the Annual Town Report will be December 2021. Mr. Pacheco reported that some of the reports are now in and can now start compiling them sooner therefore maybe able to accelerate the December date.

➤ **Code of Conduct Policy**

Comments have been forwarded to Select Board members and ask the Human Resource Director to incorporate those comments into a draft and sent out to the Select Board for their review.

➤ **North Lancaster Settlement**

Town Administrator will work with Capital Group and to get the Assignment and Assumption Agreement and once that is received can move forward with the closing as soon as possible, and to have this resolved. If this cannot be turned around soon, Town Administrator will ask Capital Group to formally state why and to provide that in writing. If there is a refusal in the request, the Town will need to engage Town Counsel. Mr. Pacheco reported he will get Mr. Depietri's demand in writing and send to Town Counsel for their opinion and have something by the 29<sup>th</sup> of September.

➤ **Division of Capital Asset Management and Maintenance (DCAMM)**

Legislative Delegation was given a site tour on September 30<sup>th</sup>. The Town needs to consider special legislation to start the property transfer from the Commonwealth to the Town.

➤ **Aggregation**

12 month contract extension with Dynegy was executed with guidance from the Energy Commission. Power mix is 49% renewable. New price will be 14.974 per Kwh.

➤ **Gazebo Ramp**

Materials have been ordered and the goal is to have this completed by Halloween is on target. Mr. Pacheco reported that Dig Safe will need to be called for this project.

➤ **Status Barrett Planning Group**

Request for a reserve fund transfer has been sent to the Finance Committee

➤ **Audit Services**

Powers & Sullivan is under contract for the FY22 Audit. Mr. Pacheco reported that this is an exempt service but can do a quote. Ms. Turner would like to assemble an Audit Committee.

➤ **0 Hardy Street (Map 42 Parcel 11)**

Town is conducting additional title work and determine if there is additional access.

**XI. NEW BUSINESS \***

*\*This item is included to acknowledge that there may be matters not reasonably anticipated by the Chair*

**XII. COMMUNICATIONS**

- Select Board's next regular meeting will be held via Zoom on October 18, 2021, at 6:00pm

**XIII. ADJOURNMENT**



### III. APPROVAL OF MEETING MINUTES

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**LANCASTER BOARD OF SELECTMEN**  
**Meeting Minutes**  
**Of Monday, September 20, 2021**

**I. CALL TO ORDER**

Chairman Jason Allison called the meeting to Order at 6:00 P.M. via Zoom. He noted that the meeting was being recorded.

Join Zoom Meeting <https://us02web.zoom.us/j/86120780392>  
Meeting ID: 861 2078 0392

Roll call was taken: Alexander Turner, present, Jay Moody, present, Jason Allison present.

**II. PUBLIC COMMENT PERIOD**

6:00 P.M. Opportunity for the public to address their concerns, make comment and offer  
6:10 P.M. suggestions on operations or programs, except personnel matters. Complaints or  
criticism directed at staff, volunteers, or other officials shall not be permitted.

Chairman Allison recognized resident Greg Jackson of 40 Farnsworth Way. Mr. Jackson spoke about his disappointment at last week's Economic Development Committee meeting regarding the proposed industrial commercial overlay district bylaw for North Lancaster. Mr. Jackson stated the following:

*I was disappointed by the efforts of Town Counsel to draft this regulation without input from town boards and committees. It appeared to be an incomplete derivation of the existing IPOD bylaw, but left little in place in terms of comprehensive requirements, procedures, or planning.*

*In my view, the proposed ICOD bylaw, left out many of the use and design requirements of the existing IPOD bylaw that were intended to protect the town, its residents, and the surrounding environment from the impact of unregulated, piecemeal, and unplanned development.*

*The ICOD regulations did not consider impacts on Town resources, finances, and services. Some of these items were addressed by the Integrated Plan and Report in the IPOD bylaw. Other than brief references to special provisions and a traffic impact analysis, many of the procedural requirements of the IPOD were stripped from the proposed ICOD.*

*I mentioned that we were fortunate to have a number of talented and capable residents serving on the Economic Development Committee and that they appear to be working to improve the ICOD*

*bylaw, restoring essential standards and process. I applauded their efforts.*

*I expressed concerns that a more thoughtful approach to development be taken in Lancaster, including the assessment of potential impacts and benefits.*

Mr. Allison then recognized resident Kathy Hughes who spoke about the Code of Conduct. She stated that there is a need for disclosure if a board or committee member has a financial interest in the business of that board or committee. Mr. Allison asked Town Administrator to address this with Ms. Hughes the day following the meeting.

### **III. APPROVAL OF MEETING MINUTES**

Review and take action on Regular Meeting Minutes August 16, 2021, September 8, 2021 and Special Meeting Minutes of August 26, 2021.

Mr. Allison requested a motion to approve the minutes of regular meeting August 16, 2021 and September 8, 2021, and the minutes of Special Meeting of August 26, 2021. Ms. Turner stated that she had a couple of comments and changes. She stated that she had met with Mr. Pacheco but that they had run out of time and that she did still owe Mr. Pacheco and Ms. Rocco some edits regarding the minutes of August 16, but that she would like to hold this set of minutes for another week so that she has time to submit edits. Additionally, she has some changes for the minutes of September 8, 2021. Mr. Allison asked if she would like to enumerate her requested changes or if she would prefer to submit them in writing. Ms. Turner offered the following edits for the September 8 minutes: spelling of her name should be Alix or Alexandra rather than Alex, and a correction to a misspelling of the HR Director's last name, which should be Charton. Additionally, there were similar issues with the minutes of September 8, and in the Town Administrator's Report, section IV, referring to the pole hearing, Ms. Turner states that she had made a comment that should be recorded regarding the naming of the unnamed street. Finally, she would like the discussion of the ARPA (American Rescue Plan Act) to reflect that she reminded in the meeting that ARPA monies were not to be dispersed until the Select Board had evaluated it and formed a suggestion, either by themselves to through a working group. In Section 8, under MBTA Board, she notes that she is assuming this role as the Town's Montachusett Regional Transportation appointment, not as the Council on Aging Director.

Mr. Allison, recognizing that there is a request to again table the minutes of August 16<sup>th</sup>, requested a motion to approve the minutes of August 20, 2021 and the Special Meeting minutes of August 26 as amended.

*Ms. Turner made this motion to approve the minutes of August 20, 2021 and the Special Meeting Minutes of August 26, 2021. Mr. Moody seconded. Vote taken, Jason A. Allison vote Aye; Jay M. Moody vote Aye; Alexandra W. Turner vote Aye. Motion passed. [3-0-0]*

### **IV. SCHEDULED APPEARANCES & PUBLIC HEARINGS – NONE**



## **V. BOARDS, COMMITTEES AND DEPARTMENTS REPORTS**

### Planning Board Chair, Russ Williston – to discuss plans on the next steps for North Lancaster

Mr. Allison recognized Russ Williston, Planning Board Chairman. Mr. Williston requested that the Select Board address their North Lancaster item from the “Unfinished Business” section of the agenda before he spoke. Mr. Allison agreed that this item could be taken out of order.

Mr. Pacheco reported that after the last Select Board meeting, he was to follow up with Bill Depietri from Capital Group. Mr. Pacheco stated that Mr. Depietri had some objections to some of the language in the agreement and that Mr. Depietri believes that there should have been a zoning change involved with the land transfer. Mr. Pacheco has asked Mr. Depietri to put this in writing to be evaluated by Counsel, and Mr. Depietri agreed to do so, but this has not been received. Mr. Allison questioned why this was needed; his belief was that the Town was only waiting for title insurance and that then the Select Board would sign the agreement and be done.

Mr. Pacheco agreed that this had been his understanding as well, but when he followed up with Jonathan Eichmann there was an Assignment and Assumption Agreement that needed to be executed as well. And, along with the title insurance, we have spoken to the Examiner, the deed has been reviewed and is good. However, until the parties willingly transfer the property, the action is not complete. The Town may have to take additional steps, which is a discussion that will need to be held privately. Mr. Allison asked when this will be done; Mr. Pacheco replied that it will depend on what is received in writing from Mr. Depietri.

Mr. Allison expressed frustration at how long this has taken. Mr. Pacheco agrees, and restated that he needs to hear from Mr. DiPietro in writing so that the Select Board is not hearing the status of this project second hand. Mr. Allison stated that he has never personally received any correspondence and that the only person who would have received such is Mr. Pacheco. Ms. Turner noted that it has taken a very long time and that it was discussed during her prior term, twenty years ago, on the Select Board. She states that Boards prior to this Board agreed to a “Settlement Agreement” and that it was very clear and that there was no zoning involved. Ms. Turner states that it has been stated in the past that this would be the last time this was discussed, but that this has not happened. She would like to see the Settlement Agreement on the Town website; Mr. Allison states that he believes it is already there.

Ms. Turner would like the minutes to reflect “I did say last time, several times, I know that I have said that and let the minutes reflect that, so I would say that it’s time to move on to the next step or, and I would say there’s a couple of lawyers at Kopelman that I can think of that may be more knowledgeable about this and that who’ve worked with it initially. But we need to move, because this is so pivotal for the credibility of this North Lancaster project it’s really a lynchpin for that, it’s also for the Town’s integrity and preservation, so this isn’t a little thing, this is a big thing, this is an environmentally sensitive area that a lot of people have worked on and I think we need to respect their work. It’s literally been when was the first agreement struck. I know what was all I know Stan Starr and Mark and Walter?”

Mr. Pacheco concurred that this has been going on for at least four years, back to 2017 or 2018. He further stated that this is a legal question and that he had raised the question when the initial agreement was put forth. He reminded the Select Board that you cannot put conditions on a sale; Massachusetts General Law (MGL) Chapter 30 Section 16 is very clear about the disposition of real estate. That is why doing this as a “land swap” was not legal. He went on to explain that a decision cannot be tied to a sale; either the Town is going to sell the property in an open process, meaning it cannot sell directly, which was what was originally proposed, or it doesn’t sell the property at all.

Ms. Turner stated that it was her understanding that the previous Board acted in good faith and understood what they were doing was legal. She asked Mr. Pacheco if that is correct.

Mr. Pacheco stated that is correct and that was one of the main issues that he had with the Agreement was it really was being positioned as a direct sale, and the Town cannot do that under the law.

Ms. Turner stated her dismay and asked about the deadline that the Board should assign to this. She went on to state that this is a question for the Board.

Mr. Allison asked Mr. Moody for his input. Mr. Moody stated that he has a problem with this, and that there should be an Agreement before anything is started in North Lancaster.

Mr. Allison asked the Select Board if there is a motion they would like to make. Mr. Allison would like the minutes to reflect that he “did not say last time, but I am motivated to get this done, so Orlando, I think today you’ve got your marching orders, I think all of the Board is not happy with the timeframe. If you have an alternative proposal or something you’d recommend to get this moving better or faster, I think we’d be open to that, but Jay and Alix, you should feel comfortable exercising your rights to make motions and do whatever you want to facilitate this process.”

Ms. Turner asked Mr. Pacheco if he had received anything in writing thus far from Mr. DiPietro. Ms. Turner noted that there will be a Special Meeting next week, and if Mr. Pacheco would create a well thought out request by the end of the week, so it could go to Town Counsel, and if Town Counsel could get back to the Board before the next meeting with their advice, then this could be added as a fifteen-minute slot to the Special Select Board meeting next week.

Mr. Allison requested clarification on Ms. Turner’s request. She stated that she would like to request from Bill Depietri all details, and an understanding of why a zoning change would be required. She would like to send this to Town Counsel by Friday, or ideally Thursday, so that prior to the previously scheduled agenda item at the Special Select Board meeting next week, Counsel’s advice could be discussed. Mr. Allison reiterated that Ms. Turner wants Mr. Pacheco to work with The Capital Group to get a request in writing by September 23, to get feedback from Town Counsel by the 24<sup>th</sup>, and to have this information to the Select Board by the 27<sup>th</sup> for the meeting on the 29<sup>th</sup>. Ms. Turner made a motion on this; Mr. Allison stated that this is not a motion.

Mr. Allison asked Mr. Pacheco if this was a reasonable request; Mr. Pacheco stated that he believed it was reasonable.

Ms. Turner suggested to Mr. Pacheco that Counsel should be Judy Cutler who had a history with this project; Mr. Pacheco stated that Ms. Cutler had never been involved. Ms. Turner would like a specialist to be involved.

Mr. Moody noted that the Conservation Agent had been involved and should continue to be involved. Ms. Turner concurred. Ms. Turner would like to call upon Mark Grasso, present at the meeting. Mr. Allison turned down this request, stating that this was not the time to review the history of the project.

Mr. Allison invited Mr. Williston to address the Board, stating that the goal is to foster a healthy and positive relationship with North Lancaster and the Planning Board. He asked Mr. Williston if he had questions or if he wanted to chat.

Mr. Williston noted that while he is available to chat, he cannot, as an individual, make agreements on behalf of the Planning Board, nor can he share the opinions of the Planning Board, but he is happy to give his own opinion.

Mr. Allison asked Mr. Williston what the Select Board can do to help foster a positive and healthy engagement on North Lancaster, including the Economic Development Committee formed by the Select Board.

Mr. Williston stated that the Planning Board has taken some steps to work with the Economic Development Committee (EDC). They have sent the EDC some things to look at and might be able to pass them information in the future about farm zoning to help farms in town. He stated that there is nothing specific needed right now from the Select Board. Mr. Williston noted that one concern he has heard about the EDC is that all members are from "South Lancaster" whereas the "North Lancaster" area, above Route 117, has many concerns. Since there is now an opening on the EDC following Mr. Grasso's resignation, there is an opportunity for the Select Board to appoint a resident from North Lancaster.

Mr. Allison asked Mr. Williston if he believed that the Select Board had done the right thing in forming an Economic Development Committee. Mr. Williston stated that he thinks that it's something the Town could benefit from, although this year has been somewhat misleading with so much emphasis placed on big projects like North Lancaster development. He went on to say that there is opportunity for other small businesses in town, and that these businesses need a venue. He offered an example of a recent call from a person interested in opening a fitness business who needed help finding a site and reviewing zoning.

Mr. Allison asked Mr. Williston if he believes that the charge given to the EDC from the Select Board is correct. Mr. Williston stated that he was unclear about what charge the EDC had been given but recalls that the charge may not have been clear, that there may be some gray area.

Mr. Allison asked Mr. Williston, since the EDC is relatively new, to share his opinion as to how they have engaged the landowner for the North Lancaster developments. Mr. Williston shared that there have been some issues with communication and "healthy human suspicion" causing speculation that action was being taken "behind closed doors" citing an example of the EDC using

Town Counsel without his knowledge and the ramifications of using Town Counsel for a citizen request. Lengthy discussion followed; both Mr. Allison and Ms. Turner affirmed that current procedure allows any Board member to contact Counsel. Mr. Williston expressed concern that there was a perception that deliberation was happening outside of open meetings. Mr. Williston also noted that the EDC has been working on a proposed bylaw for the Industrial-Commercial Overlay District (ICOD) but has not sought resident comments.

Mr. Allison would like to see the ICOD bylaw presented at a Fall Special Town Meeting, but Mr. Williston stated that he would prefer to see it at the Annual Town Meeting in the Spring where residents expect to see “major items” and where there is wider attendance.

Discussion continued at length; no actions were taken.

Mr. Moody noted that there are other items, such as removing the Police Chief position from Civil Service, that have been talked about for a Fall Town Meeting. He noted that when he had been Chair of the Select Board, he contacted Town Counsel a couple of times for boards and committees.

Mr. Allison recognized Ms. Turner who had questions about the mission statement for the EDC. Mr. Allison read it from the website. Ms. Turner noted that past practice for using Town Counsel was limited to the Select Board. She would like the EDC to represent all socioeconomic strata in the Town. She would also like the EDC to report back on the Distribution Center project going on in North Lancaster and thinks it would be helpful to have a large discussion meeting with the Select Board, the Planning Board, the EDC, and the Affordable Housing Trust to clear up some of the concerns or mistrust that seems to be present.

#### Board of Health - to discuss Covid vaccinations for Town Employees

Mr. Allison recognized the Board of Health to discuss vaccinations for town employees. Ms. Turner would like to require employees to be vaccinated with the exception of deeply held religious beliefs or medical reasons, with testing in lieu of vaccination according to a protocol developed by the Board of Health (BOH). John Farnsworth of the BOH noted that they were now in a posted meeting and took roll call, Kathy Holden, Jeff Paster and John Farnsworth all present.

Mr. Paster prefaced his comments by stating that the BOH, regarding COVID, speaks from a point of science and medical evidence, and that whether or not the Town should require vaccinations for employees cannot be answered that way. Rather, the discussion is based on what has been observed in terms of patterns and trends for the advancement and security of public health. He notes that the decision to require vaccination, will, based on other communities, potentially create pushback and/or lawsuits, but that a legal challenge is unlikely to succeed. In summary, the BOH would support requiring mandatory vaccinations for public-facing town employees with the exception of qualified medical issues or disabilities, or sincerely held religious beliefs.

Ms. Turner supports this, stressing the Town’s obligation to protect its residents. Mr. Moody brought up the alternative of having employees tested weekly. Mr. Paster agreed that testing should be required for individuals who are unable or unwilling to get vaccinated. He went on to explain that the only truly valid testing is PCR testing, but the Town could make a decision to allow rapid

antigen testing which is easier to find. If a rapid antigen test was positive, then the individual must need to follow up with a PCR test.

Mr. Farnsworth noted that the BOH has worked hard to ensure that vaccinations are easily accessible for town residents. Mr. Paster noted that the BOH has not met to recommend mandatory vaccinations for town employees but are meeting with the Select Board to support the motion that the Select Board has made. The BOH will be meeting on Thursday and will continue the conversation at that time. Mr. Paster noted that there is a great deal of misinformation about covid, and he is concerned that people think that if they have had COVID that they do not need to get the vaccine, which is incorrect.

Mr. Allison asked that the BOH take a vote to ensure that they are all in support of a mandate as discussed. He would like Mr. Pacheco to work with HR Director Sandi Charton to draft a policy. Ms. Turner would like the Select Board to vote at this time contingent upon ratification by the BOH. Mr. Moody agreed that the longer this issue takes to resolve, the worse that the situation becomes.

Mr. Allison asked if Town Counsel should review the policy that will be drafted by Mr. Pacheco. Mr. Allison noted that discussion has not included what to do if an employee fails to comply; will they be terminated, or placed on unpaid leave?

The mechanism for creating and enacting the policy was discussed. The BOH will discuss and be prepared to vote at their upcoming meeting. The Select Board will be prepared to enact the measure at their meeting of September 29.

*Ms. Turner made a motion that the Select Board, with the support of the Board of Health, enact an employee mandate for employees of the Town of Lancaster, according to a strictly held policy, subject to review by the Select Board and the Board of Health, to be reviewed at the Select Board meeting of the 29<sup>th</sup> such draft to be provided to the boards by this Friday. Mr. Moody seconded the motion.*

#### Discussion

Mr. Paster noted that Board of Health would support the mandate, requiring employees of the Town of Lancaster to have received a COVID-19 vaccination, with the exception of employees prevented from doing so by medical issue, disability, or sincerely held religious belief. Those employees unable or unwilling to receive COVID-19 vaccination will be subject to rapid antigen COVID testing at least weekly, with any positive test result requiring the employee to follow up with a PCR test.

It was further noted that mandate would be subject to review by Town Counsel and the Board of Health.

*Vote taken, Jason A. Allison vote Aye; Jay M. Moody vote Aye; Alexandra W. Turner vote Aye. Motion passed. [3-0-0]*

*Ms. Holden moved for the Board of Health to adjourn their meeting; Mr. Paster seconded, and Mr. Farnsworth called for a roll call vote. John Farnsworth vote Aye, Jeff Paster vote Aye, Kathy Holden vote Aye. Vote passed. [3-0-0]*

## **VI. TOWN ADMINISTRATOR REPORT**

- **American Rescue Plan Act (ARPA) Funding Allocation**

Mr. Pacheco wanted to confirm the numbers that might be confusing. The municipal share of ARPA is \$797,334. The county allotment for Western Counties, divided by member communities because Worcester County does not have county government, is \$1,567,423. So, the total ARPA money to Lancaster is \$2,364,757. He has provided the Select Board a brief attachment from the Department of the Treasury talking about the areas in which this money can be used. This should guide decision making. The town started with water and sewer infrastructure from the Water Department. The Finance team is compiling a brief synopsis on what lost revenues would be replaced.

Ms. Turner would like the Select Board to come up with a comprehensive plan for this money, looking at the capital plan and involving members of other boards and commissions.

- **Commission on Disability Town Wide Survey**

Mr. Pacheco reported that the Commission on Disability is developing a survey to address deficiencies and needs as related to accessibility. The Select Board office will help to coordinate the survey. The survey, a town wide mailing, will cost about \$3,000. Ms. Turner stated that the recent police survey was excellent and mentioned that Mr. Moody has spoken about getting more information on the CPA into the hands of residents. Ms. Turner notes that using Every Door Direct Mail is less than \$500 to mail to everyone's house. She thinks that the Select Board should support the survey and make this available to other boards and commissions. This will happen in October, which is Disability Awareness Month.

- **Hazard Mitigation Plan Update**

Mr. Pacheco reported that there was a Public Hearing hosted by the Emergency Management Director on September 15 for the Hazard Mitigation Plan update. He attached a copy of the Power point presentation done by the Montachusett Regional Planning Commission (MRPC). Some of the changes are administrative, but there will be a section on pandemic response which was not part of the original plan. This document is on track for completion by the end of December or early January. This will align with the timeframe needed to submit the plan to MEMA (Massachusetts Emergency Management Agency) which will allow the town to apply for FEMA grants (Federal Emergency Management Agency).

Ms. Turner expressed concern that many people might not know about this. Mr. Pacheco stated that it was sent to all boards and committees and posted on the website a month in advance. Ms. Turner asked for the definition of hazard mitigation. Mr. Pacheco offered the

example of implementing a solution to alleviate flooding in flood prone areas. Ms. Turner states that the Conservation Commission should be involved. Ms. Turner talked about other issues that this might pertain to such as emergency shelter and critical facilities such as elderly housing. She would like to be involved in this document and thinks more input should be gathered. Mr. Pacheco stated that he could put her in touch with Blair at MRPC or that she might want to follow up with Chief Hanson.

- **Human Resource Director Appointment**

Mr. Pacheco noted that he has sent a memo to the Select Board regarding Ms. Charton's appointment. She was originally appointed for six months, full time, and Mr. Pacheco suggests having her remain full-time through October to finish the Building Inspector and Planning Director search processes, and then transition to a more part-time basis. Mr. Allison requested that the memo be sent separately from the Select Board packet because the packet is not searchable (because it is a pdf of scans). As a side note, he requested that the Bartlett file to be discussed later in the agenda also be sent separately. Ms. Turner noted that it is helpful to have the Select Board packet posted on the website, but that it would be preferable if it was with the agenda, and it would be helpful if it were scanned as a searchable document. Mr. Pacheco will speak to John in the IT Department about this. Ms. Turner volunteered to provide some tips to make this easier. Returning to the topic of the HR Director appointment, Ms. Turner would like Ms. Charton to be on the agenda to talk about the last six months; what she has done, what she has accomplished, her goals, what she sees as critical deficiencies or priorities going forward. Mr. Allison told Ms. Turner that they could chat about this after the meeting. No actions were taken.

- **Special Town Meeting Articles follow-up**

Mr. Pacheco explained that goal of this item is to define what the critical needs are for a Fall Town Meeting. The National Grid easement is time sensitive to allow National Grid to run the lines for the electric charging stations, and it will take National Grid about sixty days after approval to complete this task.

The Police Chief status is not time sensitive and does not impact daily operations but will remain as an open item until it is addressed at Town Meeting, or unless our legislative delegation presents a way to do this without Town Meeting. Ms. Turner stated that she spoke to Lancaster's State Representative and that the bill had died in Senate committee. Mr. Pacheco explained that after the bill was engrossed it was not properly filed, and therefore never went to the governor. Mr. Pacheco recommends putting this on a town meeting warrant, and while there is still a legislative mechanism to resolve the issue, to utilize that as well.

The discontinuance of Lunenburg Road is also not time sensitive. This does not impact any real operations because the DPW does not maintain that discontinued portion of the road.

Mr. Pacheco then explained that regarding zoning articles for North Lancaster, with regards to the 40R and the ICOD zoning, the Planning Board has to hold a public hearing at 65 days

under Chapter 48, Section 5, so town meeting schedule may need to work around this need. Mr. Allison supported the idea that the Select Board needs to work with the Planning Board around this scheduling; he wants to make sure that when this article is brought forth that it is time sensitive and relevant to the residents.

Mr. Pacheco reported that there are also some capital requests that need to be dealt with. There is a request from the Historical Commission looking to appropriate funds for tree cutting in cemeteries; this is not time sensitive. Water meter replacements have some time sensitivity because there is some procurement work that needs to be done before this can be implemented, and it is not something that can be done quickly.

The Mary Rowlandson and Luther Burbank Schools boiler replacements are highly time sensitive, simply because of the season and many sections of the boiler have failed, patch fixes are no longer adequate, and winter is coming. Unfortunately, the scope of the problem was not recognized until after the Annual Town Meeting. Mr. Pacheco will follow up with some members of the school committee about whether this is technically something the Town should fund. If a Special Town meeting is not scheduled, there needs to be a way to bridge the funding so that replacement can be implemented. He stated that we don't want to go into the winter without a reliable heat source for the kids but cannot just give the school district \$100,000 for a capital improvement project without having a Town Meeting supporting those funds.

Mr. Allison asked what the amount is for the boiler. Mr. Pacheco stated about \$100,000. Mr. Allison asked that he double check this number and report back to the Select Board. Ms. Turner asked Mr. Pacheco to talk to the Superintendent of Schools and School Committee to see if they have any stabilization funds that could be used. Mr. Pacheco explained that he has had this discussion and that the School District has the power to declare an emergency use of their funds and then work the financial mechanisms in a different way. He suggested that the town probably needs to let the DOR (Department of Revenue) know about this plan.

The final item is acceptance of Chapter 59, section 21A, which was discussed with the Assessor appointment, again not time sensitive but something to consider.

Mr. Pacheco noted that the cost of having a Town Meeting is estimated at \$2,000-\$2,500 for costs including lighting, equipment, bathroom rentals, staff, and the potential cost of having Town Counsel present.

Ms. Turner noted that another Town Meeting item might be to address deficiencies in the Personnel bylaw, and the Collins Center had some cleanup issues that should be presented to town meeting. She requests that we have a placeholder for this and that we task Ms. Charton with providing information on what needs to be changed. Mr. Allison asked that this information is sent to him and stated that he will work with Ms. Charton on the priorities.



Mr. Allison stated that he believes that because the Town is at a financial crossroad for economic development within the town. He asked Mr. Pacheco to work with the Finance Director, Cheryl Gariepy, to put together information on the financial impact of not for not acting in a timely fashion, especially for not engaging with involved landowners and developers for high value properties, specifically North Lancaster. Mr. Allison asked Mr. Pacheco if this was something reasonable that could be put together to support some of the zoning article changes.

Mr. Pacheco agreed that this could be done. He noted that people need to understand that there is a financial impact regarding where the town is going and how the existing revenue stream will impact that. He noted that there seems to be feeling that taxes need to be reduced, and the only way to really do that is to diversify the tax base. He stated that 30% of the town's budget is general government, with most of the budget going to the school district. He noted that due to fixed costs in terms of debt service and other items in the general government budget, you could lay off every town employee and still see very little change in taxes. Mr. Pacheco will work with Ms. Gariepy on this report, and notes that they will need to use some assumptions about future large scale projects that the town must do.

Mr. Moody stated that the other "big elephant in the room" will be a new school in the not-too-distant future. Ms. Turner noted that the Economic Development Committee (EDC) is doing a Cost Benefit analysis, and that the peer review for the traffic study is incorporated in these findings. Mr. Pacheco advised that with something like the traffic study that the town provides them with all the Massachusetts DOT (Department of Transportation) numbers. In response to questions from Ms. Turner, Mr. Pacheco explained that the town gave GFI the traffic data from Capital Group, and that GFI does not have traffic data available yet.

## **VII. ADMINISTRATION, BUDGET, AND POLICY**

### **1. Discussion on Department Assistant for Community Development & Planning (CDP)**

Mr. Allison asked the Select Board to consider the memo that Mr. Pacheco sent regarding funding for additional help in the Planning office, and he notes that in prior discussions Mr. Pacheco feels strongly that this help is needed. Ms. Turner stated that she had asked for comparisons from other towns on staffing levels, benchmarks, and best practices. She received this late today but has not had an opportunity to review. She does not want to be in a position where the Town needs to layoff employees, noting that there have been several positions added and that there are several open positions. Ms. Turner states that, in her understanding, that the Town is pretty well staffed. She thinks we need some temporary help but is not convinced that the town can afford another full time assistant. Mr. Pacheco replied that this is a part time position. Ms. Turner will review the staffing levels memo. Mr. Moody has not had time to review the memo; Mr. Pacheco explained that it was sent late because numbers had just been received from Boylston.

Mr. Allison stated that this item will be on the agenda for the next meeting so that Ms. Turner and Mr. Moody have time to review the memo.

## **2. LLEC Earth Product Removal – Public Hearing Waiver (Town Administrator)**

Mr. Pacheco explained that the Board recently approved a permit for LLEC, but as had been previously explained that they had been behind and therefore need to file for another permit to get caught up. The bylaws state that the Board should schedule a public hearing unless it determines that it can be waived. He suggests that the Board might consider waiving this requirement since they had a public hearing recently. He notes that the Town sees no change in operation or any change changes to the permit.

Ms. Turner stated that while she thinks that LLEC is a “decent operation” she thinks that the Select Board needs to treat every applicant for any kind of permit consistently and equitably. She states that she had asked Mr. Pacheco what burden there was for the town to hold the public hearing, and that the only costs would be a mailing to abutters, at a couple of hundred dollars. She believes that the business owner of LLEC needs to understand and abide by the permitting rules so as not to create favoritism. Mr. Moody concurs that once a precedent is set, it makes it easy for someone else to try to do it. Mr. Allison asked if a sidewalk had been included in the recent permit; Mr. Pacheco concurred that it was. Mr. Allison asked how long LLEC has been doing business in town; Mr. Pacheco stated at least 12-15 years, and most likely longer. Mr. Allison stated that he wants to be consistent, but since the Board just held a public hearing and a sitewalk, that he doesn’t see a reason to put this business through this again. Ms. Turner stated that it isn’t a hardship. He agrees that they need to be treated fairly but this doesn’t seem reasonable. Mr. Allison moved to approve the LLEC Earth Product Remove Public Hearing Waiver. No second was offered.

Mr. Pacheco will schedule a public hearing; it cannot be on the next agenda because the mailing needs to occur first, and it will need to be advertised for fourteen (14) days.

## **VIII. APPOINTMENTS AND RESIGNATIONS**

### **Appointments**

#### **Personnel Board – Staggered terms of three years**

- Jean Bean
- Jay Riley
- Denise Hurley
- Stan Starr
- Ann Fleury

Mr. Moody reports that he spoke to Ms. Charton, HR Director, today, and that she thinks that there needs to be revision to the personnel bylaws before this Board is appointed and that she does not see qualified individuals among the applicants. Mr. Moody would like to have at least one HR professional on the board.

Ms. Turner stated that she also spoke with Ms. Charton today. Ms. Turner would like the

Board to meet with Ms. Charton. She stated that while Ms. Charton spoke highly of the applicants, there was nobody with direct experience. Ms. Turner thinks that the Personnel Board needs a good start with recommended changes already incorporated in the bylaw. She thinks that this needs to be addressed at a fall town meeting so that a Personnel Board could start clean.

Mr. Allison moved to appoint Jean Bean, Stan Starr, and Denise Hurley to the Personnel Board with staggered terms of three years. Seeing no second, Mr. Allison moved to disband the Personnel Board "seeing that we can't figure out what to do." No second was heard.

#### **Economic Development Committee**

- Lenay Yorko

Mr. Allison has read the application from Lenay Yorko and thought it looked good. He asked for input from the other Board members. Ms. Turner thanked Ms. Yorko for applying. Ms. Turner noted that in earlier conversation with Mr. Willison of the Planning Board, he had suggested that a new member should be appointed who lived north of Route 117; she asked if this was a factor in this decision and is there more than one opening.

Mr. Allison stated that the Select Board can do whatever they want, and that this is the only application before the Board. Mr. Moody notes that while he understands Mr. Williston's position, this Committee represents the entire town and may work on a variety of projects not in North Lancaster.

*Ms. Turner moved to appoint Lenay Yorko to the Economic Development Committee, term to expire 6/30/2022. Ms. Turner also suggested that the size of the Board might be expanded, with the focus being on attracting members from North Lancaster. Mr. Moody seconded.*

Mr. Allison recognized Ms. Yorko, who introduced herself and talked about her desire to become involved. Relatively new to Lancaster, Ms. Yorko is interested in economic development so that she and others do not "age out" of Lancaster because of income.

*Vote taken, Jason A. Allison vote Aye; Jay M. Moody vote Aye; Alexandra W. Turner vote Aye. Motion passed. [3-0-0]*

#### **Memorial School Re-use Committee**

- Linda Cutler, Council on Aging (COA) representative

Ms. Turner states that she had been a representative on this committee and that the COA Board has voted to suggest that Linda Cutler assume that role.

*Ms. Turner moved to appoint Linda Cutler to the Memorial School Re-use Committee as the Council on Aging representative. Mr. Moody Seconded.* Ms. Turner stated that she would like to be the alternate and will discuss this further. After discussion, it was determined that board representatives on this Committee are not assigned terms. Ms. Turner noted that this committee has some alternates; for example, the Historical Commission has

an alternate, although the library does not. She would like to discuss this at the next meeting to create consistency. She would also like to have terms applied. Mr. Allison agreed to put this on an upcoming agenda.

*Vote taken, Jason A. Allison vote Aye; Jay M. Moody vote Aye; Alexandra W. Turner vote Aye. Motion passed. [3-0-0]*

## **Resignations**

### **Assistant Wiring Inspector**

- David Hinckley, effective October 31, 2021

Ms. Turner offered a motion to accept the resignation of David Hinckley from the position of Assistant Wiring Inspector, effective October 31, 2021 with thanks for his many years of service. Mr. Moody seconded. Mr. Allison asked Mr. Pacheco to have Ms. Charton do an exit interview with Mr. Hinckley.

*Vote taken, Jason A. Allison vote Aye; Jay M. Moody vote Aye; Alexandra W. Turner vote Aye. Motion passed. [3-0-0].*

## **IX. LICENSES AND PERMITS**

### **Application for License Theatrical Exhibitions, Public Shows, Public Amusements and Exhibitions of Every Description Held on Weekdays and Sundays**

Applicant:	Dean and Flynn, Inc. dba Fiesta Shows
Event:	Fiesta Shows in partnership with Bolton Fair, Inc. to host 2nd Annual Lancaster Holiday Light Show.
Operating Dates:	November 24, 2021 – January 2, 2022
Operating Hours:	Sunday – Thursday – 5pm-10pm Friday – Sunday, Holidays 5pm- 11pm

Mr. Moody moved to grant a License for Theatrical Exhibitions, Public Shows, Public Amusements and Exhibitions of Every Description held on Weekdays and Sundays to Dean and Flynn, Inc., d/b/a Fiesta Shows, in partnership with the Bolton Fair, Inc., to host the 2<sup>nd</sup> Annual Lancaster Holiday Light Show from November 24, 2021 until January 2, 2022, with operating hours of Sunday through Thursday from 5 pm – 10 pm, and on Friday through Sunday, and Holidays, from 5 pm – 11 pm. Ms. Turner seconded the motion.

Mr. Moody stated that he has mixed feelings about last year's show because he could not get out of his driveway for two hours every evening for a month. He will be happy if the proposed new traffic pattern works. Mr. Allison reports that he has received the same complaint from residents. Mr. Allison asked Mr. Pacheco when they would need to start setting up; Mr. Pacheco replied within the next few weeks.

Mr. Allison recognized Eugene Dean, the applicant, who addressed concerns about traffic, explaining the new pattern. The exit and entrance areas will be moved and spread out so that cars in queue can now be about 120 instead of 40, alleviating congestion on the roads. These changes have been made based on the applicant's meetings with the former Police Chief. Ms. Turner would like to review the new traffic pattern. She also expressed concerns from last year about cars being stuck in the mud. She would like to continue this topic to the 29<sup>th</sup>.

Mr. Moody asked when the applicant would need to know. Mr. Dean stated within a few weeks. Mr. Allison suggested that this could be on the agenda for the next regularly scheduled Select Board meeting on October 4, 2021.

*Ms. Turner made the motion to Table this action until the October 4, 2021 meeting. Mr. Allison seconded. Vote taken, Jason A. Allison vote Aye; Jay M. Moody vote Aye; Alexandra W. Turner vote Aye. Motion passed. [3-0-0]*

## **X. OTHER/UNFINISHED BUSINESS**

- **Annual Town Report**

Estimated due date for the Annual Town Report will be December 2021. Mr. Pacheco noted that many of the Reports from Boards, Committees and Department are in and hopes that this will expediate when the Annual Town Report will be ready.

- **Code of Conduct Policy**

The Select Board has received and reviewed the resident comments submitted. Mr. Allison would like to turn them over to Ms. Charton to compile them into a draft document and send to the Select Board for review. Ms. Turner has spoken to Ms. Charton and would like to work with her to develop this document. Mr. Allison suggests that the Board just let Ms. Charton take this on and review it at the October 4 meeting.

- **DCAMM**

Ms. Turner is looking forward to meeting with DCAMM on the 29<sup>th</sup>.

- **North Lancaster Settlement**

This topic was covered earlier in the meeting.

- **Aggregation**

Mr. Pacheco reported that Colonial Energy attended the last Energy Commission meeting and he understands that they need to meet again. Mr. Pacheco pointed out to the Select Board that there is information in their meeting packets as to how the aggregation has been performing against National Grid basic service rates.

- **Gazebo Ramp**

Materials have been ordered and the goal is to have this complete by Halloween. Dig safe will be called.

- **Status Barrett Planning Group**

There is a memo to the Select Board in their meeting packet on this topic. The Select Board needs to review this document and approve it before distribution to the Planning Board.

- **Audit Services**

Powers & Sullivan is under contract for the FY22 Audit. This can be a future agenda item for the Select Board. Mr. Pacheco explained that this is an exempt service and needs no action in the short term. He questioned whether this topic belongs on Unfinished Business because there is no current action to take. Ms. Turner would like to convene an audit committee; she recently attended a meeting on this topic with Mr. Pacheco, Ms. Garipey, and Sue Smiley and would like Mr. Pacheco to post the link to this meeting found on the Department of Revenue's YouTube channel. Mr. Pacheco advises that it was previously sent to the Board on August 4 at 9:24 am.

Mr. Allison asked what actions were needed to retire this topic. Ms. Turner stated that the Board needed to vote on whether or not to assemble an Audit Committee who would select the auditor. Mr. Allison asked if anything precluded making the motion today. Ms. Turner suggested that she can offer a better motion, talking about the composition of the Audit Committee at the next meeting.

- **0 Hardy Street**

Value has been re-adjusted to \$1,100.00. Property was listed as buildable but is a non-buildable land locked parcel. Mr. Pacheco has asked Jim Cupola, the town's tax title attorney, to take a second look at the taking of this property to make sure nothing was missed. Ms. Turner expressed concern at spending money on a low cost parcel. She suggests that the Town might occasionally have a Large Land Auction that would draw more attention and get better prices. Mr. Pacheco notes that any costs incurred are passed on to the buyer, so the net cost to the Town is zero; this includes legal costs.

It was confirmed that the lot was never buildable as defined under zoning, and there was nothing that would have grandfathered the lot in. Mr. Pacheco explained that the question was whether or not the parcel had frontage on a public way and therefore could be made buildable. Based on the title work that has been done, the property was listed incorrectly as buildable, but in truth is a non-buildable landlocked parcel. Mr. Pacheco wants a better review of the title, because that will deal with the question of an abutting parcel that is listed as a road on an old subdivision plan, but is, in actuality, not a road. It was never accepted as a public way and does not meet subdivision standards.

<b>XI. NEW BUSINESS</b>
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*\*This item is included to acknowledge that there may be matters not reasonably anticipated by the Chair*

Mr. Allison reports that he has had feedback on the Economic Development Committee and a recent meeting. He is concerned that this committee is "staying in its lane" and will watch their most recent meeting to see if follow-up is needed. This may be a topic on a future agenda.

Ms. Turner had a concern from people about growth of Perkins. She would like, as a member but not speaking on behalf of the Board, to meet with the Director to clarify any concerns.

Ms. Turner would like to thank Sandee's Restaurant for providing amazing music for the 10<sup>th</sup> anniversary party at the Council on Aging Community Center and for providing food, to the volunteers, and to Chief Moody for getting wet in the dunk tank.

## **XII. COMMUNICATIONS**

- Select Board's next special meeting will be held via Zoom on Wednesday, September 29, 2021 at 6:00pm.
- Select Board's next regular meeting will be held via Zoom on Monday, October 4, 2021 at 6:00pm

## **XIII. ADJOURNMENT**

*Select Board member Alix Turner made a Motion to adjourn the meeting; seconded by Mr. Moody. Jason A. Allison, Aye, Jay A. Moody, Aye, Alexandra W. Turner, Aye. [3-0-0]*

Respectfully submitted

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Jay M. Moody Clerk  
Approved and accepted:





## **SCHEDULED APPEARANCES & PUBLIC HEARINGS**

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The Town of Lancaster (pop.8K) has an opening for a Local Building Inspector to enforce the state building code and local zoning bylaws. In an addition to assisting with conducting plan reviews and issuing building permits, the duties include inspecting buildings under construction, plan review, and investigate complaints. Minimum of five years' experience in supervision of building construction, Massachusetts Building Supervisor's License, ability to access all areas and levels of construction, and use computer office applications. Ability to obtain state certification required. Starting Salary \$64,286 up to \$85,083. Position is open until filled. Letter of interest and resume should be addressed to Orlando Pacheco, Town Administrator, 701 Main Street, Suite 1, Lancaster, MA 01523 or [opacheco@lancasterma.net](mailto:opacheco@lancasterma.net) AA/EOE



## **LOCAL BUILDING INSPECTOR/ ZONING & CODE ENFORCEMENT OFFICER**

### **Position Purpose:**

The purpose of this position is to perform administrative, supervisory, and inspection work related to the enforcement and interpretation of the state building code, the local zoning bylaws, and other applicable regulations; all other related work as required. The Local Building Inspector/Zoning Code Enforcement Officer is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

### **Supervision:**

*Supervision Scope:* Performs varied and responsible functions of a technical nature requiring considerable initiative and independent judgment in the planning, administration and execution of the department's services. Works independently in formulating decisions regarding policies, procedures, operations and department plans.

*Supervision Received:* Works under the policy direction of the Board of Selectmen and Town Administrator in accordance with applicable provisions of the Massachusetts General Laws and town bylaws. Establishes short- and long-range plans and objectives, and assumes responsibility for department results. The position is subject to review and evaluation according to the town's personnel plan.

*Supervision Given:* None Directly

### **Job Environment:**

Site inspection work is performed outdoors with exposure to weather extremes and inclement weather. Required to traverse uneven terrain and is subject to the hazards associated with construction sites. Work environment is moderately noisy and at times very loud. Administrative work is performed in an office environment.

Operates an automobile, hand tools, a computer, telephone, and other standard office equipment.

Makes frequent contacts requiring perceptiveness and discretion with the general public, other town departments/boards/committees, members of the building community, attorneys, property owners, and state/federal officials.

Has access to department-related confidential information such as personnel records, bid proposals and personal information about citizen's property, which requires the application of appropriate judgment, discretion and professional protocols

Errors in either the technical application of recognized building procedures, or in the interpretation of related data could result in damage to property, endanger public safety, have financial and/or legal implications, and cause adverse public relations.

### **Essential Functions:**

Local Building Inspector/  
Zoning Code Enforcement Officer  
Town of Lancaster

*(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)*

Examines plans and construction documents for new building construction and/or alteration for compliance with state building code and zoning bylaws. Issues building permits; collects associated fees. Writes violation notices when necessary.

Confers with builders, architects, engineers, property owners, and the general public regarding construction requirements, application of the zoning by-law, and other related matters.

Inspects new buildings under construction and upon completion, as well as repair and alteration work during the process and upon completion for conformity with state building code, approved plans, and zoning restrictions.

Investigates complaints of alleged zoning violations. Conducts earth products removal inspections. Issues all necessary notices and orders when complaints are verified. Prepares documents and all evidence to be used at District and Superior Courts. Confers with Town Counsel as required.

Periodically inspects hotels, restaurants, places of assembly, day care centers, schools, etc. to ensure compliance with state building code. Works with the Board of Health and the Board of Assessors.

Maintains records, prepares reports, and the annual budget. Maintains records of all collected fees.

Acts on any questions relating to mode or manner of construction, materials used, occupancy, and maintenance of all buildings and structures.

Acts as the town's Disability Compliance Coordinator for physical facilities. Determines compliance of existing and proposed public facilities.

Regular attendance and punctuality at the workplace is required.

Performs similar or related work as required, directed or as situation dictates.

**Recommended Minimum Qualifications:**

**Education, Training and Experience:**

High school education and five years of experience in the supervision of building construction or design; or a Bachelor's degree in a related field; or any equivalent combination of education and experience.

**Special Requirements:**

Local Building Inspector/  
Zoning Code Enforcement Officer  
Town of Lancaster

Possession of a valid motor vehicle operator's license.

Knowledge, Ability and Skill:

*Knowledge:* Thorough knowledge of the Massachusetts State Building Code, local zoning bylaws, and other applicable state statutes and regulations. General knowledge of the accepted requirements for building construction, fire prevention, light, ventilation, egress, electrical, heating, refrigeration, and plumbing installations. General knowledge of other equipment and materials essential for life safety, comfort and convenience of the occupants of a building of structure. Thorough understanding of field inspection practices.

*Ability:* Ability to read and interpret blueprints, drawings, and plans. Ability to analyze and interpret laws, by-laws, rules, regulations, standards, and procedures, and apply them to specific situations and cases. Ability to enforce regulations firmly, tactfully, and impartially. Ability to establish and maintain effective and harmonious working relationships with town officials, the public, and members of the building community. Ability to communicate effectively in written and verbal form. Ability to prioritize multiple tasks and deal effectively with interruptions. Ability to operate standard office equipment.

*Skill:* Skill in all of the above listed tools and equipment.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Regularly required to access all levels of a construction site, buildings, and structures. Must be able to climb a ladder/fence/stairs. May spend a large portion of shift standing and/or walking. Uses hands to manipulate/operate tools and equipment. Occasionally lifts and/or moves objects weighing up to 30 pounds. Communicates verbally and in writing.

*(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.)*

Local Building Inspector/  
Zoning Code Enforcement Officer  
Town of Lancaster





## Kathi Rocco

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**From:** Sandra Charton  
**Sent:** Thursday, September 30, 2021 1:19 PM  
**To:** Kathi Rocco  
**Cc:** Mark Grasso  
**Subject:** Building Inspector Interviews - Confirmation for October 4th  
**Attachments:** Brian Gingras.pdf; Bentley Herget.pdf

6:05 – Brian Gingras  
6:30 – Bentley Herget

See enclosures.

Can you send me zoom link that I can forward to them?

Many thanks.

Sandi Charton  
Interim Director of Human Resources  
Town of Lancaster  
701 Main Street  
Lancaster, MA 01523  
(978) 365-3326  
[scharton@lanasterma.net](mailto:scharton@lanasterma.net)

The contents of this email and any attachments are the property of the Town of Lancaster Massachusetts and subject to the Public Records Law, M.G.L. c. 66, section 10. When writing or responding, please remember that the Massachusetts Secretary of State's Office has determined that email is a public record and not confidential.



Brian Gingras  
978-479-4881  
bgingras@earthlink.net

August 5, 2021

Good Afternoon,

I am writing to apply for the position of Local Building Inspector with the Town of Lancaster. I started my career in the construction industry as a general contractor and custom fabricator working in both residential and commercial construction.

I am currently certified as a Local Building. Currently I am a Local Building Inspector for the City of Woburn. My work with the City of Woburn has allowed me to be involved in many different aspects of building department and zoning administration, from reviewing applications for building code and zoning compliance to designing and implementing a complete building department management software system to automate a significant amount of the workload within the department.

Further details of my experience are included in my attached resume.

Thank you for your consideration and I look forward to hearing from you soon.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Brian Gingras', with a long horizontal flourish extending to the right.

Brian Gingras

67 TOWNSEND STREET  
PEPPERELL, MA 01463  
(978) 479-4881  
BGINGRAS@EARTHLINK.NET

## BRIAN J. GINGRAS

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### CERTIFICATIONS AND SKILLS

- Certified Local Building Inspector (State approval for Commissioner exams, attached)
- FEMA ICS 100 Certification
- Department of Homeland Security HAZMAT Training
- OSHA 10
- SERV Safe Food Manager
- Post Disaster Rapid Structural Assessment Training
- Excellent software skills using Microsoft Products, LaserFiche, Viewpoint
- Adept in the use of GIS
- Familiarity with Massachusetts General Law, including MGL, Ch. 40A

### EXPERIENCE

#### **City of Woburn, Mass** — *Local Building Inspector*

February 2011 - PRESENT

- Provide customer service in the office, on the phone, via email, and in the field with regards to all aspects of building and zoning related questions, issues and complaints.
- Review applications, plans, and specifications for compliance with local zoning bylaws, municipal code, and state building code.
- Perform field inspections related to ongoing construction and improvements.
- Inspect establishments for compliance with applicable code and local bylaws.
- Review and investigate complaints regarding local zoning bylaws, municipal code and state building code, and issue cease and desist orders and/or file non-criminal complaints in District Court as needed.
- Designed, wrote and currently manage permitting software used to review, issue, and track permits, annual certifications, complaints and inspections, and to streamline workflow.
- Design and maintain all paper and PDF format applications for permits, complaints, and carbonless inspection reports.
- Support the office staff with technical assistance with regards to software and hardware issues.
- Compile reports including annual reports and Green Communities reporting
- Review filings, as requested, for zoning relief and special use permits and provide comments and/or testimony before various boards and

#### **City of Lowell, Mass** — *Local Building Inspector*

2010

- Inspect establishments for compliance with applicable code and local bylaws.
- Filled in in various roles while the department underwent a transition.

#### **Town of Athol, Mass** — *Local Building Inspector*

2008 - 2009

- Review applications, plans, and specifications for compliance with local zoning bylaws, municipal code, and state building code.
- Perform field inspections related to ongoing construction and improvements.
- Inspect establishments for compliance with applicable code and local bylaws.

#### **General Contractor/Self-Employed**

1994 - 2011

- Designed and constructed homes, additions and renovations through Central Massachusetts

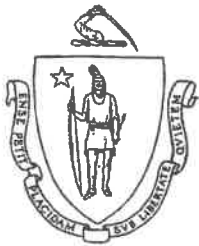
### EDUCATION

#### **UMass Lowell**

*Computer Science Program*

#### **Leominster High School**

*Graduated top 10% of my class with course work in computer science, vocation studies and advanced math and sciences.*



Deval L. Patrick  
Governor

Timothy P. Murray  
Lieutenant Governor

Kevin M. Burke  
Secretary

# The Commonwealth of Massachusetts

## Department of Public Safety

Board of Building Regulations and Standards

One Ashburton Place, Room 1301

Boston, Massachusetts 02108-1618

Phone (617) 727-7532 Fax (617) 227-1754

[www.mass.gov/dps](http://www.mass.gov/dps)

Thomas G. Gatzunis, P.E.  
Commissioner

Gary Moccia, P.E.  
Chairman

Alexander MacLeod, R.A.  
Vice Chairman

Robert Anderson  
Administrator

January 10, 2008

Mr. Brian Gingras  
57 Elm Street  
Leominster, MA 01453

**RE: Building Code Enforcement Official Certification**

Dear Mr. Gingras:

This letter is to acknowledge receipt of your qualifications requesting approval to proceed with the examination process to become certified as a building code enforcement official.

In accordance with 780 CMR – 110.R7.2.4.1 and 2.5.1 the Certification Committee determines you meet or exceed the qualifications for the positions of *Local Inspector* and *Inspector of Buildings / Building Commissioner*.

**This shall serve as notification to proceed with the required examination process for both sets of exams.**

Enclosed, you will find a package of information pertaining to the Commonwealth's certification process. Please read these documents carefully; they contain information vital to the certification program. Please keep this office apprised of your progress towards certification.

If you have any questions regarding this matter, please contact Kim Spencer @ 617-727-3200 extension 25236 or [kimberly.spencer@state.ma.us](mailto:kimberly.spencer@state.ma.us).

Very truly yours;

**BUILDING OFFICIAL CERTIFICATION COMMITTEE**

Robert Anderson  
BBRS Representative

cc: File  
bbrs\certif\approvalforexam



Bentley R. Herget  
25 West St  
Pepperell, MA 01463  
978-877-9677

August 6, 2021

Orlando Pacheco  
Town Administrator  
701 Main St  
Lancaster, MA 01523

The Building Inspector/Commissioner is more important now than ever, with increasing construction growth, new designs and building methods, as well as the legal aspects of code administration, zoning, conservation and planning. I have over seventeen years experience as a building official. I would like to offer my experience and education to the Town of Lancaster in the position of Building Commissioner.

Highlighted below are some of my qualifications:

- Building Commissioner/Facilities Manager for the Town of Boxborough, MA
- Certified Building Commissioner for the Commonwealth of Massachusetts
- Extensive knowledge of zoning issues and complaints
- Skills updated continuously through various classes and meetings
- Respected by the residents, contractors and town departments
- Proven ability in town policies and procedures
- Created and maintained departmental budget
- Conduct all phases of inspections, both residential and commercial, according to ICC/Massachusetts's state building code
- Many years experience in residential, commercial, and industrial construction, remodeling and inspection
- Over seventeen years experience as a certified building official

I sincerely appreciate your serious consideration of my application for the position of Building Commissioner for the Town of Lancaster and look forward to hearing from you soon.

Thank you,

Bentley R. Herget, C.B.O.

***Bentley R. Herget***  
***25 West St, Pepperell, MA 01463***  
***978-877-9677***

***Objective:*** To utilize my years of experience as a Building Inspector / Commissioner as well as my experience in the construction field.

***Education & Certification:***

- ICC Certified Building Commissioner
- ICC Certified Local Inspector of Buildings
- ICC Certified International Energy Conservation Code
- OSHA Training certified
- Participate in on-going education

***Experience:***

- Building commissioner for the Town of Boxborough – 8/18 – 7/21
- Employed as the Building Commissioner for the Town of West Boylston – 2/16 – 8/18
- Employed as the Building Commissioner for the Town of Philipston – 6/15 – 7/19
- Employed as the Building Inspector for the City of Fitchburg for four and one-half years – 12/10 – 6/15
- Employed as the Building Commissioner for the Town of Groton for two and one-half years – 8/07 – 6/10
- Employed as the Building Commissioner for the Town of Clinton for one and one-half years – 3/06 – 8/07
- Employed as the Assistant Building Inspector for the Town of Groton for three and one-half years – 9/02 – 3/06
- Over 20+ years experience in the commercial and residential construction fields.

***Achievements:***

- Implemented Permit Pro – online permitting and inspections to the Town of Boxborough
- Created and operated within an annual budget for the Town of Clinton while cutting costs by 20%.
- Streamlined the Town of Groton Building Department with reorganization of the permitting process, resulting in an increase in timely permit application approvals.

***Skills:***

- Certified Building Commissioner/Zoning Enforcement Officer/Building Inspector
- Experienced in online permitting and inspections
- Excellent at working with citizens in a friendly and professional manner, including matters such as handling zoning complaints and answering building and zoning questions.
- Experienced in advising various town boards in regards to building projects, including the Board of Health, Conservation Committee, Planning Board, and Zoning Board



## **V. BOARDS, COMMITTEES & DEPARTMENT REPORTS**

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## **Town Administrator Report**

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# **TOWN ADMINISTRATOR's REPORT**

**10/4/2021**

## **LLEC EPR Permit**

We have scheduled a public hearing on the LLEC EPR Permit for the next meeting. Included for your review prior to the public hearing are the updated bond and a draft permit in hopes we can move the process along timely. Please forward any questions or requests to me prior to the meeting

## **Dispatch Audit**

We have completed the audit for the Nashoba Valley Regional Dispatch District. The overall audit report shows good operating financial management. The district is currently undergoing a search for a new Executive Director which could lead to some additional staffing changes within the District.

## **Diversity, and Inclusion Certificate / Training**

I recently participated in Diversity and Inclusion training as part of the ongoing changes in personnel management. The month-long course was taken on my personal time but this topic, which is becoming more prevalent in the workplace, is something we need to factor in when making various policy and personnel decisions.

## **Lancaster School Potential Capital**

I recently met with the School Facilities Director, Principals and Supt. of Schools. In discussing the building needs with them the attached is a "draft" potential capital plan. The overall MRE/LBMS campus is in good working order and well maintained but some items are going to require attention in the near future.

## **NRSD Building Committee Update**

The committee has official selected SKANSKA to be the Owner's Project Manager (OPM) for the NRHS Building Project. The OPM will be the primary coordinating party for feasibility and possibility construction phase. I will be a representative on the designer selection committee.

## **MS4 Permit**

The Town has submitted an updated MS4 permit to the Environmental Protection Agency. The EPA Region 1 will review the submittal and send comments back to the Town, and/or approve the submittal. The MS4 Permit is good for 3 years.

## **Right of First Refusal-0 Deershorn Road (Map 41 Parcel 34)**

The Board of Assessors is requesting the Board of Selectmen take formal action on a right of first refusal for Map 41 Parcel 34. I would like to schedule this for the next meeting. The Land Trust has transferred the property to David Rota but in order to get close out the transfer.

## **CPA/Town Meeting update**

The Attorney General's Office has approved the Bylaw submittals and amendments from the Annual Town Meeting. With the CPA Committee approved the Board should start to solicit representatives to serve from the various committee and at large. The CPA funds started to be collected with the July 1 tax bills.



**BOND NUMBER:** 107514403

KNOW ALL MEN BY THESE PRESENTS, That, LLEC CORP  
of 139 GREENLAND RD STERLING, MA 01564-2607  
called the Principal, and Travelers Casualty and Surety Company of America, a corporation  
organized and existing under the laws of the State of Connecticut, called the Surety, are holden  
and stand firmly bound unto the **Town of** LANCASTER, MA called the Obligee, in  
the full and just sum of Fifty Thousand (\$50,000.00) Dollars for the  
payment whereof said Principal and Surety bind themselves, their successors and assigns and  
their heirs, executors and administrators, jointly and severally by these presents.

WHEREAS, the Principal has been granted a permit to remove **Earth** from the property of  
Town of Lancaster.

NOW THEREFORE, if the Principal shall well and truly keep and perform, during said period all  
the terms and conditions and restrictions set forth in the permit in connection with the removal of  
Earth then this obligation to be void; otherwise it shall remain in full force and effect.

IT IS FURTHER UNDERSTOOD AND AGREED that the period of this bond shall be from  
September 30, 2021 to September 30, 2022.

The Surety may cancel this bond at any time by filing with the Obligee fifteen (15) days written  
notice sent by Certified Mail, Return Receipt Requested, of its desire to be relieved of liability.  
The Surety's liability is limited to claims made during the terms of the bond.

IN WITNESS WHEREOF, the said Principal and Surety have caused these presents to be  
signed and their seals affixed hereunto this 28 day of September, 2021.

LLEC CORP

Michelle Cournoyer

(Witness)

By:

James Simpson

Travelers Casualty and Surety Company of America



By:

Russell E. Vance

, Attorney-in-Fact



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company  
Farmington Casualty Company

# POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Russell E. Vance**, of Hartford, CT, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the following bond:

**Surety Bond No.: 107514403**

**Principal: LLEC CORP**

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is


**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28** day of **September, 2021**.



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.





## **IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE**

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html)

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

**TOWN OF LANCASTER  
NOTICE OF PUBLIC HEARING  
APPLICATION FOR SPECIAL PERMIT  
TO REMOVE EARTH PRODUCTS RENEWAL**

Notice is hereby given that a Public Hearing will be held on Monday, October 18, 2021 at 6:10 P.M. via ZOOM, to consider the application of James Simpson, dba LLEC Inc., 139 Greenland Road, Sterling, MA for renewal of a Special Permit To Remove Earth Products (Sand and Gravel) from a parcel of land located westerly of I-90, Easterly of Jungle Road, identified on the Lancaster Assessors' Maps as Map 23, Parcels 7, location approximately 700 feet Easterly from the intersection with Jungle Road. A copy of the Application and Engineering Plans may be viewed in the Select Board's Office, Prescott Building, 701 Main Street, Suite 1, Lancaster, MA between the hours of 9:00 a.m. and 4:00 p.m. Monday through Thursday. All persons interested in providing comment should attend and be heard.

**LANCASTER SELECT BOARD**

Jason A. Allison, Chairman

Jay M. Moody, Clerk

Alexandra W. Turner, Member

The Item – 9/24/2021 & 10/01/2021 (2x)

**LLEC, INC.**



**TOWN OF LANCASTER, MASSACHUSETTS  
SELECT BOARD  
SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

**In accordance with Article 12 of the Zoning Bylaws, the Select Board hereby grants to the Applicant a Special Permit to remove earth products, subject to the conditions noted herein.**

**Name of Applicant/Grantee:** James Simpson

**Address of Applicant/Grantee:** 139 Greenland Road, Sterling, MA 01566

**Company Name:** LLEC, Inc.

**Company Address:** 139 Greenland Road, Sterling, MA 01566

**Permit Issue Date:** August 20, 2020

**Permit Expiration Date:** August 20, 2022

**Conditions:**

1. Description of Area: All earth removal and related site work shall be in accordance with the approved Earthen Products Removal plans for Gravel Removal Special Permit, dated July 2012, as prepared by Andrysick Land Surveying, and as modified by the terms and conditions of this Special Permit. Also, modifications to the plans for the Central Excavation portion of the site, as notated on the Notice of Intent Plans dated July 31, 2012, and in agreement with the resulting Conservation Commission Hearing of August 21, 2012 have become conditions of this permit.
2. The site shall be restored with a minimum depth of nine inches of loam which shall be capable of supporting grass growth unless the applicant can document a lesser amount pre-exists on site, in which case the applicant will be responsible for the lesser amount. The site shall be restored upon completion of the earth removal authorized by this special permit. The area shall be hydroseeded and the planted area shall be protected from erosion during the establishment period using sound conservation practices. Areas that wash out shall be repaired immediately. Trees or shrubs of prescribed species shall be planted to provide screening and reduce erosion during the establishment period.
3. No top or subsoil shall be removed from the site. An estimated 5,000 cubic yards will be stripped from the site, but due to the ongoing restoration program, less than 1,000 cubic yards will be stockpiled at any one time. Estimated amount of earth products to be removed is 395, 700 cubic yards.



**TOWN OF LANCASTER, MASSACHUSETTS  
SELECT BOARD  
SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

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4. Provisions for dust control shall be in place prior to commencement of the earth removal operations. Abutting public right-of-ways and abutters shall be kept clear of construction debris and dust.
5. Dust Control measures shall be undertaken as specified in the approved plans.
6. Active work areas shall be limited to five (5) acre parcels in each of the Northern and Central Excavations, in accordance with the approved phasing plans.
7. At least two (2) of the five (5) acres shall be restored before work commences (including building haul roads) on the subsequent phases. All restoration work shall be completed within 30 days after expiration of a permit or upon cessation of operations within any phase.
8. A maximum slope of three foot horizontal to one foot vertical (3:1) is required; 4:1 within any buffer zone of a resource area as shown on the approved plans.
9. The hours and days for which trucks are allowed to remove earth materials from the site shall be limited to 7:00 am – 4:30 pm Monday through Friday and 8:00 am – Noon on Saturdays, except for Federal and State Holidays. Alteration of this time schedule may be accomplished only by prior approval of the Select Board.
10. All entrances to the facility shall be gated and locked to prevent unauthorized entry during non-working hours. Proper signage must also be posted within the site to advise drivers of site conditions. Truck entering signs shall also be erected along the abutting right-of-ways to warn motorists of truck traffic from the site.
11. Truck trips from the site shall not exceed 32 (loads) within any given day. Alteration of this trip schedule may be accomplished only by prior approval of the Select Board based upon an approved traffic management plan approved by the Chief of Police.
12. A minimum of two (2) groundwater-monitoring wells shall be installed. Groundwater levels shall be checked on a quarterly basis and data provided to the Town. A minimum depth to groundwater separation of 6-feet shall be maintained at all times. Areas which fall within the Town's water resource overlay district shall maintain a minimum depth to groundwater separation of 10-feet. Two respective monitoring wells shall be installed in the following locations:
  - a. Near the southernmost extent of the Central Excavation approximate to the intersection of the 200' riparian zone buffer and the Zone II wellhead protection buffer



**TOWN OF LANCASTER, MASSACHUSETTS  
SELECT BOARD  
SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

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- b. Near the southeastern corner of the Central Excavation approximate to the location of the 100' wetland buffer and the 200' riparian zone.
13. Provide a minimum of three (3) permanent benchmarks with elevations for each active phase of the operation.
14. The land shall be left so that natural storm drainage leaves the property at the original natural drainage points and so that the total discharge at peak flow, and the area of drainage at anyone point, is not increased, and so that the hydrograph of any post-development receiving body of water is the same as that of the pre-development hydrograph per the approved plans.
15. No stumps shall be buried on-site.
16. A Surety Bond, Irrevocable Standby Letter of Credit, or Cash Account in the amount of \$50,000 shall be provided to the Town prior to commencement of any work authorized under this special permit in order to secure compliance with the terms and conditions hereof. The Surety Bond, Irrevocable Standby Letter of Credit, or Cash Account shall remain in effect during the term of the Special Permit.
17. The excavations, fills or side cuts shall be set back a minimum of one hundred (100) feet from the abutter's property lines or public right-of-way. The following exceptions apply:
  - a. The 100-foot buffer is waived for the western portion of the site which abuts the existing earth removal operation in Leominster in order to provide access to the LLEC, Inc. site.
18. No areas should be excavated so as to cause accumulation of standing water. Excavation areas shall be graded to provide positive drainage in accordance with the approved stormwater management plan.
19. Agent(s) assigned by the Select Board shall conduct inspections. All costs for outside consultant services used for inspection purposes shall be paid for by the permit holder. Funds shall be deposited into a Consultant Review Account. Inspections shall be scheduled on an annual basis and at other times as needed.
20. Recommendations for permit compliance cited in inspection reports shall be addressed by the Applicant before the next subsequent inspection, or the permit may be subject to revocation by the Select Board following a hearing.
21. Separate from the normal permit renewal process, the Applicant shall remain vigilant in renewals of local and federal stormwater and wetlands permits for the facility so that current permits do not expire while operation of the facility continues.



**TOWN OF LANCASTER, MASSACHUSETTS  
SELECT BOARD  
SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

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22. If any conditions of this permit are violated, the permit is subject to revocation by the Select Board following a hearing.
23. This permit shall not be assigned to any other person other than the person or entity named herein, unless authorized in writing by the Select Board.
24. By exercising this special permit, the permit holder agrees to permit reasonable access onto the subject premises by the agents and employees of the Lancaster Select Board for inspection purposes consistent with the requirements of Condition 19.
25. By exercising this special permit, the permit holder agrees that he will not excavate in such a manner as to leave dangerous and unsightly conditions on the premises as a result of the excavation.

**Date of Public Hearing and Continuances:** October 18, 2021

**Location of Hearing(s):** Via ZOOM™

**Notice of Hearing, Names of newspapers:** The Clinton Item

**Date of Public Notice:** September 24, 2021, and October 1, 2021

**Certified List of Abutters:** See attached

**DECISION FINDINGS:**

With respect to the Special Permit, the Board finds, after soliciting and reviewing comments from other Town boards, departments, agencies, staff, and interested persons that reasonable measures have been or will be taken to:

- (a) Ensure that all requirements applicable to the special permit are fulfilled;
- (b) That the specific site is an appropriate location for the uses proposed;
- (c) That there is safe access from roads adequate for the traffic expected, adequate parking is provided and internal circulation is adequate for emergency vehicles;
- (d) That the Board of Health requirements for water and sanitation arrangements will be followed;



**TOWN OF LANCASTER, MASSACHUSETTS  
SELECT BOARD  
SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

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- (e) That the use as developed and operated will not adversely affect the neighborhood;
- (f) That the purposes of the Bylaw are substantially met.

The Select Board, the Permitting Authority, hereby grants this Permit on behalf of the Town of Lancaster.

SELECT BOARD:

\_\_\_\_\_, *Chair*  
Jason A. Allison

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

**ROSELLI, CLARK & ASSOCIATES**  
Certified Public Accountants



**NASHOBA VALLEY REGIONAL DISPATCH  
DISTRICT**

Report on Examination of  
Financial Statements  
Year Ended June 30, 2021



# **NASHOBA VALLEY REGIONAL DISPATCH DISTRICT**

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**ROSELLI, CLARK & ASSOCIATES**  
**CERTIFIED PUBLIC ACCOUNTANTS**

500 West Cummings Park  
Suite 4900  
Woburn, MA 01801

Telephone: (781) 933-0073

[www.roselliclark.com](http://www.roselliclark.com)

**INDEPENDENT AUDITORS' REPORT**

The Honorable Board of Directors  
Nashoba Valley Regional Dispatch District

**Report on the Financial Statements**

We have audited the accompanying financial statements of the Nashoba Valley Regional Dispatch District, which comprise the balance sheet and related statement of revenues, expenditures and changes in fund balances – budgetary basis, as of and for the year ended June 30, 2021 and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting standards of the Massachusetts Department of Revenue Municipal Accounting System (UMAS) which includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of those risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purposes of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the balance sheet and the related statements of revenues, expenditures and changes in fund balances – budgetary basis, and statement of revenues, expenditures and changes in fund balance – budget to actual as of and for the year ended June 30, 2021, in accordance with the financial report provisions of the Massachusetts Department of Revenue described in Note IB.

**Basis of Accounting**

The basis of accounting as described in Note IB, is the budgetary basis of accounting as prescribed by the Massachusetts Department of Revenue. This is a basis of accounting other than accounting principles generally accepted in the United States of America and is used to comply with the requirements of the Massachusetts Department of Revenue. Our opinion is not modified with respect to this matter.

**Restriction on Use**

The report is intended solely for the information and use of management, the Administrative Board, the member communities and the Massachusetts Department of Revenue and is not intended to be and should not be used by anyone other than these specific parties

*Roselli, Clark & Associates*

Roselli, Clark & Associates  
Certified Public Accountants  
August 30, 2021

**NASHOBA VALLEY REGIONAL DISPATCH DISTRICT**

**BALANCE SHEET - BUDGETARY BASIS**

**JUNE 30, 2021**

	General Fund	Grant Fund	Capital Stabilization	Total Governmental Funds
<b>Assets:</b>				
Cash and cash equivalents	\$ 120,332	\$ -	\$ 75,143	\$ 195,475
Receivables, net of allowance for uncollectibles				
Intergovernmental	-	195,498	-	195,498
Due from other funds	147,201	-	2,000	149,201
Prepaid expenses	2,681	-	-	2,681
<b>Total Assets</b>	<u>\$ 270,214</u>	<u>\$ 195,498</u>	<u>\$ 77,143</u>	<u>\$ 542,855</u>
<b>Liabilities:</b>				
Warrants and accounts payable	\$ 115,736	\$ -	\$ -	\$ 115,736
Accrued payroll and withholdings	11,895	-	-	11,895
Due to other funds	2,000	147,201	-	149,201
Grant anticipation notes	63,000	-	-	63,000
Other liabilities	-	-	-	-
<b>Total Liabilities</b>	<u>192,631</u>	<u>147,201</u>	<u>-</u>	<u>339,832</u>
<b>Fund Balance:</b>				
Restricted	-	48,297	-	48,297
Committed	-	-	77,143	77,143
Unassigned	77,583	-	-	77,583
<b>Total Fund Balances</b>	<u>77,583</u>	<u>48,297</u>	<u>77,143</u>	<u>203,023</u>
<b>Total Liabilities and Fund Balance</b>	<u>\$ 270,214</u>	<u>\$ 195,498</u>	<u>\$ 77,143</u>	<u>\$ 542,855</u>

See accompanying notes to financial statements.

**NASHOBA VALLEY REGIONAL DISPATCH DISTRICT**

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
YEAR ENDED JUNE 30, 2021**

	General Fund	Grant Fund	Capital Stabilization	Total Governmental Funds
<b>Revenues:</b>				
Member assessments fees - operations	\$ 1,313,813	\$ -	\$ -	\$ 1,313,813
Member assessments fees - stabilization	35,000	-	-	35,000
Intergovernmental	1,031,020	371,395	-	1,402,415
Departmental, fees, and other revenues	1,637	-	-	1,637
<b>Total Revenues</b>	<u>2,381,470</u>	<u>371,395</u>	<u>-</u>	<u>2,752,865</u>
<b>Expenditures:</b>				
<b>Current:</b>				
Salary expense	1,314,722	-	-	1,314,722
Employee benefits	192,234	-	-	192,234
General and administrative	288,730	-	-	288,730
Professional and legal fees	76,092	-	-	76,092
Property, maintenance and utilities	194,732	-	-	194,732
Retirement contribution	42,695	-	-	42,695
Support & incentive grant	227,000	-	-	227,000
EMD Grant	-	10,420	-	10,420
Capital outlay	-	271,781	-	271,781
<b>Total Expenditures</b>	<u>2,336,205</u>	<u>282,201</u>	<u>-</u>	<u>2,618,406</u>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<u>45,265</u>	<u>89,194</u>	<u>-</u>	<u>134,459</u>
<b>Other Financing Sources (Uses):</b>				
Transfer In	40,897	-	35,000	75,897
Transfer Out	(35,000)	(40,897)	-	(75,897)
<b>Total Other Financing Sources (Uses)</b>	<u>5,897</u>	<u>(40,897)</u>	<u>35,000</u>	<u>-</u>
<b>Net Change in Fund Balances</b>	51,162	48,297	35,000	134,459
<b>Fund Balances, Beginning</b>	<u>26,421</u>	<u>-</u>	<u>42,143</u>	<u>68,564</u>
<b>Fund Balances, Ending</b>	<u><u>\$ 77,583</u></u>	<u><u>\$ 48,297</u></u>	<u><u>\$ 77,143</u></u>	<u><u>\$ 203,023</u></u>

See accompanying notes to financial statements.

## NASHOBA VALLEY REGIONAL DISPATCH DISTRICT

### NOTES TO FINANCIAL STATEMENTS

AS OF AND FOR THE YEAR ENDED JUNE 30, 2021

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#### I. Summary of Significant Accounting Policies

The accompanying financial statements of the Nashoba Valley Regional Dispatch District (the "District") have been prepared in conformity with the budgetary basis of accounting as prescribed by the Massachusetts Department of Revenue. The significant accounting policies are described herein.

##### A. Reporting Entity

The Nashoba Valley Regional Dispatch is a Special Purpose Municipal District established by enabling legislation approved November 2011. It provides regional police and fire dispatch service for the Towns of Berlin, Bolton, Devens, Harvard, Lancaster, Lunenburg, and Townsend. An intermunicipal agreement between the seven communities governs the major terms of the joint venture. The operations of the District are governed by a seven-member Board of Directors.

The District has also considered all potential component units for which it is financially accountable as well as other organizations for which the nature and/or significance of their relationship with the District are such that exclusion would cause the District's financial statements to be misleading or incomplete. There are no component units that meet the requirements for inclusion in the District's financial statements.

##### B. Financial Statement Presentation

The fund financial statements are reported using the Uniform Municipal Accounting System (UMAS) a budgetary basis of accounting as prescribed by the Massachusetts Department of Revenue; this is very similar to the flow of current financial resources measurement focus and the modified accrual basis of accounting as prescribed by the Governmental Accounting Standards Board. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., measurable and available). Measurable means the amount of the transaction can be determined and available means collectible within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures are recorded when the related fund liability is incurred.

Long-term assets, long-term liabilities, deferred inflows and deferred outflows are not required to be reported and have not been included in these financial statements in accordance with UMAS.

##### C. Assets, Liabilities, and Fund Equity

*Deposits and Investments* – The District's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. Investments are recorded at fair value.

*Receivables* – The recognition of revenue related to accounts receivable reported in the financial statements is reported under the modified accrual basis of accounting.

Intergovernmental revenues are considered 100% collectible and therefore do not report an allowance for uncollectible accounts.

*Inventories and Prepaid Items* – The District does not maintain any inventory. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in the financial statements.

*Investment Income* – Excluding the permanent funds, investment income derived from major and nonmajor governmental funds is legally assigned to the general fund unless otherwise directed by state law.

*Long-term Obligations* – Long-term debt, if any, is reported in a long-term debt group of accounts as required by UMAS reporting standards. Bond anticipation notes are reported as liabilities in the balance sheet.

In the governmental fund financial statements, the face amount of long-term debt issued is reported as other financing sources. Premiums received on a debt issuance are reported as other financing sources while discounts are reported as other financing uses. Issuance costs are exclusively reported as general government expenditures regardless of whether they are withheld from the actual proceeds.

*Fund Equity* – In the fund financial statements, fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent in which the District is required to honor constraints on the specific purpose for which amounts in the funds can be spent.

Fund balance is reported in five components – non-spendable, restricted, committed, assigned, and unassigned as described below:

*Non-spendable* represents amounts that cannot be spent because they are either (a) not in spendable form (i.e. inventory or prepaid expenses) or (b) legally or contractually required to be maintained intact such as the corpus of an endowment.

*Restricted* represents amounts that have constraints placed either externally by third parties (creditors, grantors, contributors, or laws or regulations of other governments) or by law through constitutional provisions or enabling legislation. Enabling legislation authorizes the District to assess, levy, charge or otherwise mandate payment of resources (from external resource providers) and includes a legally enforceable requirement (compelled by external parties) that those resources be used only for the specific purposes stipulated in the legislation.

*Committed* represents amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the District's highest level of decision-making authority, which consists of the Board of Directors through votes taken at their monthly meetings. Those committed amounts cannot be used for any other purpose unless the Board of Directors removes or changes the specified use by taking the same type of action it employed previously to commit those amounts.

*Assigned* represents amounts that are constrained by the District's intent to be used for specific purposes but are neither restricted nor committed. The authority for assigning fund balance is expressed by the Board of Directors or their designee.

*Unassigned* represents amounts that have not been restricted, committed or assigned to specific purposes within the general fund and the nonmajor funds. The general fund is the only fund that reports a positive unassigned fund balance amount. Other governmental funds besides the general fund can report a negative unassigned fund balance amount.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources (committed, assigned and unassigned) as they are needed. When unrestricted resources (committed, assigned and unassigned) are available for use, it is the District's policy to use committed resources first, then assigned, and then unassigned as they are needed.

The District has not established financial policies with respect to maintaining minimum fund balance amounts.

#### **D. Excess of Expenditures Over Appropriations and Deficits**

The District has incurred no individual fund deficits in the current year.

#### **E. Use of Estimates**

The preparation of financial statements sometimes requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosure for contingent assets and liabilities at the date of the financial statements and the reported amounts of the revenues and expenditures/expenses during the fiscal year. Actual results could vary from estimates that were used.

## **II. Detailed Notes to All Funds**

### **A. Deposits and Investments**

A cash and investment pool is maintained that is available for use by all funds. Each fund type's portion of this pool is displayed on the balance sheet as *cash and cash equivalents*. The deposits and investments of trust funds are held separately from those of other funds.

State laws and regulations require the District to invest funds only in pre-approved investment instruments which include but are not necessarily limited to bank deposits, money markets, certificates of deposit, U.S. obligations, repurchase agreements, and State Treasurer's Massachusetts Municipal Depository Trust investment pool (the "MMDT"). In addition, the statutes impose various limitations on the amount and length of investments and deposits. Repurchase agreements cannot be for a period of over ninety days, and the underlying security must be a United States obligation. During the fiscal year, the District did not enter into any repurchase agreements.

*Custodial Credit Risk: Deposits* – In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a deposit policy for custodial credit risk relative to cash holdings. At year-end, the bank balance of the District's deposits was \$181,666 and the carrying balance was \$195,475. The District's bank balance in its entirety is covered by federal depository insurance.

*Custodial Credit Risk: Investments* – In the case of investments, this is the risk that in the event of an invested party not being able to provide required payments to investors, ceasing to exist, or filing of bankruptcy, the District may not be able to recover the full amount of its principal



investment and/or investment earnings. The District has not developed formal policies to mitigate custodial credit risk with respect to investments.

*Fair Value of Investments* – The District reports its investments at fair value. When actively quoted observable prices are not available, the District generally uses either implied pricing from similar investments or valuation models based on net present values of estimated future cash flows (adjusted as appropriate for liquidity, credit, market and/or other risk factors).

The District categorizes its fair value measurement within the fair value hierarchy established by GAAP. This hierarchy is based on valuation inputs used to measure the fair value of the asset or liability. The three levels of the hierarchy are as follows:

- *Level 1* – Inputs are quoted prices in active markets for identical investments at the measurement date.
- *Level 2* – Inputs (other than quoted prices included in Level 1) are either directly or indirectly observable for the investment through correlation with market data at the measurement date and for the duration of the instrument's anticipated life.
- *Level 3* – Inputs reflect the District's best estimate of what market participants would use in pricing the investment at the measurement date.

The remaining investments not categorized under the fair value hierarchy as shown as being valued at either amortized cost or at net asset value ("NAV"). These are investments in non-governmental entities for which readily determinable fair value is not available, such as member units or an ownership interest in partners' capital to which a proportionate share of net assets is attributed. Investments at NAV are commonly calculated by subtracting the fair value of liabilities from the fair value of assets.

The District does not have any investments required to be reported using the fair value standards.

*Interest Rate Risk* – In the case of investments, this is the risk that changes in market interest rates will adversely affect the fair value of an investment. In general, the longer the maturity of an investment, the more sensitive it is to changes in market interest rates. The District does not have a formal investment policy that limits investments maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

*Concentration of Credit Risk* – Exposure from this risk is relative to the diversity of investment holdings by the District, and the potential significant loss that could be realized should the invested party or parties fail or are unable to meet its or their obligations to investors. The District does not place a limit on the amount that may be invested in any one issuer.

*Credit Risk* – The District has not adopted a formal policy related to credit risk.

## **B. Receivables**

Receivables at June 30, 2021, consist of amounts owed from the Commonwealth regarding the District's public safety grants in the amount of \$195,498.

### C. Operating Lease

The District entered into an operating lease agreement for the use of its dispatch facility building. The annual cost of leasing the dispatch building was established in the original agreement dated June 18, 2013; it is updated every two years based upon the increase in the Consumer Price Index – (CPI) All Urban Consumer, for Boston-Brockton-Nashua. For the year ended June 30, 2021 the cost of the lease was \$53,890

### D. Temporary Debt

The District is authorized to borrow on a temporary basis to fund the following:

Current Operating Costs – Prior to the collection of revenues, expenditures may be financed through the issuance of revenue (RANS) or.

Capital Projects and Other Approved Costs – Projects may be temporarily funded through the issuance of bond anticipation notes (BANS) or grant anticipation notes (GANS). In certain cases, prior to the issuance of these temporary notes, the governing body must take the necessary legal steps to authorize the issuance of the general obligation bonds. Temporary notes may not exceed the aggregate amount of bonds authorized or the grant award amount.

Temporary notes are general obligations of the District and carry maturity dates that are limited by statute. Interest expenditures for short-term borrowings are accounted for in the general fund.

As of June 30, 2021, the District had the following short-term note outstanding issued by Mass Development payable on demand. Periodic principal payments are expected each year.

Type	Purpose	Interest Rate	Maturity Date	Beginning Balance	Additions	Retirements	Ending Balance
GAN	Grant anticipated note.....	0.00%	On demand	\$ 126,000	\$ -	\$ (63,000)	\$ 63,000
Total Short Term Notes Payable				<u>\$ 126,000</u>	<u>\$ -</u>	<u>\$ (63,000)</u>	<u>\$ 63,000</u>

### E. Long-term Obligations

The District may issue general obligation bonds and notes to provide funds for the acquisition and construction of major capital facilities. Additionally, the District may incur various other long-term obligations relative to associated personnel costs.

At June 30, 2021, the District did not have any outstanding long-term bonds or debt.

## III. Other Information

### A. Risk Financing

The District is exposed to various risks of loss related to torts: theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the District carries commercial insurance. The District participates in a premium-based health care plan for its active employees.

## **B. Commitments and Contingencies**

In the course of its operations various legal actions and claims may occur. Litigation is subject to many uncertainties, and the outcome of individual litigation matters is not always predictable. At June 30, 2021, the District is not aware of any pending or outstanding claims.

## **IV. Economic Dependence**

During the year ended June 30, 2021, approximately 51% of revenues were recognized from the Commonwealth of Massachusetts, and 49% from the District associated communities.



Sep 20, 2021

**Orlando Pacheco**

has successfully completed

**Diversity and inclusion in the workplace**

an online non-credit course authorized by ESSEC Business School and offered through Coursera

A handwritten signature in black ink, appearing to read 'Junko'.

Junko Takagi  
Teaching Professor  
Management Department, Chair of Leadership & Diversity

**COURSE  
CERTIFICATE**



Verify at [coursera.org/verify/FQDYS4BCHTVG](https://coursera.org/verify/FQDYS4BCHTVG)  
Coursera has confirmed the identity of this individual and their  
participation in the course.

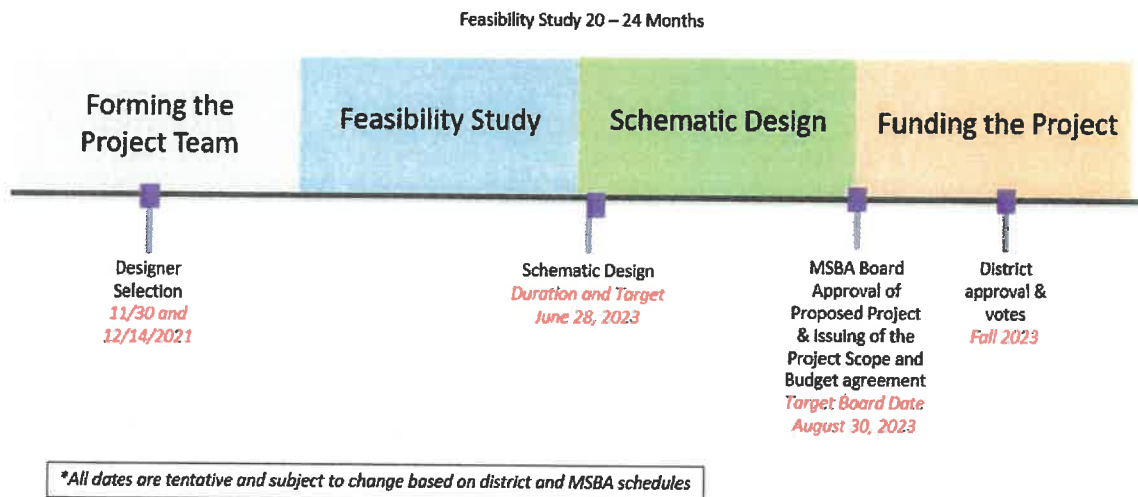
9/27/2021

**Community Update #2 - Approved by C.E.O. Subcommittee, Reviewed by Counsel.**

In an effort to keep our community informed about the High School Building Project, the School Building Committee (SBC) of the Nashoba Regional School District has the following update:

On July 27, 2021, the OPM Selection Subcommittee interviewed [three](#) companies (Colliers Project Leaders, Dore+ Whittier, and Skanska) who were chosen from the 11 applications received to provide services as the Owner's Project Manager for the Nashoba High School Building Project. On July 28, 2021, the OPM Selection Subcommittee voted to select Skanska as the OPM finalist. At the OPM Review Panel on September 13, 2021, the MSBA [approved](#) Skanska as the OPM for our building project. This is a significant milestone within the MSBA process, and Nashoba is extremely excited to welcome Skanska to our project team. Skanska has successfully led a multitude of other school districts through this process, including Minuteman Regional Vocational Technical High School. Skanska will promptly begin to assist the District in undertaking the designer selection process to complete our project team. [Skanska's presentation](#) to the MSBA, including the projected timeline shown below, is also available on the [Nashoba School Building Committee website](#).

## ***Nashoba Regional High School*** **Projected Project Timeline\***



If you're interested in learning more about how the project team will be formed, click [here](#). If you have any questions, please contact Joseph Gleason, chair of the Nashoba SBC at [jgleason@nrzd.net](mailto:jgleason@nrzd.net).



**Year 3 Annual Report**  
**Massachusetts Small MS4 General Permit**  
**Reporting Period: July 1, 2020-June 30, 2021**

*\*\*Please DO NOT attach any documents to this form. Instead, attach all requested documents to an email when submitting the form\*\**

*Unless otherwise noted, all fields are required to be filled out. If a field is left blank, it will be assumed the requirement or task has not been completed. Please ONLY report on activities between July 1, 2020 and June 30, 2021 unless otherwise requested.*

**Part I: Contact Information**

Name of Municipality or Organization: Town of Lancaster

EPA NPDES Permit Number: MAR041200

**Primary MS4 Program Manager Contact Information**

Name: Orlando Pacheco

Title: Town Administrator

Street Address Line 1: 701 Main Street

Street Address Line 2:

City: Lancaster

State: MA

Zip Code: 01523

Email: opacheco@lancasterma.net

Phone Number: 978-365-3326

**Stormwater Management Program (SWMP) Information**

SWMP Location (web address): <https://www.ecode360.com/11813223>

Date SWMP was Last Updated: June 14, 2021

If the SWMP is not available on the web please provide the physical address:

701 Main St, Lancaster, MA 01523

## Part II: Self-Assessment

First, in the box below, select the impairment(s) and/or TMDL(s) that are applicable to your MS4. Make sure you are referring to the most recent EPA approved Section 303(d) Impaired Waters List which can be found here: <https://www.epa.gov/tmdl/region-1-impaired-waters-and-303d-lists-state>

<b>Impairment(s)</b>			
<input checked="" type="checkbox"/> Bacteria/Pathogens	<input type="checkbox"/> Chloride	<input type="checkbox"/> Nitrogen	<input checked="" type="checkbox"/> Phosphorus
<input type="checkbox"/> Solids/ Oil/ Grease (Hydrocarbons)/ Metals			
<b>TMDL(s)</b>			
<b>In State:</b>	<input type="checkbox"/> Assabet River Phosphorus	<input type="checkbox"/> Bacteria and Pathogen	<input type="checkbox"/> Cape Cod Nitrogen
	<input type="checkbox"/> Charles River Watershed Phosphorus	<input type="checkbox"/> Lake and Pond Phosphorus	
<b>Out of State:</b>	<input type="checkbox"/> Bacteria/Pathogens	<input type="checkbox"/> Metals	<input type="checkbox"/> Nitrogen
			<input type="checkbox"/> Phosphorus
			<input type="button" value="Clear Impairments and TMDLs"/>

Next, check off all requirements below that have been completed. By checking each box you are certifying that you have completed that permit requirement fully. If you have not completed a requirement leave the box unchecked. Additional information will be requested in later sections.

### Year 3 Requirements

- ☐ Inspected and screened all outfalls/interconnections (excluding Problem and Excluded outfalls)
- ☐ Updated outfall/interconnection priority ranking based on the information collected during the dry weather inspections as necessary
- ☒ Post-construction bylaw, ordinance, or other regulatory mechanism was updated and adopted consistent with permit requirements

*Optional:* If you would like to describe progress made on any incomplete requirements listed above, provide any additional information, and/or if any of the above year 3 requirements could not be completed due to the impacts of COVID-19, please identify the requirement that could not be completed, any actions taken to attempt to complete the requirement, and reason the requirement could not be completed below:

Due to lack of staff within the town hall, specifically a Planning Director during COVID, the town has immensely short staffed to respond to the requirements of the MS4 permit. However, the town has contracted with a local engineering firm to fulfill all the MS4 permit requirements through Year 3.

### Annual Requirements

- ☒ Provided an opportunity for public participation in review and implementation of SWMP and complied with State Public Notice requirements
- ☒ Kept records relating to the permit available for 5 years and made available to the public
- ☐ The SSO inventory has been updated, including the status of mitigation and corrective measures implemented
  - ☐ This is not applicable because we do not have sanitary sewer
  - ☒ This is not applicable because we did not find any new SSOs



## Part II: Self-Assessment

First, in the box below, select the impairment(s) and/or TMDL(s) that are applicable to your MS4. Make sure you are referring to the most recent EPA approved Section 303(d) Impaired Waters List which can be found here: <https://www.epa.gov/tmdl/region-1-impaired-waters-and-303d-lists-state>

<b>Impairment(s)</b>			
<input checked="" type="checkbox"/> Bacteria/Pathogens	<input type="checkbox"/> Chloride	<input type="checkbox"/> Nitrogen	<input checked="" type="checkbox"/> Phosphorus
<input type="checkbox"/> Solids/ Oil/ Grease (Hydrocarbons)/ Metals			
<b>TMDL(s)</b>			
In State:			
<input type="checkbox"/> Assabet River Phosphorus	<input type="checkbox"/> Bacteria and Pathogen	<input type="checkbox"/> Cape Cod Nitrogen	
<input type="checkbox"/> Charles River Watershed Phosphorus	<input type="checkbox"/> Lake and Pond Phosphorus		
Out of State:			
<input type="checkbox"/> Bacteria/Pathogens	<input type="checkbox"/> Metals	<input type="checkbox"/> Nitrogen	<input type="checkbox"/> Phosphorus
Clear Impairments and TMDLs			

Next, check off all requirements below that have been completed. By checking each box you are certifying that you have completed that permit requirement fully. If you have not completed a requirement leave the box unchecked. Additional information will be requested in later sections.

### Year 3 Requirements

- ☐ Inspected and screened all outfalls/interconnections (excluding Problem and Excluded outfalls)
- ☐ Updated outfall/interconnection priority ranking based on the information collected during the dry weather inspections as necessary
- ☒ Post-construction bylaw, ordinance, or other regulatory mechanism was updated and adopted consistent with permit requirements

*Optional:* If you would like to describe progress made on any incomplete requirements listed above, provide any additional information, and/or if any of the above year 3 requirements could not be completed due to the impacts of COVID-19, please identify the requirement that could not be completed, any actions taken to attempt to complete the requirement, and reason the requirement could not be completed below:

Due to lack of staff within the town hall, specifically a Planning Director during COVID, the town has immensely short staffed to respond to the requirements of the MS4 permit. However, the town has contracted with a local engineering firm to fulfill all the MS4 permit requirements through Year 3.



- ☐ The updated SSO inventory is attached to the email submission
- ☐ The updated SSO inventory can be found at the following website:

- ☒ Properly stored and disposed of catch basin cleanings and street sweepings so they did not discharge to receiving waters
- ☒ Provided training to employees involved in IDDE program within the reporting period
- ☒ All curbed roadways were swept at least once within the reporting period
- ☒ Updated system map due in year 2 as necessary
- ☒ Enclosed all road salt storage piles or facilities and implemented winter road maintenance procedures to minimize the use of road salt
- ☒ Implemented SWPPPs for all permittee owned or operated maintenance garages, public works yards, transfer stations, and other waste handling facilities
- ☒ Updated inventory of all permittee owned facilities as necessary
- ☒ O&M programs for all permittee owned facilities have been completed and updated as necessary
- ☒ Implemented all maintenance procedures for permittee owned facilities in accordance with O&M programs
- ☒ Implemented program for MS4 infrastructure maintenance to reduce the discharge of pollutants
- ☒ Inspected all permittee owned treatment structures (excluding catch basins)

*Optional:* If you would like to describe progress made on any incomplete requirements listed above, provide any additional information, and/or if any of the above annual requirements could not be completed due to the impacts of COVID-19, please identify the requirement that could not be completed, any actions taken to attempt to complete the requirement, and reason the requirement could not be completed below:

**Bacteria/ Pathogens (Combination of Impaired Waters Requirements and TMDL Requirements as Applicable)**

**Annual Requirements**

*Public Education and Outreach\**

- ☐ Annual message was distributed encouraging the proper management of pet waste, including noting any existing ordinances where appropriate
- ☐ Permittee or its agents disseminated educational material to dog owners at the time of issuance or renewal of dog license, or other appropriate time
- ☐ Provided information to owners of septic systems about proper maintenance in any catchment that discharges to a water body impaired for bacteria

*\* Public education messages can be combined with other public education requirements as applicable (see Appendix H and F for more information)*

*Optional:* If you would like to describe progress made on any incomplete requirements listed above or provide any additional details, please use the box below:

Due to lack of staff within the town hall, specifically a Planning Director during COVID, the town has short staffed to respond to the requirements of the MS4 permit. However, the town has contracted with a local engineering firm to complete MS4 permit requirements through Year 3.

## **Phosphorus (Combination of Impaired Waters Requirements and TMDL Requirements as Applicable)**

### Annual Requirements

#### *Public Education and Outreach\**

- ☐ Distributed an annual message in the spring (April/May) encouraging the proper use and disposal of grass clippings and encouraging the proper use of slow-release and phosphorus-free fertilizers
- ☐ Distributed an annual message in the summer (June/July) encouraging the proper management of pet waste, including noting any existing ordinances where appropriate
- ☐ Distributed an annual message in the fall (August/September/October) encouraging the proper disposal of leaf litter

*\* Public education messages can be combined with other public education requirements as applicable (see Appendix H and F for more information)*

#### *Good Housekeeping and Pollution Prevention for Permittee Owned Operations*

- ☒ Increased street sweeping frequency of all municipal owned streets and parking lots subject to Permit part 2.3.7.a.iii.(c) to a minimum of two times per year (spring and fall)

#### *Potential structural BMPs*

- ☐ Any structural BMPs already existing or installed in the regulated area by the permittee or its agents was tracked and the phosphorus removal by the BMP was estimated consistent with Attachment 3 to Appendix F. The BMP type, total area treated by the BMP, the design storage volume of the BMP and the estimated phosphorus removed in mass per year by the BMP were documented.

- ☐ The BMP information is attached to the email submission
- ☐ The BMP information can be found at the following website:

*Optional:* If you would like to describe progress made on any incomplete requirements listed above or provide any additional details, please use the box below:

Due to lack of staff within the town hall, specifically a Planning Director during COVID, the town has immensely short staffed to respond to the requirements of the MS4 permit. However, the town recently contracted with a local engineering firm to assist in completing all the requirements for the MS4 permit through Year 3.

*Optional:* Use the box below to provide any additional information you would like to share as part of your self-assessment:

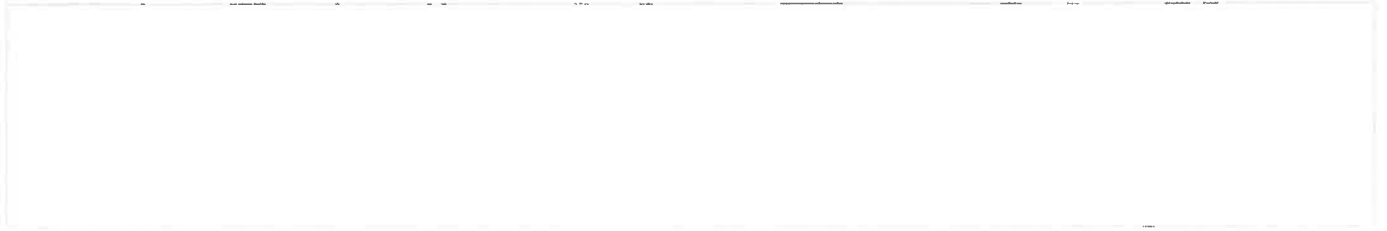
### **Part III: Receiving Waters/Impaired Waters/TMDL**

Have you made any changes to your lists of receiving waters, outfalls, or impairments since the NOI was submitted?

☐ Yes

☒ No

If yes, describe below, including any relevant impairments or TMDLs:



### Part III: Receiving Waters/Impaired Waters/TMDL

Have you made any changes to your lists of receiving waters, outfalls, or impairments since the NOI was submitted?

- ☐ Yes  
☒ No

If yes, describe below, including any relevant impairments or TMDLs:





## Part IV: Minimum Control Measures

*Please fill out all of the metrics below. If applicable, include in the description who completed the task if completed by a third party.*

### MCM1: Public Education

Number of educational messages completed **during this reporting period:** 0

*Below, report on the educational messages completed **during this reporting period**. For the measurable goal(s) please describe the method/measures used to assess the overall effectiveness of the educational program.*

#### **BMP:Half-day Stormwater Summit**

Message Description and Distribution Method:

The purpose of the summit is to collaborate with residents, businesses and developers as to how to approach stormwater mitigation in a way that best achieves the goals of the town while striking a balance of the needs of business and development.

Targeted Audience: Residents

Responsible Department/Parties: Planning Office

Measurable Goal(s):

The production of a summary document capturing the discussion, listing the goals of each stakeholder and providing to the Planning Board as a guiding document as to how to shape stormwater policy going forward.

Message Date(s): N/A

Message Completed for: Appendix F Requirements ☒ Appendix H Requirements ☐

Was this message different than what was proposed in your NOI? Yes ☐ No ☒

If yes, describe why the change was made:

N/a

Add an Educational Message

### MCM2: Public Participation

Describe the opportunity provided for public involvement in the development of the Stormwater Management Program (SWMP) **during this reporting period:**

When applications for Stormwater Permit come before Planning Board, they are treated as a public hearing. Abutters are notified, the hearing is advertised in a local periodical and the meeting is open to the public to engage. When a project requires a Stormwater management program per the local bylaws they must adhere to

the local SWP identified within the bylaws and the public is given the opportunity to comment.

On June 14, 2021 the Planning Board adopted new bylaws to conform with the MS4 Permit requirements.

Was this opportunity different than what was proposed in your NOI? Yes ☒ No ☐

**Describe any other public involvement or participation opportunities conducted during this reporting period:**

There was public notice posted in local newspaper advertising the Planning Board's discussion and action regarding the adoption of new stormwater bylaws to be consistent with the MS4 Permit requirements.

### **MCM3: Illicit Discharge Detection and Elimination (IDDE)**

#### **Sanitary Sewer Overflows (SSOs)**

*Check off the box below if the statement is true.*

☐ This SSO section is NOT applicable because we DO NOT have sanitary sewer

*Below, report on the number of SSOs identified in the MS4 system and removed during this reporting period.*

Number of SSOs identified: 0

Number of SSOs removed: 0

#### **MS4 System Mapping**

*Optional: Provide additional status information regarding your map:*

Although sewer does exist in Lancaster, it is owned and operated by a non-municipal entity with operations and wastewater treatment facility based out of Clinton.

#### **Screening of Outfalls/Interconnections**

*If conducted, please submit any outfall monitoring results from this reporting period. Outfall monitoring results should include the date, outfall/interconnection identifier, location, weather conditions at time of sampling, precipitation in previous 48 hours, field screening parameter results, and results from all analyses. Please also include the updated inventory and ranking of outfalls/interconnections based on monitoring results.*

- ☐ No outfalls were inspected
- ☒ The outfall screening data is attached to the email submission
- ☐ The outfall screening data can be found at the following website:

*Below, report on the number of outfalls/interconnections screened during this reporting period.*

Number of outfalls screened: 0

*Below, report on the percent of outfalls/interconnections screened to date.*

Percent of outfalls screened: 0

*Optional: Provide additional information regarding your outfall/interconnection screening:*

Given the small number of outfalls in the town screening was not conducted and catchment investigation was begun to catch up with permit requirements.

### **Catchment Investigations**

*If conducted, please submit all data collected during this reporting period as part of the dry and wet weather investigations. Also include the presence or absence of System Vulnerability Factors for each catchment.*

- ☒ No catchment investigations were conducted
- ☐ The catchment investigation data is attached to the email submission
- ☐ The catchment investigation data can be found at the following website:

*Below, report on the number of catchment investigations completed during this reporting period.*

Number of catchment investigations completed this reporting period: 0

*Below, report on the percent of catchments investigated to date.*

Percent of total catchments investigated: 0

*Optional: Provide any additional information for clarity regarding the catchment investigations below:*

The engineering firm hired by the town to complete requirements of the MS4 permit through year 3 has begun the inspection and dry weather sampling to catch up with the permit requirements. Currently delineation of subcatchments is being completed.

### **IDDE Progress**

*If illicit discharges were found, please submit a document describing work conducted over this reporting period, and cumulative to date, including location source; description of the discharge; method of discovery; date of discovery; and date of elimination, mitigation, or enforcement OR planned corrective measures and schedule of removal.*

- ☐ No illicit discharges were found
- ☒ The illicit discharge removal report is attached to the email submission
- ☐ The illicit discharge removal report can be found at the following website:

*Below, report on the number of illicit discharges identified and removed, along with the volume of sewage removed during this reporting period.*

Number of illicit discharges identified: 0

Number of illicit discharges removed: 0

Estimated volume of sewage removed: 0 gallons/day

*Below, report on the total number of illicit discharges identified and removed to date. At a minimum, report on the number of illicit discharges identified and removed **since the effective date of the permit (July 1, 2018)**.*

Total number of illicit discharges identified: 0

Total number of illicit discharges removed: 0

*Optional:* Provide any additional information for clarity regarding illicit discharges identified, removed, or planned to be removed below:

### **Employee Training**

Describe the frequency and type of employee training conducted **during this reporting period:**

No training has been conducted. The town recently contracted with Haley and Ward to assist in completing all the requirements for the MS4 permit through year-3.

### **MCM4: Construction Site Stormwater Runoff Control**

*Below, report on the construction site plan reviews, inspections, and enforcement actions completed **during this reporting period**.*

Number of site plan reviews completed: 5

Number of inspections completed: 0

Number of enforcement actions taken: 0

*Optional:* Enter any additional information relevant to construction site plan reviews, inspections, and enforcement actions:

## **MCM5: Post-Construction Stormwater Management in New Development and Redevelopment**

### **As-built Drawings**

*Below, report on the number of as-built drawings received **during this reporting period**.*

Number of as-built drawings received: 0

*Optional: Enter any additional information relevant to the submission of as-built drawings:*

As-built drawings are required for all completed construction projects with include new structures through Inspectional Services.

### **Street Design and Parking Lots Report**

Describe the status of the street design and parking lots assessment due in year 4 of the permit term, including any planned or completed changes to local regulations and guidelines:

No progress made on this yet. The town recently contracted with Haley and Ward to assist in completing all the requirements for the MS4 permit through Year 3

### **Green Infrastructure Report**

Describe the status of the green infrastructure report due in year 4 of the permit term, including the findings and progress towards making the practice allowable:

No progress made on this yet. The town recently contracted with Haley and Ward to assist in completing all the requirements for the MS4 permit through Year 3.

### **Retrofit Properties Inventory**

Describe the status of the inventory, due in year 4 of the permit term, of permittee-owned properties that could be modified or retrofitted with BMPs to mitigate impervious areas and report on any properties that have been modified or retrofitted:

No progress made on this yet. The town recently contracted with Haley and Ward to assist in completing all the requirements for the MS4 permit through Year 3.

## **MCM6: Good Housekeeping**

**Catch Basin Cleaning**

*Below, report on the number of catch basins inspected and cleaned, along with the total volume of material removed from the catch basins **during this reporting period**.*

Number of catch basins inspected: 260

Number of catch basins cleaned: 260

Total volume or mass of material removed from all catch basins: 150 cubic yards

*Below, report on the total number of catch basins in the MS4 system.*

Total number of catch basins: 260

*If applicable:*

Report on the actions taken if a catch basin sump is more than 50% full during two consecutive routine inspections/cleaning events:

**Street Sweeping**

*Report on street sweeping completed **during this reporting period** using one of the three metrics below.*

☒ Number of miles cleaned: 75

☐ Volume of material removed: [Select Units]

☐ Weight of material removed: [Select Units]

**Stormwater Pollution Prevention Plan (SWPPP)**

*Below, report on the number of site inspections for facilities that require a SWPPP completed **during this reporting period**.*

Number of site inspections completed: 3

Describe any corrective actions taken at a facility with a SWPPP:

There were approximately 3 site inspection related to the Old Union Turnpike property.

**Additional Information**

**Monitoring or Study Results**

*Results from any other stormwater or receiving water quality monitoring or studies conducted during the reporting period not otherwise mentioned above, where the data is being used to inform permit compliance or permit effectiveness must be attached.*

- ☒ Not applicable
- ☐ The results from additional reports or studies are attached to the email submission
- ☐ The results from additional reports or studies can be found at the following website(s):

If such monitoring or studies were conducted on your behalf or if monitoring or studies conducted by other entities were reported to you, a brief description of the type of information gathered or received shall be described below:

**Additional Information**

*Optional:* Enter any additional information relevant to your stormwater management program implementation during the reporting period. Include any BMP modifications made by the MS4 if not already discussed above:

**COVID-19 Impacts**

*Optional:* If any of the above year 3 requirements could not be completed due to the impacts of COVID-19, please identify the requirement that could not be completed, any actions taken to attempt to complete the requirement, and reason the requirement could not be completed below:

Any and all requirements not completed were due to lack of staff during COVID. Specifically Public Outreach BMP targeting Lancaster school-aged residents for information regarding stormwater which is an annual BMP. This was not conducted since Town Hall remained closed to the public for much of the pandemic. Specifically year 3, The half-day summit BMP was not held this year due to staffing shortage as well as COVID, given the closure of town hall.

**Activities Planned for Next Reporting Period**

Please confirm that your SWMP has been, or will be, updated to comply with all applicable permit requirements including but not limited to the year 4 requirements summarized below. (Note: impaired waters and TMDL requirements are not listed below)

Yes, I agree ☒

- Develop a report assessing current street design and parking lot guidelines and other local requirements within the municipality that affect the creation of impervious cover
- Develop a report assessing existing local regulations to determine the feasibility of making green infrastructure practices allowable when appropriate site conditions exist
- Identify a minimum of 5 permittee-owned properties that could potentially be modified or retrofitted with BMPs to reduce impervious areas

#### Annual Requirements

- Annual report submitted and available to the public
- Annual opportunity for public participation in review and implementation of SWMP
- Keep records relating to the permit available for 5 years and make available to the public
- Properly store and dispose of catch basin cleanings and street sweepings so they do not discharge to receiving waters
- Annual training to employees involved in IDDE program
- Update inventory of all known locations where SSOs have discharged to the MS4
- Continue public education and outreach program
- Update outfall and interconnection inventory and priority ranking and include data collected in connection with the dry weather screening and other relevant inspections conducted
- Implement IDDE program
- Review site plans of construction sites as part of the construction stormwater runoff control program
- Conduct site inspection of construction sites as necessary
- Inspect and maintain stormwater treatment structures
- Log catch basins cleaned or inspected
- Sweep all curbed streets at least annually
- Continue investigations of catchments associated with Problem Outfalls
- Implemented SWPPPs for all permittee owned or operated maintenance garages, public works yards, transfer stations, and other waste handling facilities
- Review inventory of all permittee owned facilities in the categories of parks and open space, buildings and facilities, and vehicles and equipment; update if necessary
- Review O&M programs for all permittee owned facilities; update if necessary
- Implement all maintenance procedures for permittee owned facilities in accordance with O&M programs
- Implement program for MS4 infrastructure maintenance to reduce the discharge of pollutants
- Enclose all road salt storage piles or facilities and implemented winter road maintenance procedures to minimize the use of road salt
- Review as-built drawings for new and redevelopment to ensure compliance with post construction bylaws, regulations, or regulatory mechanism consistent with permit requirements
- Inspect all permittee owned treatment structures (excluding catch basins)

Provide any additional details on activities planned for permit year 4 below:

The Stormwater Management Plan and municipal property inventory has been completed. The IDDE plan, including inspections and GPS locations of all known outfalls and dry weather sampling at all locations where dry weather flow was found. The town is also currently working on a SWPPP for the highway barn. Training for both the IDDE and the SWPPP were planned for Year 3 but have not been conducted yet. We are also still completing the final reporting for the outfall inspections and sampling. Lastly, the completion of the initial sub-



catchment delineations in under way.

## Part V: Certification of Small MS4 Annual Report 2021

### 40 CFR 144.32(d) Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I certify that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name:

Michael Antonellis

Title: Planning Consultant

Signature:

Michael  
AntonellisDigitally signed by Michael  
Antonellis  
Date: 2021.09.28 20:13:06 -04'00'

Date:

*[Signatory may be a duly authorized  
representative]*

Table S-1. Outfall Inventory and Priority Ranking Matrix

Lancaster, Massachusetts  
Revision Date: September 28, 2021

Outfall ID	Receiving Water	Previous Screening Results Indicate Likely Sewer Input? <sup>1</sup>	Discharging to Area of Concern to Public Health? <sup>2</sup>	Frequency of Past Discharge Complaints	Receiving Water Quality <sup>3</sup>	Density of Generating Sites <sup>4</sup>	Age of Development/Infrastructure <sup>5</sup>	Historic Combined Sewers or Septic? <sup>6</sup>	Aging Septic? <sup>7</sup>	Culverted Streams? <sup>8</sup>	Additional Characteristics	Score	Priority Ranking
Information Source	Outfall Inspections and sample results	GIS Maps	Town Staff	Impaired Waters List	Land Use/GIS Maps, Aerial Photography	Land Use Information, Visual Observation	Town Staff, GIS Maps	Land Use, Town Staff	GIS and Storm System Maps	Other			
Scoring Criteria	Yes = 3 (Problem Outfall) No = 0	Yes = 3 No = 0	Frequent = 3 Occasional = 2 None = 0	Poor = 3 Fair = 2 Good = 0	High = 3 Medium = 2 Low = 1	High = 3 Medium = 2 Low = 1	Yes = 3 No = 0	Yes = 3 No = 0	Yes = 3 No = 0	TBD			
Beach Point 1	South Meadow Pond	0	3	0	0	1	1	0	3	0	None	8	Medium
Beach Point 2	South Meadow Pond	0	3	0	0	1	1	0	3	0	None	8	Medium
Bolton Rd 1	Nashua River	0	3	0	3	1	2	3	0	0	None	12	High Priority
Bolton Rd 2	Nashua River	0	3	0	3	1	2	3	0	0	None	12	High Priority
Bolton Sta 1	Stream	0	0	0	0	1	2	3	0	0	None	6	Medium
Bolton Sta 2	Stream	0	0	0	0	1	2	3	0	0	None	6	Medium
Brian Rd 1	Turner Pond	0	3	0	0	1	1	0	3	0	None	8	Medium
Cent Bridge 1	Nashua River	0	3	0	3	1	2	3	0	0	None	12	High Priority
Cent Bridge 2	Nashua River	0	3	0	3	1	2	3	0	0	None	12	High Priority
Cent Bridge 3	Nashua River	0	3	0	3	1	2	3	0	0	None	12	High Priority
Cent Bridge 4	Nashua River	0	3	0	3	1	2	3	0	0	None	12	High Priority
Chace Hill 1	South Meadow Brook	0	0	0	0	1	1	0	3	0	None	5	Medium
Farnsworth 1	Stream	0	0	0	0	1	1	0	0	0	None	2	Low Priority
Kaleva Rd 1	Turner Pond	0	3	0	0	1	1	0	3	0	None	8	Medium
Kaleva Rd 2	Turner Pond	0	3	0	0	1	1	0	3	0	None	8	Medium
Kaleva Rd 3	Turner Pond	0	3	0	0	1	1	0	3	0	None	8	Medium
Narrow 1	Stream	0	0	0	0	1	2	3	0	0	None	6	Medium
Neck Rd 1	Stream	0	0	0	0	1	2	3	0	0	None	6	Medium
Neck Rd 2	Stream	0	0	0	0	1	2	3	0	0	None	6	Medium
Neck Rd 3	Wetland	0	0	0	0	1	2	3	0	0	None	6	Medium
Neck Rd 4	Wooded area	0	0	0	0	1	2	3	0	0	None	6	Medium
N Shirley 1	Wetland	0	0	0	0	1	1	0	3	0	None	5	Medium
N Shirley 2	Wetland	0	0	0	0	1	1	0	3	0	None	5	Medium
Oetman 1	Open field	0	0	0	0	1	1	0	0	0	None	2	Low Priority
Oetman 2	Open field	0	0	0	0	1	1	0	0	0	None	2	Low Priority
Old Comm 1	Ditch	0	0	0	0	1	1	0	0	0	None	2	Low Priority
Packard St 1	Stream	0	0	0	0	1	2	3	0	0	None	6	Medium
Prescott 1	Stream	0	0	0	0	1	2	3	0	0	None	6	Medium
Run Brook 1	South Meadow Brook	0	0	0	0	1	1	0	3	0	None	5	Medium
Run Brook 2	South Meadow Brook	0	0	0	0	1	1	0	3	0	None	5	Medium
Sterling St 1	Goodridge Brook	0	0	0	0	1	2	3	3	0	None	9	Medium
Settlers 1	Stream	0	0	0	0	1	1	0	0	0	None	2	Low Priority
Stagecoach 1	Spectacle Pond	0	3	0	0	1	1	0	3	0	None	8	Medium

117 1	Nashua River	0	3	0	3	1	1	0	3	0	None	11	High Priority
117 2	Nashua River	0	3	0	3	1	1	0	3	0	None	11	High Priority
Redstone 1	Stream	0	0	0	0	1	2	3	3	0	None	9	Medium
Hemlock 1	Mossy Pond	0	3	0	0	1	1	0	0	0	None	5	Medium
Connor 1	Open field	0	0	0	0	1	2	3	0	0	None	6	Medium
Parker 1	Goodridge Brook	0	0	0	0	1	2	3	0	0	None	6	Medium
Mill St 1	Nashua River	0	3	0	3	1	2	3	0	0	None	12	High Priority
117 4	Wetland	0	0	0	0	1	2	3	0	0	None	6	Medium
Main 1	Open field	0	0	0	0	1	2	3	0	0	None	6	Medium
Main 2	Nashua River	0	3	0	3	1	2	3	0	0	None	12	High Priority
Main 4	Nashua River	0	3	0	3	1	2	3	0	0	None	12	High Priority
Woodland 1	South Meadow Brook	0	0	0	0	1	1	0	3	0	None	5	Medium
Old Hickory 1	Goodridge Brook	0	0	0	0	1	2	3	0	0	None	6	Medium
Bolton 3	Wetland	0	0	0	0	1	2	3	0	0	None	6	Medium
Main 3	Nashua River	0	3	0	3	1	2	3	0	0	None	12	High Priority
Neck 5	Stream	0	0	0	0	1	2	3	0	0	None	6	Medium
Bigelow 1	Stream	0	0	0	0	1	2	3	0	0	None	6	Medium
Parker 2	Unknown	0	0	0	0	1	2	3	0	0	None	6	Medium
Harvard 1	Ditch	0	0	0	0	1	2	3	0	0	None	6	Medium
Mayflower 1	Wooded area	0	0	0	0	1	2	3	0	0	None	6	Medium
Mayflower 2											Not Located		High Priority
Sterling St 3	Stream	0	0	0	0	1	2	3	3	0	None	9	Medium
Beach Point 3	South Meadow Pond	0	3	0	0	1	2	0	3	0	None	9	Medium
Woodland 2	South Meadow Brook	0	0	0	0	1	1	0	3	0	None	5	Medium
Sterling St 4	Stream	0	0	0	0	1	2	3	3	0	None	9	Medium
Deershorn 1	Open field	0	0	0	0	1	2	3	0	0	None	6	Medium

**Scoring Criteria:**

<sup>1</sup> Previous screening results indicate likely sewer input if any of the following are true:

- Olfactory or visual evidence of sewage,
- Ammonia  $\geq 0.5$  mg/L, surfactants  $\geq 0.25$  mg/L, and bacteria levels greater than the water quality criteria applicable to the receiving water, or
- Ammonia  $\geq 0.5$  mg/L, surfactants  $\geq 0.25$  mg/L, and detectable levels of chlorine

<sup>2</sup> Outfalls/interconnections that discharge to or in the vicinity of any of the following areas: public beaches, recreational areas, drinking water supplies, or shellfish beds

<sup>3</sup> Receiving water quality based on latest version of MassDEP Integrated List of Waters.

- Poor = Waters with approved TMDLs (Category 4a Waters) where illicit discharges have the potential to contain the pollutant identified as the cause of the Impairment
- Fair = Water quality limited waterbodies that receive a discharge from the MS4 (Category 5 Waters)
- Good = No water quality impairments

<sup>4</sup> Generating sites are institutional, municipal, commercial, or industrial sites with a potential to contribute to illicit discharges (e.g., car dealers, car washes, gas stations, garden centers, industrial manufacturing, etc.)

<sup>5</sup> Age of development and infrastructure:

- High = Industrial areas greater than 40 years old and areas where the sanitary sewer system is more than 40 years old
- Medium = Developments 20-40 years old
- Low = Developments less than 20 years old

<sup>6</sup> Areas once served by combined sewers and but have been separated, or areas once served by septic systems but have been converted to sanitary sewers.

<sup>7</sup> Aging septic systems are septic systems 30 years or older in residential areas.

<sup>8</sup> Any river or stream that is culverted for distance greater than a simple roadway crossing.

Town of Lancaster IDDE Plan  
June 30, 2021

117 1	Nashua River	0	3	0	3	1	1	0	3	0	None	11	High Priority
117 2	Nashua River	0	3	0	3	1	1	0	3	0	None	11	High Priority
Redstone 1	Stream	0	0	0	0	1	2	3	3	0	None	9	Medium
Hemlock 1	Mossy Pond	0	3	0	0	1	1	0	0	0	None	5	Medium
Connor 1	Open field	0	0	0	0	1	2	3	0	0	None	6	Medium
Parker 1	Goodridge Brook	0	0	0	0	1	2	3	0	0	None	6	Medium
Mill St 1	Nashua River	0	3	0	3	1	2	3	0	0	None	12	High Priority
117 4	Wetland	0	0	0	0	1	2	3	0	0	None	6	Medium
Main 1	Open field	0	0	0	0	1	2	3	0	0	None	6	Medium
Main 2	Nashua River	0	3	0	3	1	2	3	0	0	None	12	High Priority
Main 4	Nashua River	0	3	0	3	1	2	3	0	0	None	12	High Priority
Woodland 1	South Meadow Brook	0	0	0	0	1	1	0	3	0	None	5	Medium
Old Hickory 1	Goodridge Brook	0	0	0	0	1	2	3	0	0	None	6	Medium
Bolton 3	Wetland	0	0	0	0	1	2	3	0	0	None	6	Medium
Main 3	Nashua River	0	3	0	3	1	2	3	0	0	None	12	High Priority
Neck 5	Stream	0	0	0	0	1	2	3	0	0	None	6	Medium
Bigelow 1	Stream	0	0	0	0	1	2	3	0	0	None	6	Medium
Parker 2	Unknown	0	0	0	0	1	2	3	0	0	None	6	Medium
Harvard 1	Ditch	0	0	0	0	1	2	3	0	0	None	6	Medium
Mayflower 1	Wooded area	0	0	0	0	1	2	3	0	0	None	6	Medium
Mayflower 2											Not Located		High Priority
Sterling St 3	Stream	0	0	0	0	1	2	3	3	0	None	9	Medium
Beach Point 3	South Meadow Pond	0	3	0	0	1	2	0	3	0	None	9	Medium
Woodland 2	South Meadow Brook	0	0	0	0	1	1	0	3	0	None	5	Medium
Sterling St 4	Stream	0	0	0	0	1	2	3	3	0	None	9	Medium
Deershorn 1	Open field	0	0	0	0	1	2	3	0	0	None	6	Medium

Scoring Criteria:

<sup>1</sup> Previous screening results indicate likely sewer input if any of the following are true:

- Olfactory or visual evidence of sewage,
- Ammonia  $\geq 0.5$  mg/L, surfactants  $\geq 0.25$  mg/L, and bacteria levels greater than the water quality criteria applicable to the receiving water, or
- Ammonia  $\geq 0.5$  mg/L, surfactants  $\geq 0.25$  mg/L, and detectable levels of chlorine

<sup>2</sup> Outfalls/interconnections that discharge to or in the vicinity of any of the following areas: public beaches, recreational areas, drinking water supplies, or shellfish beds

<sup>3</sup> Receiving water quality based on latest version of MassDEP Integrated List of Waters.

- Poor = Waters with approved TMDLs (Category 4a Waters) where illicit discharges have the potential to contain the pollutant identified as the cause of the impairment
- Fair = Water quality limited waterbodies that receive a discharge from the MS4 (Category 5 Waters)
- Good = No water quality impairments

<sup>4</sup> Generating sites are institutional, municipal, commercial, or industrial sites with a potential to contribute to illicit discharges (e.g., car dealers, car washes, gas stations, garden centers, industrial manufacturing, etc.)

<sup>5</sup> Age of development and infrastructure:

- High = Industrial areas greater than 40 years old and areas where the sanitary sewer system is more than 40 years old
- Medium = Developments 20-40 years old
- Low = Developments less than 20 years old

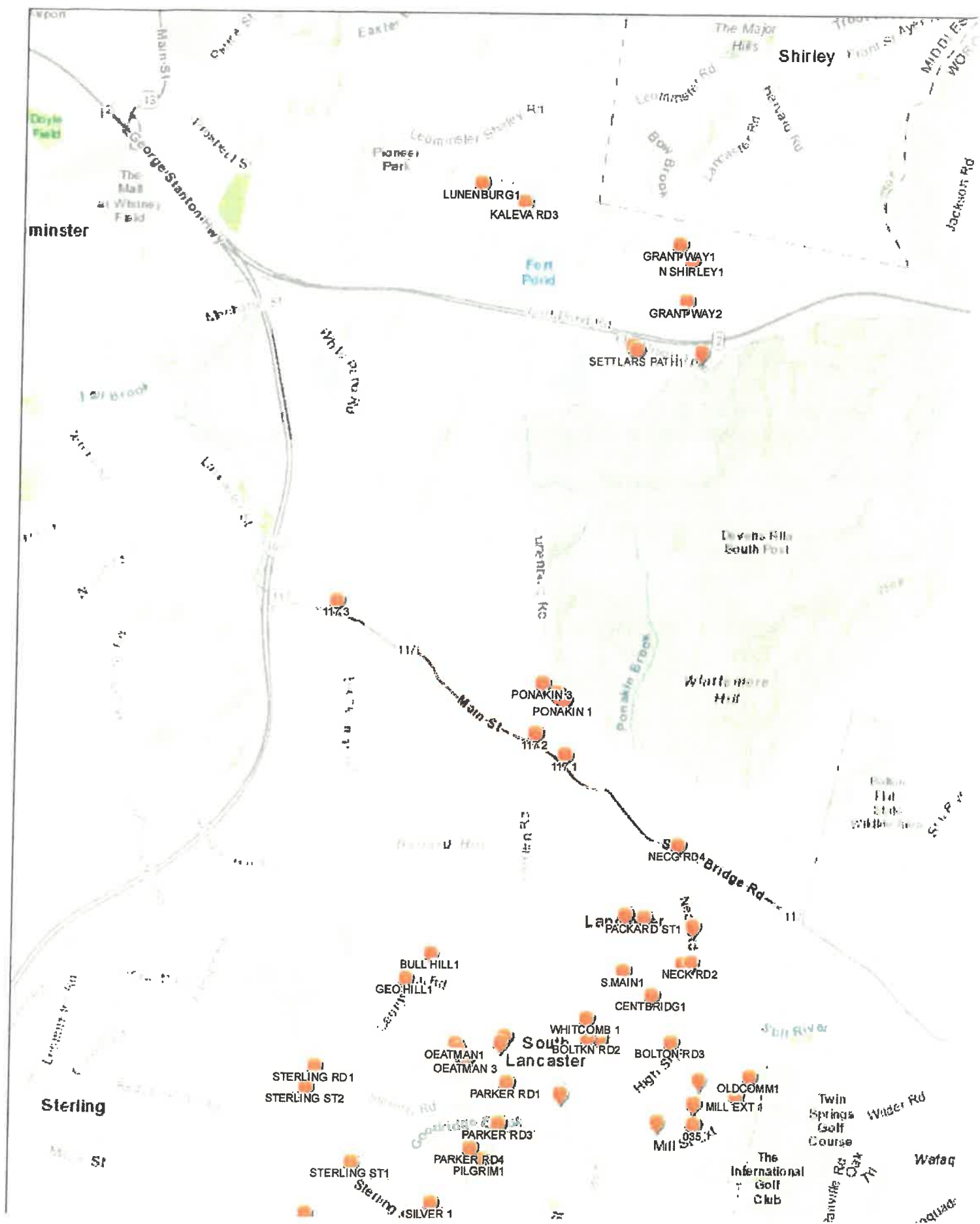
<sup>6</sup> Areas once served by combined sewers and but have been separated, or areas once served by septic systems but have been converted to sanitary sewers.

<sup>7</sup> Aging septic systems are septic systems 30 years or older in residential areas.

<sup>8</sup> Any river or stream that is culverted for distance greater than a simple roadway crossing.



# Lancaster, MA Stormwater Outfall M



lat	lon	ns1:ele	ns1:time2	ns1:name	ns1:sym
42.457099	-71.673658	-8.016797	2017-11-01T16:56:00Z	KALEVA RD1	Flag, Blue
42.457099	-71.673658	-9.158279	2017-11-01T16:59:44Z	KALEVA RD2	Flag, Blue
42.457099	-71.673658	-3.123222	2017-11-01T17:03:26Z	BRIAN RD1	Flag, Blue
42.529199	-71.689285	112.334175	2017-11-01T17:06:33Z	KALEVA RD3	Flag, Blue
42.531076	-71.69502	106.694962	2017-11-01T17:10:18Z	LUNENBURG1	Flag, Blue
42.523457	-71.666603	116.216675	2017-11-01T17:16:35Z	N SHIRLEY1	Flag, Blue
42.525003	-71.667775	126.063881	2017-11-01T17:39:00Z	GRANT WAY1	Flag, Blue
42.519332	-71.666696	134.694672	2017-11-01T17:42:14Z	GRANT WAY2	Flag, Blue
42.514071	-71.664432	127.881874	2017-11-01T17:47:38Z	N SHIRLEY2	Flag, Blue
42.514682	-71.674028	135.147537	2017-11-01T17:52:09Z	STAGECOACH1	Flag, Blue
42.514326	-71.673372	74.983742	2017-12-06T14:38:18Z	OLD COUNTY1	Flag, Blue
42.514326	-71.673372	121.422508	2017-12-19T16:15:27Z	SETTLARS PATH1	Flag, Blue
42.436025	-71.668801	84.916458	2017-12-19T16:18:43Z	FARNS WORTH1	Flag, Blue
42.41924	-71.713962	126.818123	2017-12-19T17:36:20Z	BECH POINT1	Flag, Blue
42.416368	-71.712734	115.049797	2017-12-19T17:38:25Z	BEACH POINT2	Flag, Blue
42.426463	-71.716975	120.109177	2017-12-19T17:41:48Z	CHACE HILL1	Flag, Blue
42.420086	-71.715693	112.392479	2017-12-19T17:44:56Z	RUN BROOK1	Flag, Blue
42.419013	-71.715679	111.30085	2017-12-19T17:46:19Z	RUN BROOK2	Flag, Blue
42.431716	-71.710794	122.691162	2017-12-19T17:51:48Z	STERLING ST1	Flag, Blue
42.439299	-71.717063	131.83342	2017-12-19T17:55:27Z	STERLING ST2	Flag, Blue
42.441458	-71.715951	136.865524	2017-12-19T17:57:57Z	STERLING RD1	Flag, Blue
42.473345	-71.682382	87.084244	2017-12-19T18:07:04Z	117 1	Flag, Blue
42.478867	-71.682769	89.148766	2017-12-19T18:09:17Z	PONAKIN 1	Flag, Blue
42.479525	-71.683762	91.543945	2017-12-19T18:10:27Z	PONAKIN 2	Flag, Blue
42.480485	-71.685619	95.199516	2017-12-19T18:11:49Z	PONAKIN 3	Flag, Blue
42.475452	-71.686573	108.530426	2017-12-19T18:14:36Z	117 2	Flag, Blue
42.488709	-71.713997	89.739037	2017-12-19T18:19:27Z	117 3	Flag, Blue
42.452177	-71.665649	105.581802	2017-10-24T13:14:17Z	NECK RD1	Flag, Blue
42.452282	-71.664517	81.252228	2017-10-24T13:16:09Z	NECK RD2	Flag, Blue
42.455901	-71.664341	89.240921	2017-10-24T13:59:09Z	NECK RD3	Flag, Blue
42.464212	-71.666618	95.700813	2017-10-24T14:02:20Z	NECG RD4	Flag, Blue
42.45677	-71.671045	93.816849	2017-10-24T14:07:19Z	PACKARD ST1	Flag, Blue
42.435737	-71.663843	79.879784	2017-10-23T12:47:03Z	034	Flag, Blue
42.435725	-71.663777	81.871201	2017-10-23T12:50:40Z	035	Flag, Blue
42.437903	-71.663821	77.448303	2017-10-23T12:58:52Z	BOLTONSTA1	Flag, Blue
42.440352	-71.663176	70.750801	2017-10-23T13:01:25Z	BOLTONSTA2	Flag, Blue
42.440705	-71.656071	80.290298	2017-10-23T13:03:37Z	OLDCOMM1	Flag, Blue
42.448897	-71.669846	71.301643	2017-10-23T13:56:11Z	CENTBRIDG1	Flag, Blue
42.444465	-71.676878	72.695801	2017-10-23T13:59:02Z	BOLTON RD1	Flag, Blue
42.444485	-71.678671	75.116936	2017-10-23T14:00:30Z	BOLTKN RD2	Flag, Blue
42.450494	-71.703713	130.277542	2017-10-23T14:19:18Z	GEO HILL1	Flag, Blue
42.453018	-71.70024	132.435699	2017-10-23T14:51:31Z	BULL HILL1	Flag, Blue
42.444634	-71.689922	91.249817	2017-10-23T14:56:27Z	PRESCOTT 1	Flag, Blue
42.443972	-71.69045	91.673912	2017-10-23T14:58:40Z	NARROW1	Flag, Blue
42.44383	-71.696674	105.337799	2017-10-23T15:01:20Z	OEATMAN1	Flag, Blue
42.443266	-71.696213	100.297508	2017-10-23T15:03:47Z	OEATMAN 2	Flag, Blue



lat	lon	ns1:ele	ns1:time2	ns1:name	ns1:sym
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42.443972	-71.69045	91.673912	2017-10-23T14:58:40Z	NARROW1	Flag, Blue
42.44383	-71.696674	105.337799	2017-10-23T15:01:20Z	OEATMAN1	Flag, Blue
42.443266	-71.696213	100.297508	2017-10-23T15:03:47Z	OEATMAN 2	Flag, Blue



[illegible]





## TOWN OF LANCASTER BOARD OF ASSESSORS

MICHAEL BURKE SR., VICE-CHAIRMAN  
DEBRA SANDERS, MEMBER  
KRISTEN FOX, MEMBER

BOBBI-JO WILLIAMS  
PRINCIPAL ASSESSOR, EXT 1312  
BWILLIAMS@LANCASTERMA.NET

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September 28, 2021

Select Board  
Town of Lancaster  
701 Main St  
Lancaster, MA 01523

Re: 147/041.0-0000-0034.A  
0 Deershorn Rd

Dear Select Board Members,

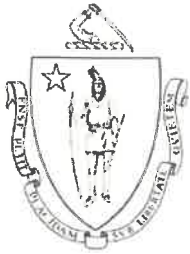
This letter is to inform you that the Lancaster Board of Assessors was in receipt of a letter from the Lancaster Land Trust on September 1, 2021 requesting to transfer the existing 61A status, on the above referenced parcel id, to the new owner of record as of June 30, 2021, David Rota.

Since this request was not received prior to the sale of this parcel, the Board of Assessors would like to give the Select Board the option to exercise their right of first refusal (ROFR).

We will await the Select Board's decision before we take any further action on this request.

Sincerely,  
Lancaster Board of Assessors





THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL

CENTRAL MASSACHUSETTS DIVISION  
10 MECHANIC STREET, SUITE 301  
WORCESTER, MA 01608

MAURA HEALEY  
ATTORNEY GENERAL

(508) 792-7600  
(508) 795-1991 fax  
[www.mass.gov/ago](http://www.mass.gov/ago)

September 27, 2021

Lisa J. Johnson, Town Clerk  
Town of Lancaster  
701 Main Street  
Lancaster, MA 01523

**Re: Lancaster Annual Town Meeting of June 21, 2021 -- Case # 10288**  
**Warrant Article # 9 (Zoning)**  
**Warrant Articles # 7, 8, and 10 (General)**

Dear Ms. Johnson:

Articles 7, 8, 9, and 10 - We approve Articles 7, 8, 9, and 10 from the June 21, 2021 Lancaster Annual Town Meeting.

**Note:** Pursuant to G.L. c. 40, § 32, neither general nor zoning by-laws take effect unless the Town has first satisfied the posting/publishing requirements of that statute. Once this statutory duty is fulfilled, (1) general by-laws and amendments take effect on the date these posting and publishing requirements are satisfied unless a later effective date is prescribed in the by-law, and (2) zoning by-laws and amendments are deemed to have taken effect from the date they were approved by the Town Meeting, unless a later effective date is prescribed in the by-law.

Very truly yours,  
MAURA HEALEY  
ATTORNEY GENERAL

*Kelli E. Gunagan*

By: Kelli E. Gunagan  
Municipal Law Unit  
10 Mechanic Street, Suite 301  
Worcester, MA 01608

cc: Town Counsel Brian M. Maser





## ADMINISTRATION, BUDGET AND POLICY

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#1

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**DRAFT**

**TOWN OF LANCASTER, MASSACHUSETTS**

**MANDATORY VACCINATION AND TESTING POLICY<sup>1</sup>**

**I. INTRODUCTION AND PURPOSE**

The Town of Lancaster prioritizes the safety and well-being of its employees and residents. Over the last several months, the cooperation and support of our employees and residents has been essential to the Town's operations during the COVID-19 pandemic. Notwithstanding our efforts, the COVID-19 pandemic remains a significant challenge in Massachusetts and the United States because of the recent spread of the highly contagious Delta variant.

Protecting the health, safety and economic recovery of our community requires that we work together to prevent further spread of the COVID-19 virus. To date, the most effective tools for achieving this goal are widespread vaccinations, face coverings, and testing when indicated.

For these reasons, the Town will require all employees to be vaccinated. The purpose of this policy is to minimize exposure to and transmission of the COVID-19 virus by providing occupational protection to all Town employees and to provide a safe working environment for staff and residents.

**II. SCOPE**

This policy applies to all employees as the term is defined in this paragraph. For the purposes of this policy, "employee" is defined as all Town employees, contractors, and people who provide volunteer services in any Town building or facility, and it encompasses all full-time, part-time, seasonal, temporary, and probationary employees. "Employee" includes all current employees, employees currently on and returning from leave status, and all prospective employees offered employment with the Town in the future.

**III. POLICY**

All Town employees will be required to provide proof of their vaccination status as described further in Section V of the Policy no later than October 25, 2021. In addition, all unvaccinated employees will be required to adhere to all Town and Board of Health health and safety protocols, including but not limited to wearing face coverings and submitting to weekly testing, as set out below. Employees who do not provide proof of vaccination will be considered unvaccinated. Finally, all unvaccinated employees who do not receive an exemption in accordance with Section IX of this policy will be subject to the consequences set out in Section VIII of this policy.

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<sup>1</sup> The Town understands that the affected Unions may have a right to bargain or impact bargain aspects of this Policy. However, due to the exigent circumstances that exist due to the continuing public health emergency, such bargaining, if requested, will take place after implementation.

#### **IV. DEFINITIONS**

**Approved Vaccines:** All vaccines authorized by the U.S. Food and Drug Administration (FDA), such as Pfizer, or the World Health Organization (WHO) will meet the Town's vaccine verification requirement. This includes any current vaccine that has been granted Emergency Use Authorization (EUA) by the FDA, including the Moderna or Janssen (Johnson & Johnson) vaccines.

**Fully Vaccinated:** Individuals who have received two doses of either the Moderna or Pfizer COVID-19 vaccines or a single dose of the Janssen (Johnson & Johnson) vaccine more than 14 days ago. Proof of booster(s) will also be required if deemed necessary by the FDA to maintain fully vaccinated status.

**Close Contact:** Someone who was within 6 feet for a total of 15 minutes or more over a 24-hour period within 2 days prior to illness onset, regardless of whether the contact was wearing a face covering.

#### **V. VACCINATION**

Employees must verify their vaccination status by providing a copy of their CDC COVID-19 vaccination card or documentation from their health care provider to the Town's Human Resources Department. Employees should refrain from providing any other personal medical information with their vaccination card or documentation.

Employees who are unable to provide a copy of their vaccination card may provide a signed statement from their medical provider to verify that the employee is fully vaccinated.

The vaccination card or other vaccination documentation from the employee's physician **MUST** include the following information:

- Employee's name;
- Employee's date of birth;
- Manufacturer of the vaccine;
- Lot number of the vaccine (unless the lot number is impossible to retrieve); and
- Date(s) on which the employee received the vaccine.

Town employees must provide proof of at least their first vaccination dose on or before October 25, 2021, and, if not yet fully vaccinated on October 25, 2021, proof of their second vaccination dose within one workday after receiving their second vaccination or by November 22, 2021, whichever date is earlier. Employees are responsible for receiving their second vaccination within the time frame recommended by the vaccine manufacturer (for Pfizer – 21 days after the first dose; for Moderna – 28 days after receiving the first dose). Any employee on a leave of absence as of the effective date of this policy must comply with this policy prior to returning to work.

#### **VI. ACCESS TO VACCINATIONS**

The COVID-19 vaccine is free and widely available to anyone age 12 and older who lives, studies, or works in Massachusetts. If you are unvaccinated and wish to get the vaccine, you can take the following steps:

1. Go to any Rite Aid, Walgreens or CVS that is offering the vaccine. Most will take walk-ins, though some may require an appointment.
2. Go to <https://www.mass.gov/covid-19-vaccine> or <https://vaxfinder.mass.gov>, which may be used to search for vaccination appointments at pharmacies, health care providers, or other locations.
3. Contact Tracy Gagnon, BOH COVID-19 Coordinator at 978-365-3326 ext 1310.
4. Go to the Town BOH website, which provides useful information regarding where and how to obtain the vaccine. <https://www.ci.lancaster.ma.us/board-health>

Employees covered by this policy may opt to receive any approved vaccine at other locations of their choice.

## **VII. WEEKLY TESTING REQUIREMENTS**

Employees who qualify for an exemption as set forth in Section IX will be required to submit proof of a negative COVID-19 test to the Town's Human Resources Department every seven calendar (7) days beginning on the date their exemption is approved by the Town.

Employees who have been administered one dose of either the Moderna or Pfizer vaccine will be required to submit proof of a negative COVID-19 test as provided in the previous paragraph until fourteen (14) days after the employee receives their second vaccination within the time frame recommended by the vaccine manufacturer. Once fourteen days have passed since such employee receives their second vaccination, they will no longer be required to provide negative weekly tests as long as they update their vaccination status with Human Resources.

Employees required to submit to testing must submit to an Abbott BinaxNOW Rapid Antigen Test or similar rapid antigen test kit (as determined by the BOH) or any other testing method approved by the Board of Health. Employees procuring their own rapid antigen test kits must bring the sealed kit to the Town's Human Resource Department or to a BOH member so the testing can be observed and the result read. Positive results from a rapid antigen test must be followed up by a PCR test. PCR tests can be scheduled with most Rite Aid, Walgreens, or CVS stores. Employees may choose to get tested at a site of their choosing, but the same testing requirements apply.

Vaccinated and unvaccinated employees who test positive for COVID-19 or come into close contact with an individual with a confirmed positive case of COVID-19 are required to immediately notify the Human Resources Department. Such employees will not be permitted to report to work and may be required to provide proof of a negative test prior to returning to work. Positive COVID-19 PCR tests must be reported to the Nashoba Associated Boards of Health and the Town must do this if the employee has not already done so.

## **VIII. CONSEQUENCES FOR FAILURE TO COMPLY**

If an employee fails to provide proof of vaccination and does not request or receive an exemption, the employee will be placed on unpaid administrative leave until proof of vaccination is submitted or an accommodation is approved. Employees may not use their own accrued sick leave or statutorily provided leave (e.g., Massachusetts Emergency Paid Sick Leave) to cover such absences relating to an employee's failure to provide proof of vaccination.

Town employees who fail to comply with the requirements of this policy may also face disciplinary action, up to and including termination from employment.

## **IX. EXEMPTIONS AND ACCOMMODATION REQUESTS**

Employees who are unable to receive an approved COVID-19 vaccine due to a medical condition or disability, or who object based on a sincerely held religious belief, may request an exemption by completing and submitting the attached Request for Accommodation Form and accompanying documentation to the Town's Human Resources Department. Upon receipt of all required documentation, the Human Resources Department will begin the interactive process with the employee to determine if an effective accommodation is required or available.

All requests for exemptions will be considered on a case-by-case basis. Exemption or accommodation requests that cause an undue hardship to the Town, pose a direct threat to the health and safety of others, or do not meet the necessary legal standards may not be approved. In no circumstances will the Town be required to accommodate an employee by waiving or excusing the performance of an employee's essential job functions.

Accommodation Based on Medical Reasons or Disability: A certification must be signed by a health care provider and must certify that the employee is under the provider's medical care and that the employee should be exempt from receiving the COVID-19 vaccination due to medical contraindications.

Accommodation Based on Sincerely Held Religious Belief: A request for an exemption due to a sincerely held religious belief must include the following:

- The signatures of the employee and the employee's religious/spiritual leader;
- An express certification that political, social, scientific, or other non-religious views are not sufficient justification for a religious exemption under Title VII of the Civil Rights Act of 1964; and
- An explanation of how the employee's religious or religious-type beliefs prevent vaccination.

Any employee who is not vaccinated but receives a medical or religious exemption must abide by all health and safety protocols implemented by the Town, including but not limited to wearing face coverings and weekly testing.

Employees who wish to request a medical or religious exemption should contact the Human Resources Department as soon as possible.



**X. PRIVACY AND CONFIDENTIALITY**

All employee vaccination information and other individually identifiable medical information shall be maintained in a confidential manner as required by law. All information will be kept separate from an employee's personnel file.

**XI. EFFECTIVE DATE**

This policy is effective as of **October 25, 2021**.

This policy was approved by the Lancaster Selectboard and the Board of Health. The Town expressly reserves the right to amend, modify, or supplement this policy, in whole or in part, at any time.

If you have any questions regarding this policy, please contact the Human Resources Department. Thank you for your continued cooperation and support.

Dated: September 27, 2021



#2

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## TOWN OF LANCASTER SENIOR CITIZEN PROPERTY TAX WORK-OFF PROGRAM

**Purpose:** *Guidelines for the Senior Citizen Property Tax Work-Off Abatement Program are in accordance with Massachusetts General Law Chapter 59 Section 5K*

To provide property tax relief to homeowners residing in Lancaster who are over 60 years of age. Eligible applicants are given the opportunity to reduce their property tax obligation by as much as \$1,500.00 in exchange for community service. Under the program, participating taxpayers volunteer their services to the municipality in exchange for a reduction in their tax bills.

### **Eligibility Requirements**

The applicant must satisfy tests relating to age, residency and ownership of the property on which the tax is to be abated. Town of Lancaster employees will not be eligible for this program. Members of Boards, Commissions, Councils, and Committees cannot participate by doing work related to their appointed or elected position.

**Age:** Applicants must be over 60 years of age

**Residency and Ownership:** Applicants must reside in Lancaster and be the assessed owner of the property on which the tax to be abated is assessed, or have acquired ownership of the property before the volunteer services are performed and the abatement applied.

**Documentation:** Applicants must provide whatever information is reasonably required to establish their eligibility. This information may include, but is not limited to:

1. Birth Certificate
2. Evidence of residency and ownership of property on which tax is to be abated.
3. Copy of most recent tax bill.



## TOWN OF LANCASTER SENIOR CITIZEN PROPERTY TAX WORK-OFF PROGRAM

### Guidelines

#### **Maximum Abatement and Hourly Rate**

In accordance with M.G.L. Ch. 59 Section 5K, the maximum abatement taxpayers may earn is \$1,500 per fiscal year. In addition, they cannot receive credit for their services at an hourly rate higher than the state's minimum wage and no lower than the federal minimum wage. The Selectboard has approved an hourly compensation, up to \$1,500 maximum per fiscal year, based upon the current state minimum wage, as of the program start date of November 1<sup>st</sup>. All hours worked for abatement must be completed from November 1 to October 31 and any excess hours cannot be carried over. The amount of the abatement earned by each participant will be applied as a credit/abatement to the **actual** tax bills (third and fourth quarter) for the applicable fiscal year. All completed hours must be certified to the assessors before the abatement is applied to the actual tax bills.

*(There is a limit of \$1,500.00 per residence/property per fiscal year. Hours can be shared by spouses residing in the same household. However, the maximum total abatement cannot exceed \$1,500.*

#### **Jobs**

A variety of jobs may be available. Examples of duties may include clerical assistance; sorting, filing, shredding, photocopying, light labor, etc. Department heads must submit all requests to the Assessors Office outlining their needs for positions by the September 30<sup>th</sup> prior to the start of the program date (November 1<sup>st</sup>). The program will attempt to match the skills and interests of applicants to the needs of Town departments. The number of positions available is based upon funding in each fiscal year combined with the needs of various Town departments.

#### **Application Process**

Applications are accepted at any time, but will only be considered as long as funds are available during the program year (November 1 – October 31).

All applicants are required to complete the Program's application form annually. Applications will be available online at [https://www.ci.lancaster.ma.us/sites/g/files/vyhlf4586/f/uploads/stap\\_application\\_fy2022\\_0.pdf](https://www.ci.lancaster.ma.us/sites/g/files/vyhlf4586/f/uploads/stap_application_fy2022_0.pdf)

Alternatively, the application can be mailed to you or picked up in the Assessors Office.

Completed applications along with the required verification documents must be returned to: Assessors Office, 701 Main St, Suite #3, Lancaster MA 01523.

**\*\* Applications will not be accepted unless the supporting documentation described above is included.**



## TOWN OF LANCASTER SENIOR CITIZEN PROPERTY TAX WORK-OFF PROGRAM

Upon receipt and review of the application and verification documents by the Assessors Office, applicants will be notified in writing as to whether or not they are eligible to participate in the program. Applicants may not start work until they are in receipt of written notification from the Town informing them of their acceptance in the program and their assigned position. Also, all necessary paperwork must be completed before any work is performed.

### **Timesheets**

Participants will be required to keep track of all hours worked monthly on program timesheets which will be signed by the participant and signed by department heads as verification. Participants must turn in signed timesheets to the Assessors Office by the 5<sup>th</sup> of each month for hours worked the previous month. All hours must be completed, approved and submitted to the Assessors Office on or before the start of the next program year (November 1), in order to process an abatement on the applicable fiscal year's actual tax bills.

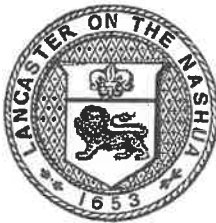
### **Treatment of Amount Earned**

The amount of the property tax reduction the taxpayer receives under this statute is not considered income or wages for the purposes of state income tax withholding, unemployment compensation or workmen's compensation. The abatement amount is however, considered income for purposes of federal income tax. Therefore, an IRS Form W-2 will be provided to the program participant.

Updated 11-06-18  
Approved BOS 11-05-2018







## TOWN OF LANCASTER SENIOR CITIZEN PROPERTY TAX WORK-OFF PROGRAM

**Purpose:** *Guidelines for the Senior Citizen Property Tax Work-Off Abatement Program are in accordance with Massachusetts General Law Chapter 59 Section 5K*

To provide property tax relief to lower-income, senior homeowners, over 60 years of age. Eligible seniors are given the opportunity to reduce their property tax obligation by as much as \$1,500.00, in exchange for community service. Under the program, participating taxpayers volunteer their services to the municipality in exchange for a reduction in their tax bills.

### **Eligibility Requirements**

The senior must satisfy tests relating to age, domicile, ownership, occupancy, annual income and assets. If the senior owns the property with someone who is not their spouse, for example, their children, siblings, other relatives or partner, then each of the other co-owners must also satisfy the income and asset tests. Town of Lancaster employees will not be eligible for this program. Members of Boards, Commissions, Councils, and Committees cannot participate by doing work related to their appointed or elected position.

**Age:** senior applicants must be over 60 years of age

**Ownership and Residency:** applicants must be the assessed owner of the property on which the tax to be abated is assessed, or have acquired ownership before the work is performed and the abatement applied. The applicant must own and occupy the property as their domicile. Their domicile is where their principal and legal home is located, their family, social, civic and economic life is centered and they plan to return whenever they are away. They may have more than one residence, but only one domicile.

- If the applicant holds a life estate in the domicile, the applicant is the owner
- If the domicile is held in a trust, the applicant must have legal title, i.e., be one of the trustees, on the applicable January 1 assessment date, or at the time the work is performed

**Income Limits:** applicant's income (gross receipts) for the previous calendar year cannot exceed a specified limit. Gross receipts means income from all sources. If the applicant is single, the allowable gross receipts of the applicant **and other household members** cannot exceed \$75,000. If the applicant is married, the limit is based on the combined gross receipts of the applicant, their spouse **and other household members** and cannot exceed \$100,000.

**Asset Limits:** applicant's assets (whole estate) cannot exceed \$500,000. Whole estate means all assets to which the applicant has legal title and access as sole, joint owner or trustee that contribute to their total worth. The value of the domicile and one registered vehicle will not be included.

**Documentation:** applicant must provide whatever information is reasonably required to establish their eligibility. This information may include, but is not limited to:

1. Birth Certificate
2. Evidence of ownership, domicile and occupancy
3. Income tax returns, bank and other asset account statements



## TOWN OF LANCASTER SENIOR CITIZEN PROPERTY TAX WORK-OFF PROGRAM

### Exceptions

Exceptions to the eligibility requirements for **income/asset limitations** *ONLY* may be considered and reviewed with the Council on Aging (COA) for any unexpected circumstances which may prevent the applicant from qualifying for the Work-Off Program.

### Guidelines

#### Maximum Abatement and Hourly Rate

In accordance with M.G.L. Ch. 59 Section 5K, the maximum abatement taxpayers may earn is \$1,500 per fiscal year. In addition, they cannot receive credit for their services at an hourly rate higher than the state's minimum wage and no lower than the federal minimum wage. The Board of Selectmen have approved an hourly compensation, up to \$1,500 maximum, based upon current state minimum wage, as of program start date which is November 1<sup>st</sup>. All hours worked for abatement must be completed from November 1 to October 31 and any excess hours cannot be carried over. The amount of the abatement earned by each participant will be applied as a credit/abatement to the **actual** tax bills (third and fourth quarter) for the applicable fiscal year. All completed hours must be certified to the assessors before the abatement is applied to the actual tax bills. *(There is a limit of \$1,500.00 per residence/property per fiscal year. Hours can be shared by spouses residing in the same household; however, credit cannot exceed the \$1,500 between the two.)*

### Jobs

A variety of jobs may be available; types of duties may include clerical assistance; sorting, filing, shredding, photocopying, light labor, etc. Department heads must submit all requests to the Assessors Office outlining their needs for positions by September 30<sup>th</sup> prior to the start of the program date (November 1<sup>st</sup>). The program will attempt to match the skills and interests of applicants to the needs of Town departments. The number of positions available is based upon funding in each fiscal year combined with the needs of various Town departments.

### Application Process

Applications are accepted at any time, but will only be considered as long as funds are available during the program year (November 1 – October 31).

All applicants are required to complete the Program's application form annually. Applications will be available online under the Assessors Department, mailed; upon request, or picked up in the Assessors Office.

Completed applications along with the required verification documents (listed below) must be returned to: Assessors Office, 701 Main St, Suite #3, Lancaster MA 01523.

**\*\* Applications will not be accepted unless all supporting documentation is submitted\*\***

### Verification Documents

- Copy of most recent tax bill
- The applicant must provide copies of Income and Asset information which is **confidential** information and not open to the public:
  - Copy of most recent signed Federal Income tax return, if applicable, most recent Social Security benefit statement from the Social Security Administration, pension statement and/or other documentation from any and all other sources of income, ie. W2/1099 Forms
  - Copy of most recent bank and other asset account statements



# Town of Lancaster

## Senior Tax Work-Off Program

Chapter 184 S52 of the Acts of 2002 (Amending G.L. Ch. 59 S5K)

978-365-3326x1000

[www.ci.lancaster.ma.us](http://www.ci.lancaster.ma.us)

### FY2022 Program Application Form

Work to be completed from November 1, 2020 to October 31, 2021

Abatement for hours worked will be applied to actual tax bills of FY2022

Return completed form to: Assessors Office, Town Offices (Prescott Building), 701 Main St, Lancaster MA 01523

#### Part 1: Applicant Eligibility

Name of Applicant: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Property Location: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Are you the current  
owner of the property? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is this property your  
legal residence  
(domicile)? \_\_\_\_\_ Yes \_\_\_\_\_ No

Form of  
Ownership: \_\_\_\_\_  
\_\_\_\_\_ Sole Owner  
\_\_\_\_\_ Co-Owner with Spouse  
\_\_\_\_\_ Co-Owner with Others,  
indicate: \_\_\_\_\_  
\_\_\_\_\_ Trustee of Trust  
\_\_\_\_\_ Life Estate

#### Part 2: Medical and Physical Restrictions

Please indicate and explain any restrictions which may keep you from performing certain types of work.

#### Part 3: Commitment, Availability, and Work Hours

I am able to commit to working a total amount of hours for fiscal year 2022 of:

\_\_\_\_\_ 118 hours for maximum abatement of \$1500

\_\_\_\_\_ 78 hours for abatement of \$1000

\_\_\_\_\_ 39 hours for abatement of \$500

Please indicate which weekdays and hours you are available to work or any schedule issues. Please also use this part to indicate if you have transportation or issues which affect your ability to travel to work at certain times.

#### Part 4: Your Qualifications, Skills, and Experience

Please explain in detail your knowledge, skills, abilities, and experience which demonstrate your qualifications to work in available positions. Please use this section to explain your previous work experiences and to tell us about yourself. Attach your work history or resume. List past program participation jobs and any skills you feel would be helpful such as typing, data entry, gardening, grounds-keeping, building maintenance, mechanical, electrical, computer spreadsheet calculations, customer service, technology skills, relevant hobbies, etc. Remember, we use this information to match you to a job or need of the Town.

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#### Part 5: Areas of Interest

Please indicate if there is any particular department you would like to work in and why.

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#### Part 6: Disclaimer and Signature

I, the undersigned, certify that all above information provided is accurate and true to the best of my knowledge and that I understand the eligibility requirements and policies of the program. I understand that if approved for participation:

I am responsible to immediately notify program administrators in writing of any changes affecting my eligibility.

I cannot begin work until notification of approval from the Lancaster Assessor's Office and work assignments have been determined.

I must turn in signed timesheets to the Principal Assessor by the 5<sup>th</sup> of each month for hours worked the previous month. All hours must be completed, approved and submitted to the Appropriate Department Head on or before 12:00PM on 10/31/2021 in order to process abatement for tax bills.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Part 7: Application Disposition

Approval of Eligibility by Assessors Office (does not guarantee program participation approval):

\_\_\_\_\_ Approved \_\_\_\_\_ Denied Signature \_\_\_\_\_ Date \_\_\_\_\_



# Town of Lancaster

## Senior Tax Work-off Program

Chapter 184 S52 of the Acts of 2002

(Amending G.L. Ch. 59 S5K)

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### Participation Agreement

The Town of Lancaster, a municipal corporation with offices at 701 Main St, Lancaster MA, hereinafter "the Town" and \_\_\_\_\_ (participant name) of \_\_\_\_\_ (participant address), Lancaster MA, hereinafter "the participant" agree as follows:

By signing this Participation Agreement the participant attests that they have read and understood all eligibility requirements and program policies as written on the Program Information Sheet for the current fiscal year. The Participant is responsible to immediately notify program administrators in writing of any changes affecting their eligibility including pending sale or change in ownership status of their property to which the abatement is to be credited.

The Participant will provide service to the Town, maximum abatement amount of \$1,500.00, between the date of execution of this Agreement and October 31, 2021.

It is agreed and understood by both parties that the actual work assignments may be made on a week-to-week basis and may vary according to the needs of the department(s) to which the Participant is assigned. The nature of the work assignment shall be dictated by the needs of the Town and the head of the department(s) to which the Participant is assigned.

The Participant is a volunteer in this program and is not entitled to benefits under any classification, compensation, or benefit schedule.

This Agreement will terminate on October 31, 2021, but may be terminated sooner at the discretion of the Lancaster Board of Assessors upon no less than seven (7) days written notice of termination, which shall be given or mailed to the Participant's residential address listed above.

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

Volunteer Participant: \_\_\_\_\_

Principal Assessor: \_\_\_\_\_



# **Town of Lancaster**

## **Senior Tax Work-off Program**

Chapter 184 S52 of the Acts of 2002

(Amending G.L. Ch. 59 S5K)

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### **STANDARD HOLD HARMLESS AND INDEMNITY CLAUSE FOR USE IN LEASES, USE AGREEMENTS, ETC.**

I, \_\_\_\_\_ (participant name), through the signing of this document, indemnify, hold harmless and defend the Town of Lancaster and its agents and employees from all suits and actions, including attorney's fees and all costs of litigations and judgment of every name and description brought against the Town as a result of loss, damage or injury to person or property by reason of any act by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Section 5K. In any city or town which accepts the provisions of this section, the board of selectmen of a town or in a municipality having a town council form of government, the town council or the mayor with the approval of the city council in a city may establish a program to allow persons over the age of 60 to volunteer to provide services to such city or town. In exchange for such volunteer services, the city or town shall reduce the real property tax obligations of such person over the age of 60 on his tax bills and any reduction so provided shall be in addition to any exemption or abatement to which any such person is otherwise entitled and no such person shall receive a rate of, or be credited with, more than the current minimum wage of the commonwealth per hour for services provided pursuant to such reduction nor shall the reduction of the real property tax bill exceed \$1,500 in a given tax year. It shall be the responsibility of the city or town to maintain a record for each taxpayer including, but not limited to, the number of hours of service and the total amount by which the real property tax has been reduced and to provide a copy of such record to the assessor in order that the actual tax bill reflect the reduced rate. A copy of such record shall also be provided to the taxpayer prior to the issuance of the actual tax bill. Such cities and towns shall have the power to create local rules and procedures for implementing this section in any way consistent with the intent of this section.

In no instance shall the amount by which a person's property tax liability is reduced in exchange for the provision of services be considered income, wages, or employment for purposes of taxation as provided in chapter 62, for the purposes of withholding taxes as provided in chapter 62B, for the purposes of workers' compensation as provided in chapter 152 or any other applicable provisions of the General Laws, but such person while providing such services shall be considered a public employee for the purposes of chapter 258, but such services shall be deemed employment for the purposes of unemployment insurance as provided in chapter 151A.

A city or town, by vote of its legislative body, subject to its charter, may adjust the exemption in this clause by: (1) allowing an approved representative, for persons physically unable, to provide such services to the city or town; or (2) allowing the maximum reduction of the real property tax bill to be based on 125 volunteer service hours in a given tax year, rather than \$1,500.





#3

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#4

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#5

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#6

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#7

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**FIRST AMENDMENT  
TO  
LAND CONFIRMATION, ACQUISITION AND USE AGREEMENT**

Amendment (this "**Amendment**") made this \_\_\_\_\_ day of October, 2018 (the "**Effective Date**") by and between North Lancaster, LLC ("**North Lancaster**"), a Massachusetts limited liability company with a place of business at 435 Lancaster Street, Leominster, Massachusetts 01453, and the Town of Lancaster (the "**Town**") a Municipal Corporation acting by and through its Board of Selectmen and its Conservation Commission (the "**Conservation Commission**") (together, the "**Parties**").

Reference is made to the Land Confirmation, Acquisition and Use Agreement entered into between the Parties dated October 19, 2017 (the "**Agreement**"), the terms of which are incorporated herein by reference.

WHEREAS, North Lancaster represents that it has entered into a Purchase and Sale Agreement with 702, LLC (the "**Purchaser**") with respect to land that is the subject of the Agreement and described in the Agreement as the **North Lancaster Property** and the **Conservation Property** (together, the "**Subject Property**"); and

WHEREAS, the Parties desire to amend the terms of the Agreement to alter and confirm the rights and obligations of the Parties under the Agreement, and to allow North Lancaster to assign its right, title and interest to another party, as set forth herein.

**NOW, THEREFORE**, for the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Performance to Date.** As of the Effective Date, the Town acknowledges and agrees that: (i) North Lancaster has paid all fees and expenses owed under the Agreement; and (ii) North Lancaster is not in default of its obligations under the Agreement.
2. **Assignment and Assumption.** North Lancaster may assign its right, title and interest in this Agreement, as amended hereby, to the Purchaser or any other party ("**Assignee**") only upon and together with the conveyance to such Assignee of all of North Lancaster's right, title and interest in and to the Subject Property, and the execution by North Lancaster and Assignee of an Assignment and Assumption agreement, in form acceptable to the Town, irrevocably assigning, setting over, transferring and conveying to Assignee all of North Lancaster's right, title and interest in and to the Agreement, as hereby amended, and providing that Assignee shall accept such assignment and the rights granted thereby, and shall expressly assume, for itself and its successors and assigns upon such conveyance, the Agreement as hereby amended and all of the obligations and liabilities, fixed and contingent, of North Lancaster thereunder which have accrued or which will accrue from and after the date thereof and agrees to be bound by the terms, covenants, agreements, provisions, conditions, obligations and liability of North Lancaster thereunder, which have accrued and which will accrue from and after the date thereof,

and to keep, perform and observe all of the covenants and conditions contained therein on the part of North Lancaster to be kept, performed and observed thereunder.

3. **Private Property.** A plan prepared pursuant to G.L. c. 41, 81X having now been recorded with the Worcester District Registry of Deeds in Plan Book 937, Plan 77, North Lancaster or its Assignee may request that the Assessor determine that the record owner of the **Private Property** (as that term is defined in the Agreement) is North Lancaster or its Assignee, as applicable.
4. **Section 2.1.e.** Section 2.1.e of the Agreement is deleted in its entirety.
5. **Real Estate Taxes.** Notwithstanding any provision of the Agreement or this Amendment to the contrary, at the time that the Assignee takes title to the Subject Property, all real estate taxes owed by North Lancaster to the Town shall be paid current.
6. **Date of Initial Closing.** The Date set forth in Section 1.5 of the Agreement is deleted and replaced with the following:

DATE:           The date set forth in a written notice from North Lancaster or its successor, as the case may be, to the Town, said date to be between March 15, 2019 and July 1, 2019.
7. **Conveyance of Parcel 14-15.** Immediately following Section 2.1.g of the Agreement, the following shall be added:

Within Sixty (60) days after the Effective Date (as defined in the Amendment):

  - a)       Notwithstanding any provision of the Agreement to the contrary, North Lancaster or Assignee, as the case may be, shall convey Parcel 14-15 to the Town, acting by and through its Conservation Commission, by good and sufficient quitclaim deed.
8. **Initial Closing.** In Section 2.1 of the Agreement, immediately following the subheading "At the date and time of the Initial Closing", delete subsection a) and replace the same with: "a) North Lancaster or Assignee, as the case may be, shall convey Parcel 19-11 to the Town, acting by and through its Conservation Commission, by a good and sufficient quitclaim deed."
9. **Date of Supplemental Closing.** The Town and North Lancaster acknowledge and agree that no property is to be conveyed as part of the Supplemental Closing, and, therefore, all references to the Supplemental Closing in the Agreement are hereby deleted.
10. **Date of Final Closing.** The Date set forth in Section 1.7 of the Agreement is deleted and replaced with the following:

DATE: The date set forth in a written notice from North Lancaster, or Assignee, as the case may be, to the Town, said date to be no later than October 19, 2021.

11. Final Closing. Delete subsection (a) in its entirety and relabel subsection (b) to (a). The Town and North Lancaster acknowledge and agree that the obligation to convey any land not part of the mixed-use development is deleted from the Agreement and the obligation relative to the trail system on Parcel 13-8 as set forth in the former subsection (b) (now (a)) remains unchanged. .
12. Ratification and Confirmation. Except as expressly modified by this Amendment, the Agreement shall remain unchanged, is in full force and effect and is hereby ratified and confirmed.
13. Binding Effect. This Amendment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto.
14. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Amendment.
15. Governing Law. The interpretation and construction of this Amendment, and all matters relating hereto, shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to the conflicts of law principles thereof.

Executed as an instrument under seal on the date above first written.

**SIGNATURES ON NEXT PAGE**

**NORTH LANCASTER, LLC**

By: \_\_\_\_\_  
Steve Boucher  
Its Manager

**TOWN OF LANCASTER  
BOARD OF SELECTMEN**

  
Stanley B. Starr, Chair

**TOWN OF LANCASTER  
CONSERVATION COMMISSION**

  
Nathan Stevens, Chair

## LAND CONFIRMATION, ACQUISITION AND USE AGREEMENT

**AGREEMENT** made this 19<sup>th</sup> day of October 2017, by and between **North Lancaster, LLC** ("North Lancaster"), a Massachusetts limited liability company with a place of business at 435 Lancaster Street, Leominster, Massachusetts 01453 and the **Town of Lancaster** (the "Town") a Municipal Corporation acting by and through its Board of Selectmen and its Conservation Commission (the "Conservation Commission").

### RECITALS

**WHEREAS**, the Town brought an action in the Massachusetts Land Court, Town of Lancaster v. Owners Unknown et al., Case No. 10 TL 140513 (the "Land Court Case") seeking to foreclose all rights of redemption on a parcel of land containing approximately 14.5 acres and identified on the Assessors' Map 14 as Parcel 13 (**Parcel 14-13**); and

**WHEREAS**, persons claiming by, through and under North Lancaster are named defendants in the Land Court Case and claim an interest in **Parcel 14-13**; and

**WHEREAS**, the Town is willing to allow North Lancaster to redeem **Parcel 14-13** in accordance with G.L. c.60, §68, subject to the terms of this Agreement; and

**WHEREAS**, North Lancaster claims ownership of a certain parcel of land containing approximately 71.70 acres identified on the Town's Assessors' Map 19 as Parcel 11 (**Parcel 19-11**); and

**WHEREAS**, North Lancaster claims ownership of a certain parcel of land containing approximately 14.00 acres identified on the Town's Assessors' Map 14 as Parcel 15 (**Parcel 14-15**); and

**WHEREAS**, North Lancaster claims ownership of a certain parcel of land containing approximately 33.00 acres identified on the Town's Assessors' Map 13 as Parcel 8 (**Parcel 13-8**); and

**WHEREAS**, the Town claims ownership of a certain parcel of land containing approximately 21.50 acres identified on the Town's Assessors' Map 13 as Parcel 4 (**Parcel 13-4**) by way of a Treasurer's deed recorded with the Worcester District Registry of Deeds in Book 2947, Page 90; and

**WHEREAS**, the Town's Assessors list the Commonwealth of Massachusetts as the owner of certain parcels of land containing a total of approximately 41.59 acres which are identified on the Town's Assessors' Map 14 as a portion of Parcel 11, and which are shown as Parcels 14-11A, B4 and B2 and shaded as "Assessed to Comm of Mass" on the plan entitled "Property Owner Sketch in Lancaster, Massachusetts" prepared by Hannigan Engineering, Inc. dated September 20, 2017, a copy of which plan is attached hereto as Exhibit A (together, the "**Parcel 14-11 Portion**")

( **Parcels 14-13, 19-11, 14-15, 13-8, 13-4 and the Parcel 14-11 Portion (14-11A, B4 and B2)** may collectively be referred to in this Agreement as the context permits as the “**LAND**” and are shown on Exhibit A); and

**WHEREAS**, the Town, acting by and through its Conservation Commission pursuant to G.L. c.40, §8C, desires to acquire **Parcel 19-11 and Parcel 14-15** so that said parcels will be protected and maintained in perpetuity as open space and conservation land, and further to obtain a permanent easement in a portion of **Parcel 13-8** sufficient to maintain an existing network of trails or portion thereof for the public enjoyment of said trails and nearby conservation lands; and

**WHEREAS**, North Lancaster desires to see **Parcels 19-11, 14-15 and a portion of 13-8** protected and maintained as open space and conservation land as part of an overall use and development plan for the area;

**WHEREAS**, North Lancaster further desires that other portions of the **LAND** used or considered for incorporation into a mixed-use development that would include residential and open-space components; and

**WHEREAS**, the parties agree that a comprehensive and desirable land use approach to the use and development of the **LAND** is in the best interests of the parties to preserve certain areas for open space and conservation land and facilitate development of other areas in a manner that addresses community needs and provides significant tax revenues to the Town.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

#### **SECTION 1 -- INFORMATION AND DEFINITIONS**

##### **1.1 PREMISES:**

The “**Town Property**” shall consist of **Parcel 13-4**.

It is acknowledged by the parties hereto that prior to January 1, 2016, the Town’s Assessors listed the Commonwealth of Massachusetts as the owner of Parcel 13-4. Having reviewed a certain title opinion issued by Coppola and Coppola dated Nov. 9, 2015, indicating that the Town is the record owner of the Parcel, and pursuant to the approval subsequently obtained from the Massachusetts Department of Revenue, as of January 1, 2016, the Town’s Assessors have determined the Town of Lancaster is the record owner of the Parcel.

The “**North Lancaster Property**” shall consist of **Parcel 19-11 and Parcel 14-15**;

The “**Conservation Property**” shall consist of **Parcel 13-8**; and



**Parcel 14-13 shall be referred to hereinafter as the "Tax Property."**

**Parcel 14-11 Portion shall be referred to hereinafter as the "Private Property."**

1.2 FIRST PARTY ("Town"): the Town of Lancaster, acting by and through its Board of Selectmen and Conservation Commission.

1.3 SECOND PARTY ("North Lancaster"): North Lancaster, LLC.

1.4 CONSIDERATION:

The consideration for the required actions of each party to this Agreement shall be the completion of the required actions of the other party in accordance with the terms of this Agreement.

1.5 INITIAL CLOSING:

DATE: One hundred and twenty (120) days after the execution of this Agreement.

TIME: 11:00 A.M.

PLACE: Worcester District Registry of Deeds, or such other location as the parties agree upon in writing.

Time is of the essence.

1.6 SUPPLEMENTAL CLOSING:

DATE: Thirty (30) days following a determination by the Assessors, as evidenced by a change in the Assessors' Maps, that North Lancaster is the owner of the Private Property (but not before the Initial Closing), and which may result from the recording of a deed or other instrument granted to a third party, establishing or asserting title to the Private Property in North Lancaster or said third party.

TIME: 11:00 A.M.

PLACE: Worcester District Registry of Deeds, or such other location as the parties agree upon in writing.

Time is of the essence.

1.7 FINAL CLOSING:

DATE: Thirty (30) days following the completion of mixed-use development of the land depicted on Exhibit A as "Owned by North Lancaster, LLC", or three (3) years from the date of this Agreement, whichever is earlier.

TIME: 11:00 A.M.

PLACE: Worcester District Registry of Deeds, or such other location as the parties agree upon in writing.

Time is of the essence.

## SECTION 2 -- GENERAL PROVISIONS

2.1 Covenant. The Parties agree to undertake the following actions, subject to the terms of this Agreement.

Upon the execution of this Agreement:

- a. North Lancaster shall request that the Assessors' office review and finally determine North Lancaster's claim that North Lancaster is the owner of the Private Property, and North Lancaster agrees to provide the Assessors' office or any state agency, at North Lancaster's sole cost and expense, with any and all information necessary or convenient for such review and determination;
- b. The Town shall file a motion to withdraw its complaint to foreclose in the Land Court Case along with a letter to the judge that indicates the case has been settled and North Lancaster will be redeeming the **Tax Property** for a sum of \$63,040.19 in accordance with the provisions of G.L. c.60, §68, provided that North Lancaster shall have paid in full all taxes owed to the Town, with the exception of taxes owed on **Parcel 19-11**.
- c. The parties shall execute and cause to be recorded at North Lancaster's expense, the Notice of Agreement attached as Exhibit B which shall be a lien on the North Lancaster Property.
- d. The Town shall, within sixty (60) days of the execution of this Agreement, to the extent permitted by law, take such action as is required in preparation for and hold an auction pursuant to the provisions of G.L. c.60, §77B, for the purpose of selling the Town Property to the highest bidder, and shall accept the highest bid made at such auction by a qualified buyer, whoever that may be, that is no less than \$90,000, which sum the Town has currently determined by appraisal to be the fair value of the Property, a copy of which shall be provided to North Lancaster upon execution of this Agreement and shall be made available to all other members of the public upon request. The Town may set a minimum bid price approximately equal to said fair value;
- e. North Lancaster intends to request that the Commonwealth of Massachusetts approve the transfer to North Lancaster of Parcel 13-5 (consisting of approximately 8.1 acres) and the northern portion of Parcel 14-11 (consisting of approximately 40 acres) (both of which may be subject to the provisions of

Article 97 of the Amendments to the Massachusetts State Constitution). The Conservation Commission shall support the transfer provided and on the condition that North Lancaster offer to convey to the Town, acting by and through its Conservation Commission, in exchange for the Commonwealth land other land of North Lancaster with at least as much acreage as the land transferred to North Lancaster by the Commonwealth and in the judgment of the Conservation Commission is of equal or greater value as open space and other conservation purposes to the land proposed for transfer to North Lancaster. The Conservation Commission's support for the transfer shall further be tied to a specific proposal by North Lancaster which includes an assessors map or survey plan explicitly identifying those properties proposed for conveyance to the Town presented to the Conservation Commission for approval at least thirty (30) days in advance of North Lancaster's submittal of the same proposal and plan to the Commonwealth, provided, however, that the Conservation Commission may withdraw its support for the transfer in the event the proposed exchange is not acceptable to either the Town or the Commonwealth;

- f. North Lancaster shall make a payment to the Town in the amount of \$13,742.50 for those expenses incurred by the Town to date, and not otherwise provided for in this Agreement, in connection with negotiating and preparing this Agreement, including counsel fees to review title, draft agreements between the parties, including this Agreement, and provide legal advice to the Town concerning this Agreement. The portion of such expenses charged by Town Counsel, Tax Title Counsel, and the Town's title examiners to the Conservation Commission in the amount of \$8,825.00 shall be credited to the Conservation Commission's Trust Fund. Such payments shall be in addition to the payment made to redeem the property as set forth in Section 2.1.b above; and
- g. North Lancaster shall be current on all real estate taxes due on any parcels owned by North Lancaster except for **Parcel 19-11**.

At the date and time of the Initial Closing:

- a) North Lancaster shall convey the **North Lancaster Property** to the Town by good and sufficient quitclaim deed, provided, however, in the event the Assessor has not determined that North Lancaster is the owner of the Private Property as set forth above, at the Initial Closing North Lancaster shall convey only Parcel 14-15 and the northern "half" of Parcel 19-11 consisting of approximately 40 acres (bounded on the south side by the southern boundary of the electric easement) and shown on Exhibit A as 19-11-A;

At the date and time of the Supplemental Closing:

- a) North Lancaster shall convey to the Town, by good and sufficient quitclaim deed, that portion of **Parcel 19-11**, if any, including that portion shown as 19-11-B on Exhibit A not conveyed to the Town at the Initial Closing.

At the date and time of the Final Closing:

- a) North Lancaster shall convey to the Town, by good and sufficient quitclaim deed, such land or portions thereof within the completed mixed-use development of the land depicted on Exhibit A as "Owned by North Lancaster, LLC," that are not part of such development (including, without limitation, parks, recreational or buffer areas) and that are capable of being protected and maintained in perpetuity as open space and conservation land.
- b) North Lancaster shall convey a permanent easement to the Town on **Parcel 13-8** sufficient to allow the Town to maintain an existing network of trails on said parcel for public use and enjoyment, which trail network is approximately depicted on a sketch plan attached hereto as Exhibit C, provided that such easement may be over the existing trail system or other new trails of equivalent functional use and value as the existing trail system or some combination of both and North Lancaster shall allow public use and enjoyment of the existing trail network from the date of this Agreement up through and including the date of the grant of the permanent easement.

The instruments referenced above shall be hereinafter referred to collectively as the "Deeds." The lands and interests in land conveyed by such Deeds shall be collectively referred to as the "Premises."

At each Closing:

- a) North Lancaster shall pay all real estate taxes owing on the property being conveyed as of the date of closing, and the taxes on such property shall thereupon be adjusted in accordance with G.L. c.59, §72A. Any real estate taxes paid by North Lancaster prior to the closing in excess of that required to be paid hereunder shall not be refunded.
- b) North Lancaster shall make a payment to the Town for those expenses incurred by the Town to date, and not otherwise provided for in this Agreement, to provide for the transfer of property in accordance with this Agreement, including counsel fees to review title, prepare instruments for recording and other closing documents, and otherwise prepare for and carry out such closing. Such payments shall be in addition to the payment to redeem the property as set forth in Section 2.1.b above. The performance of this obligation shall, as necessary, survive the closing and delivery of the Deeds.

North Lancaster's obligations under this Agreement are not contingent upon, unless otherwise expressly stated: a) a determination of the Assessors' Office that North Lancaster is the owner of the Private Property; b) sale of the Tax Title Property if no qualifying bids are received; or c) North Lancaster obtaining title to Parcel 13-5 and/or the northern portion of Parcel 14-11.

2.2 Buildings, Structures, Improvements, Fixtures. The Premises consist of vacant land.

2.3 Title. North Lancaster shall convey the North Lancaster Property to the Town, by good and sufficient quitclaim deed running to the Town and said quitclaim deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement; and
- (d) Easements, restrictions and reservations of record, provided the same do not prevent or conflict with the preservation and use of the North Lancaster Property for open space and passive recreation purposes.

North Lancaster shall convey a permanent easement in the Conservation Property to the Town by recordable grant of easement conveying a good and clear record and marketable title thereto, free from or superior to any liens or encumbrances on the Conservation Property that could be enforced against the Town or result in loss of the Town's title if enforced.

Following the recording of the Deeds, North Lancaster shall deliver to the Town, at its cost, an owner's title insurance policy that insures title to the parcels conveyed to the Town in accordance with the terms of this section.

The Town shall accept the deeds to the North Lancaster Property pursuant to G.L. c.40, §8C, for open space and passive recreation purposes, which acceptance shall make use and disposition of the property conveyed thereby subject to the provisions of Article 97 of the Amendments to the Massachusetts State Constitution.

2.4 Deeds; Plans. The Town shall be responsible for drafting the Deeds. If a plan is required to effect any conveyance of the North Lancaster Property as set forth herein, North Lancaster shall provide for the preparation and approval of such plan at its sole cost and expense, and shall deliver such plan in a form adequate for recording or registration to the Town for approval at least 30 days prior to closing.

2.5 Registered Title. In addition to the foregoing, if title to any part of said Premises is registered, the deed for such property shall be in a form sufficient to entitle the grantee to a Certificate of Title for said property, and the grantor shall deliver with said deed all instruments, if any, necessary to enable grantee to obtain such Certificate of Title.

2.6 Possession and Control of Premises. Full possession of the Premises free of all tenants and occupants, is to be delivered at the time of the delivery of the Deeds, said Property to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) in compliance with the provisions of clause 2.3 hereof. The Town shall be entitled personally to inspect the Premises prior to the delivery of the deeds in order to determine whether the condition thereof complies with the terms of this clause. North Lancaster agrees that, from the date of this Agreement, it will not cut or remove any wood on or from or excavate or remove any earth materials from the Premises, or take or allow any action to be taken, including bringing

vehicles or machinery upon the aforesaid property, that will or is reasonably likely to disturb, alter, or damage such properties, including the trees and other vegetation thereon.

2.7 Extension to Perfect Title or Make Premises Conform. If North Lancaster shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of a deed the Premises do not conform with the provisions hereof, then the North Lancaster shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty calendar days. Reasonable efforts as used herein shall not require the parties to separately incur more than \$1,000.00 in costs and expenses to remove or cure such defects or deficiencies, except with respect to monetary liens, for which there shall be no limit and which shall be required to be discharged as of the closing.

2.8 Failure to Perfect Title or Make Premises Conform: Election to Accept Title. If at the expiration of the extended time North Lancaster shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then all obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, provided, however, that the the Town shall have the election, at either the original or any extended time for performance, to accept such title as North Lancaster can deliver to the Premises in its then condition, in which case North Lancaster shall convey such title.

2.9 Acceptance of Deeds. The acceptance by the parties of the Deeds shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed before or after the delivery of said Deeds.

2.10 Closing Costs. At closing, North Lancaster shall pay (a) the recording and filing fees incurred in connection with recording and/or filing a plan or plans of any part of the Premises and the cost of obtaining and recording and/or filing such instruments as are necessary to establish North Lancaster's good and clear record and marketable title to the Premises and North Lancaster's authority to convey the fee or other interest in same free of encumbrances in accordance with the terms of this Agreement; (b) the fees and expenses of North Lancaster's attorneys; and (c) any other costs and expenses incurred by North Lancaster. At closing, the Town, acting by and through the Conservation Commission, shall pay (a) the recording and filing fees incurred in connection with recording the Deeds and such instruments as are necessary to establish the Town's acceptance of the Deeds; (b) the closing fees and expenses of the Town's attorneys; and (c) any other closing costs and expenses incurred by the Town with regard to the acceptance of the Deeds.

2.11 Brokers. The parties each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. The parties agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the Deeds.

2.12 Contingencies. Except as expressly provided in this Agreement, the Town's performance hereunder is expressly contingent upon satisfaction of the following conditions:

- (a) North Lancaster shall have complied with the disclosure provisions of G.L. c.7C, §38;
- (b) The Town shall have inspected the Premises and be satisfied with the condition thereof;
- (c) Any other requirements of the Massachusetts General or Special Laws precedent to the acquisition and disposition of the Premises by the Town;
- (d) There shall be no evidence of the presence of hazardous waste or hazardous material, or other materials hazardous to health and safety, on the Premises in reportable quantities.

North Lancaster and the Town agree to diligently pursue satisfaction of the above conditions. If any of the above conditions are not satisfied as of the date and time of closing, either party shall have the option of extending the closing date until such conditions are satisfied, provided that the closing date shall not be extended more than six (6) months beyond the closing date, other than by agreement of the parties, and further provided that the each party shall give the other party three days written notice of its exercise of this option and shall give the other party ten days written notice of the new closing date. If neither party extends the closing date and such conditions have not been timely satisfied, or alternatively waived by the applicable party the Agreement shall be deemed terminated whereupon all obligations of the parties not then performed shall cease and this Agreement shall be void and without recourse to the parties hereto.

2.13 Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under said Premises from other premises;
- (b) the Premises shall not be the subject of any litigation or threat of litigation as indicated by a recorded lis pendens prior to the closing date.

2.14 Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a Title Standard or a Practice Standard of the Real Estate Bar Association (REBA) shall be governed by said Standard to the extent applicable.

2.15 Hazardous Materials. The Parties shall, no later than thirty (30) days prior to closing, provide each other with information of any past or current release or threat of release, or the presence of "hazardous materials" and "oil" on the Premises, as such terms are defined in G.L. c. 21E, and copies of all environmental tests, studies, and assessments relating to the Premises and

copies of all notices of noncompliance or responsibility received from the Department of Environmental Protection or any other federal, state, or local governmental body. The provisions of this paragraph shall survive the delivery of the deed.

2.16 Representations and Warranties. North Lancaster represents and warrants to the Town, effective as of the date of this Agreement and also effective as of the date of closing, unless otherwise specified, that:

- a. No options, rights of first refusal, or other contracts have been granted or entered into which give any other party a right to purchase or acquire any interest in the Premises (Though no such contracts exist as of the date of the Agreement, North Lancaster shall have the right to enter such contracts after this date provided said contracts are expressly subject to North Lancaster's obligations under this Agreement);
- b. As of the date of this Agreement, and thereafter until Closing, no persons or entities other than North Lancaster, its successors or assigns, occupy or use or have a legal right to occupy or use any part of the Premises, and North Lancaster has not at any time in anticipation of conveying the Premises to the Town caused any such person or entity to be removed from the North Lancaster Property or terminated the legal right of any person or entity having a legal right to occupy or use the North Lancaster Property.
- c. North Lancaster has no present knowledge of and will disclose and deliver all received written notices of, any planned or threatened condemnation or eminent domain proceedings, or other legal proceedings concerning the Premises;
- d. This Agreement has been duly authorized by all requisite action and to the best North Lancaster's knowledge, is not in contravention of any law or organizational documents and this Agreement has been duly executed by a duly authorized manager of said North Lancaster;
- e. The execution of this Agreement does not violate any other contracts, agreements, or any other arrangements of any nature whatsoever that North Lancaster has with third parties;
- f. There is no litigation pending, or to the best of North Lancaster's knowledge, threatened against North Lancaster or the Premises, which, if determined adverse to North Lancaster would affect, in any materially adverse respect, the ability of North Lancaster to transfer title to the Premises as herein provided or to otherwise perform North Lancaster's obligations hereunder;
- g. To the best of North Lancaster's knowledge, information and belief: (i) there has been no release of any hazardous materials or oil on, from or near the Premises (as used in this Agreement, the terms "release," "hazardous materials" and "oil" shall have the meaning given to them in M.G.L.c.21E); (ii) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or



previously abandoned on the Premises; and (iii) chlordane has not been used as a pesticide on the Premises;

- h. North Lancaster has received no written notice from any governmental authority or agency having jurisdiction over the Premises of any environmental contamination, or the existence of any hazardous materials at said property in violation of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. § 9601, et seq. (CERCLA), or any similar federal, state or local statute, rule or regulation.
- i. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by North Lancaster.

North Lancaster will not cause nor, to the best of North Lancaster's ability, permit any action to be taken which would cause any of North Lancaster's representations or warranties to be false as of closing, and in any event shall notify the Town of any change in these representations and warranties. North Lancaster's representations and warranties shall survive the closing and the delivery of the deed.

2.17 Inspection Rights. The Town shall have reasonable access to the Premises. It shall have the right at any time to enter such property at its own risk for the purposes of surveys, inspections and tests, provided, however, that it has given North Lancaster at least 24 hour's prior notice thereof. To the extent permitted by law, the Town shall hold North Lancaster harmless against any claim of any harm arising from said entry and shall restore the property to substantially the same condition as prior to such entry if the closing does not occur. The provisions of this paragraph shall survive the acceptance of the Deeds.

2.18 Affidavits. Simultaneously with the delivery of the Deeds, the Town and North Lancaster shall execute and deliver to the other, as may be required by the other party:

- a. Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce the party's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters;
- b. An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, the party's United States taxpayer identification number, that the party is not a foreign person, and the party's address (the "1445 Affidavit");
- c. Internal Revenue Service Form W-8 or Form W-9, as applicable, with the party's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating the party is not subject to back-up withholding

- d. Any plan not previously recorded and referred to in the Deed, such plan to be recordable;
- e. Any other documents reasonably requested by either party's counsel, by any title insurance company or by any lender granting mortgage financing on the Premises.

2.19 **Default.** If either party shall default in the performance of any of its obligations hereunder, and if such default is not cured within thirty (30) days after written notice to the defaulting party specifying such default, the other party shall be entitled to enforce the obligations of this Agreement by a suit for specific performance only, and shall have no other remedy at law or in equity, including the remedy of damages.

2.20 **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon express written confirmed receipt of e-mail or facsimile delivery:

If to North Lancaster:

Steve Boucher, Manager  
North Lancaster, LLC  
435 Lancaster Street  
Leominster, MA 01453  
e-mail: [Sboucher@boucher-construction.com](mailto:Sboucher@boucher-construction.com)

With a copy to:

Thomas M. Bovenzi, Esq.  
Bovenzi & Donovan  
14 Manning Avenue  
Leominster, MA 01453  
e-mail: [bovenzi@bdlaw1.com](mailto:bovenzi@bdlaw1.com)

If to the Town:

Town of Lancaster  
Town Hall  
695 Main Street  
Lancaster, MA 01523  
ATTN: Town Administrator  
e-mail: [opacheco@lancasterma.net](mailto:opacheco@lancasterma.net)

With a copy to:

James E. Coppola, Jr., Esq.  
Coppola And Coppola  
40 South Street  
Marblehead, MA 01945  
e-mail: [coppola.coppola@verizon.net](mailto:coppola.coppola@verizon.net)

Jonathan D. Eichman, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street, 12<sup>th</sup> Floor  
Boston, MA 02110  
e-mail: [JEichman@k-plaw.com](mailto:JEichman@k-plaw.com)

2.21 Closing. The Deed and other documents required by this agreement are to be delivered at the Date and Time of Closing and at the Place of Closing. All documents are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.

2.22 Taking. Notwithstanding anything herein to the contrary, in the event of a taking of all or part of the Premises by eminent domain by any entity other than the Town, either party may terminate this Agreement at its sole option.

2.23 Relocation. North Lancaster hereby waives any rights North Lancaster may have with respect to relocation assistance or benefits, including, without limitation, those rights and benefits provided pursuant to G.L. c. 79A and 760 CMR 27.00, et seq., and shall defend, indemnify and hold harmless the Town from any and all claims, damages, losses and costs incurred by the Town to satisfy any lawful claim for relocation assistance or benefits made by any person resulting from the Town's purchase or intent to purchase the Premises. The provisions of this section shall survive the delivery of the deed.

2.24 Liability of Trustee, Shareholder, Fiduciary, etc. If the Town or North Lancaster executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Town nor North Lancaster so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

2.25 Extensions. The Parties hereby authorize their respective attorneys to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the Deeds. The Parties shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

2.26 Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may

be canceled, modified or amended only by a written instrument executed by both the Town and North Lancaster. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it. All offers and agreements made prior to this agreement are hereby discharged and all further obligations of the parties are contained only in this agreement.

2.27 Captions. The captions and headings throughout this agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this agreement, nor in any way affect this agreement, and shall have no legal effect.

[signatures on following page]

In Witness whereof, the parties hereto sign this agreement under seal as of this 19<sup>TH</sup> day of October, 2017.

NORTH LANCASTER, LLC

  
By: Steve Boucher,  
Its: Manager

TOWN OF LANCASTER  
BOARD OF SELECTMEN

  
Stanley B. Starr, Jr., *Chair*

\_\_\_\_\_  
Walter F. Sendrowski, *Clerk*

\_\_\_\_\_  
Mark A. Grasso, Jr., *Member*

TOWN OF LANCASTER  
CONSERVATION COMMISSION

  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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#8

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#9

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**TOWN OF LANCASTER, MASSACHUSETTS  
FIRE-EMS DEPARTMENT**



*Michael J. Hanson, Fire Chief*

*1055 Main Street  
Lancaster, MA 01523*

*Tel: (978) 368-4003  
Fax: (978) 368-4006*

September 22, 2021

Board Of Selectmen  
Town of Lancaster  
701 Main Street  
Lancaster, MA 01523

**RECEIVED**

**SEP 22 2021**

**Board of Selectmen**

RE: Donation

Chairman Allison,

I am requesting that the Board accept this donation of \$4237.00 to the Fire department to be deposited in the fire gift account. This donation was made by the Lafferty Family in memory of their daughter Sloan. The sisters of Sloan had a lemonade stand to raise money to donate to the department in her name.

Thank you

**Michael J. Hanson**  
**Fire Chief/EMD**

Lancaster Fire-EMS Department  
1055 Main Street  
Lancaster, MA 01523  
Bus: 978-368-4003  
Fax: 978-368-4006  
[www.Lancasterfd.net](http://www.Lancasterfd.net)



#10

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## **VIII. APPOINTMENTS AND RESIGNATIONS**

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## Kathi Rocco

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**From:** Steve Kerrigan <stevekerrigan@gmail.com>  
**Sent:** Saturday, September 25, 2021 2:50 PM  
**To:** Jason A. Allison  
**Cc:** Kathi Rocco  
**Subject:** Economic Development Committee

Mr. Chairman, and through you to the Select Board,

I am writing to request appointment to the Economic Development Committee in the Town of Lancaster. Since my days in the town's Finance Committee and Select Board I have believed that we, as a community, must be engaged in the economic planning for our collective future.

I am a lifelong resident in the town and have served in town, state and federal government throughout my career. Additionally I have owned my own small business and now run one of the largest community health centers in the Commonwealth serving 30,000 patients in Central and MetroWest Massachusetts.

I look forward to discussing this matter with you further. Please let me know if there is a more formal application process to which you would like me to adhere.

Thank you, in advance, for your consideration.

Best,  
Steve Kerrigan  
267 Neck Road, Lancaster



## IX. LICENSES AND PERMITS

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# Police Department

## Official Use Only

Applicant Application for License Theatrical Exhibitions, Public Shows, Public Amusements and Exhibitions

of Every Description Held on Weekdays and Sundays

Applicant

Dean and Flynn, Inc. dba Fiesta Shows

Fiesta Shows in partnership with Bolton Fair, Inc. to host 2nd Annual Lancaster Holiday Light Show

☒ Approval recommended

☐ Approval NOT Recommended

Police detail required ☐ YES ☐

Comments/Conditions

Police Details will be required on Friday, Saturday, and Sundays, and all sold out nights during the event schedule.

Date 09-28-2021

*Chief Everett L. Moody*

Chief of Police



# The Bolton Fair, Inc.

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August 31, 2021

## 2nd Annual Holiday Drive-Thru at the Lancaster Fairgrounds

In conjunction with Fiesta Shows, The Lancaster Fairgrounds will host the 2<sup>nd</sup> annual Lancaster Holiday Light Show. This drive-thru Holiday Light Show will feature over 1-million holiday lights and decorations thru a 1-mile path on the fairgrounds. Guests will enjoy the experience from the comfort of their own vehicle, while a designated FM radio station transmits holiday music throughout the pathway.

Operating Dates: November 24<sup>th</sup> – January 2<sup>nd</sup>

Operating Hours: Sunday – Thursday 5pm-10pm

Friday – Sunday, Holidays 5pm-11pm

To improve traffic flow, two new systems will be in place this year. All of this information will be on the website.

1. We will be entering thru Gate 1 and exiting thru Gate 2. This allows for a two lane entrance at Gate 1, with twice as many cars able to enter the queue at any given time.
2. On -line ticket sales will be purchased in time slots, which allow the number of cars entering the fairgrounds to be controlled. There will be a fixed number of tickets sold for any given time slot during the evening. There may be a limited number of tickets available at the door if not sold out.

Being mindful of the continuing fight against the transmission of Covid, the following will also be in place.

1. All employees will have their temperatures checked daily. All employees will be required to wear masks while working. A full Covid-19 Safety plan will be followed to reduce contact/interaction between guests and staff.

2. A Drive-Thru food booth will serve Hot Chocolate, Bottled Water, Fried Dough, and Cotton Candy.

It is our goal to provide a safe and entertaining evening again this year.

Please let us know if you have any questions.

Best Regards,

Rose Darden Bolton Fair Inc. cell 508-294-8516

EJ Dean Fiesta Shows cell 603-474-5424



TOWN OF LANCASTER, MASSACHUSETTS  
 BOARD OF SELECTMEN  
 Town Hall, 695 Main Street, Suite 1  
 Lancaster, MA 01523  
 Tel: 978-365-3326 (ext 1201) Fax: 978-368-8486  
 Email: krocco@lanasterma.net



## APPLICATION FOR LICENSE THEATRICAL EXHIBITIONS, PUBLIC SHOWS, PUBLIC AMUSEMENTS AND EXHIBITIONS OF EVERY DESCRIPTION HELD ON WEEKDAYS

New Application X Renewal     

Name of Concern: Dean and Flynn, Inc. (d/b/a/ Fiesta Shows)

Street Address of Concern: 32 Stard Road., Seabrook NH 03874

Mailing Address (if different): P.O. Box 460, Seabrook NH 03874

Contact Person & Title (Owner, Director, Manager, Other): Eugene Dean, Owner

Telephone: 603-474-5424 Facsimile:                                  E-Mail: ejdean@msn.com

Describe in detail the proposed dancing, game, sport, fair, exposition, play, or entertainment of public diversion:     

Fiesta Shows in partnership with The Bolton Fair Inc. would like to host the 2<sup>nd</sup> annual Lancaster Holiday Light Show

Drive-thru at The Lancaster Fairgrounds. See attached sheet for additional information and hours/ dates.

Hours of Proposed Entertainment: Starting Time:                  P.M. Ending Time:                  P.M.

The applicant certifies that all state tax returns have been filed and all state and local taxes have been paid as required by law and further agrees to comply with the terms of the License and applicable law, and all rules and regulations promulgated thereto. The Applicant further certifies that the information contained in this application is true and accurate and also authorizes the Licensing Authority or its agents to conduct whatever investigation is necessary to verify the information contained in this application.

Eugene Dean  
 Signature of Applicant

9/2/2021  
 Date

SSN# or Tax ID Required: 02-0405446

**License Fee must be submitted with this form. Make check payable to Town of Lancaster. Mail Application Form, Workers' Compensation Affidavit, and check to: Board of Selectmen, Suite 1, 695 Main Street, Lancaster, MA 01523.**

*\* Dancing applies to watching dance (e.g. Ballet).*

*\*\* Public Diversion includes, but is not limited to, flea markets, coin-operated amusements, ice and roller-skating, carousels, inclined railways, Ferris wheels, and exhibitions of firefighting.*

A License issued under this Application applies to weekday operation ONLY. If entertainment is to be operated on Sundays, you also must file with the Board of Selectmen an APPLICATION FOR LICENSE FOR DANCING, SPORTS, GAMES, FAIRS, EXPOSITIONS, PLAYS OR ENTERTAINMENT OF PUBLIC DIVERSION ON SUNDAY, as well as an Application for a State License to the Commissioner of Public Safety, Attn: Special Licensing Division, One Ashburton Place, Boston, MA 02108-1618.

NOTICE: The filing of this application confers no rights on the part of the Applicant to undertake any activities until the license has been granted. The issuance of a license under this section or sections is subject to the Applicant's compliance with all other applicable Federal, State or local statutes, ordinances, bylaws, rules or regulations. The Licensing Authority reserves the right to request any additional information it reasonably deems appropriate for the purpose of determining the terms and conditions of the License and its decision to issue a License. The provisions of G.L. c.152 may require the filing of a Workers' Compensation Insurance Affidavit with this application. Failure to file the Affidavit, along with any other required information and/or documentation, shall be sufficient cause for the denial of the License application.



**The Commonwealth of Massachusetts  
Department of Industrial Accidents  
1 Congress Street, Suite 100  
Boston, MA 02114-2017**

[www.mass.gov/dia](http://www.mass.gov/dia)

**Workers' Compensation Insurance Affidavit: General Businesses.  
TO BE FILED WITH THE PERMITTING AUTHORITY.**

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: Dean & Flynn, Inc. DBA Fiesta Shows

Address: 32 Stard Rd.

City/State/Zip: Seabrook, NH 03874

Phone #: 603-474-5424

**Are you an employer? Check the appropriate box:**

1. ☒ I am an employer with 15 employees (full and/or part-time).\*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☒ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

***I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.***

Insurance Company Name: T.H.E. Insurance Company

Insurer's Address: 140 Fountain Pkwy, N, Ste. 570

City/State/Zip: St. Petersburg, FL 33716

Policy # or Self-ins. Lic. # WCP0005522001

Expiration Date: 3/15/2022

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

***I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.***

Signature: 

Date: 9/2/2021

Phone #: 603-474-5424

***Official use only. Do not write in this area, to be completed by city or town official.***

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

[www.mass.gov/dia](http://www.mass.gov/dia)





**TOWN OF LANCASTER, MASSACHUSETTS  
BOARD OF SELECTMEN**

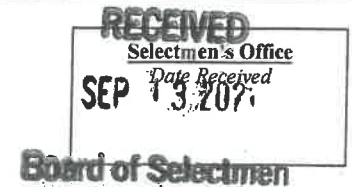
**Town Hall, 701 Main Street, Suite 1**

**Lancaster, MA 01523**

**Tel: 978-365-3326 Fax: 978-368-8486**

**Email: krocco@lanasterma.net**

**Annual License Fee - \$100.00 w/M-Sat  
License  
Single Event - \$25.00**



**APPLICATION FOR TOWN LICENSE  
DANCING\*, SPORTS, GAMES, FAIRS, EXPOSITIONS, PLAYS OR  
ENTERTAINMENT OF PUBLIC DIVERSION\*\* ON SUNDAY**

**New Application   X   Renewal**

Name of Concern: Dean and Flynn, Inc. (d/b/a Fiesta Shows)

Street Address of Concern: 32 Stard Road Seabrook, NH 03874

Mailing Address (if different): P.O. Box 460 Seabrook, NH 03874

Contact Person & Title (Owner, Director, Manager, Other): Eugene Dean, Owner

Telephone: 603-474-5424 Facsimile: 603-474-5495 E-Mail: ejdean@msn.com

Describe in detail the proposed dancing, game, sport, fair, exposition, play, or entertainment of public diversion: \_\_\_\_\_

Fiesta Shows in partnership with The Bolton Fair Inc. would like to host the 2<sup>nd</sup> annual Lancaster Holiday Light Show

Drive-thru at The Lancaster Fairgrounds. See attached sheet for additional information and hours/ dates.

Hours of Proposed Entertainment: Starting Time: 5pm P.M. Ending Time: 10:00 P.M.

**NOTICE: No License issued pursuant to G.L. c.136, §4 shall be granted to permit activities before 1:00 p.m. without a License issued by the Commissioner of Public Safety, Attn: Special Licensing Division, One Ashburton Place, Boston, MA 02108-1618.**

The applicant certifies that all state tax returns have been filed and all state and local taxes have been paid as required by law and further agrees to comply with the terms of the License and applicable law, and all rules and regulations promulgated thereto. The Applicant further certifies that the information contained in this application is true and accurate and also authorizes the Licensing Authority or its agents to conduct whatever investigation is necessary to verify the information contained in this application.

Eugene Dean  
Signature of Applicant

Tax ID Required 02-0405446

9/2/2021  
Date

**License Fee must be submitted with this form. Make check payable to Town of Lancaster. Mail Application Form, Workers' Compensation Affidavit, and check to: Board of Selectmen, 701 Main Street, Suite 1, Lancaster, MA 01523.**

**\* Dancing applies to watching dance (e.g. Ballet).**

**\*\* Public Diversion includes, but is not limited to, flea markets, coin-operated amusements, ice and roller-skating, carousels, inclined railways, Ferris wheels, and exhibitions of firefighting.**

**NOTICE: The filing of this application confers no rights on the part of the Applicant to undertake any activities until the license has been granted. The issuance of a license under this section or sections is subject to the Applicant's compliance with all other applicable Federal, State or local statutes, ordinances, bylaws, rules or regulations. The Licensing Authority reserves the right to request any additional information it reasonably deems appropriate for the purpose of determining the terms and conditions of the License and its decision to issue a License. The provisions of G.L. c.152 may require the filing of a Workers' Compensation Insurance Affidavit with this application. Failure to file the Affidavit, along with any other required information and/or documentation, shall be sufficient cause for the denial of the License application.**

THE COMMONWEALTH OF MASSACHUSETTS

State Fee, \$ \_\_\_\_\_  
Municipal Fee, \$ \_\_\_\_\_

OF

LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Lancaster Fairgrounds in or on the property at No. \_\_\_\_\_  
318 Seven Bridge Road (address)  
Lancaster MA 01523

The Licensee or Authorized representative, Dean and Flynn, Inc. d/b/a Fiesta Shows in

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

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
11/24-1/2	5pm-11pm	Holiday Light Show Drive Thru (11/28, 12/16, 12/12, 12/19, 12/26, 1/2)

Hon. \_\_\_\_\_

Mayor/Chairman of Board of Selectman, \_\_\_\_\_

(City or Town)

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

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

Do not write in this box

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

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

FORM 90

(Revised 2015)

## **X. OTHER/UNFINISHED BUSINESS**

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